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FERROTEC (USA) CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

BOBBY BIRDI, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

FERROTEC (USA) CORPORATION, a
Massachusetts corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23CV045925
[Consolidated with 23CV057122]

Assigned for All Purposes To:
Honorable Somnath Raj Chatterjee
Department 16

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: September 29, 2023
Trial Date: None Set

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A. DEFINITIONS.

2. “Administrator” means Phoenix Class Action Administration Solutions, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.

4. “Aggrieved Employee” means all current and former California-based hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

6. “Class Counsel” means Justice Law Corporation, the attorneys representing Plaintiff in the Action.

1 7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
2 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
3 expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment and Class
4 Counsel Litigation Expenses Payment are the fees and expenses approved by the Court for Class
5 Counsel’s litigation and resolution of this Action.

6 8. “Class Data” means Class Member identifying information in Defendant’s possession
7 including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security
8 Number; and (d) number of Workweeks and PAGA Pay Periods.

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

12 10. “Class Member Address Search” means the Administrator’s investigation and search
13 for current Class Member mailing addresses using all reasonably available sources, methods and
14 means including, but not limited to, the National Change of Address Database (“NCOA”), skip
15 traces, and direct contact by the Administrator with Class Members.

16 11. “Class Notice” means the Court Approved Notice of Class Action and PAGA
17 Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English
18 and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by
19 reference herein.

20 12. “Class Period” means the period from September 29, 2019, through September 26,
21 2024.

22 13. “Class Representative” means the named plaintiff Bobby Birdi in the Action seeking
23 Court approval to serve as the Class Representative.

24 14. “Class Representative Service Payment” means the payment to the Class
25 Representative for initiating the Action and providing services in support of the Action.

26 15. “Complaints” means the complaints filed in Alameda County Superior Court in Case
27 No. 23CV045925 (“Class Complaint”) and in Case No. 23CV057122 (“PAGA Complaint”).

28 16. “Court” means the Superior Court of California, County of Alameda.

- 1 17. “Defendant” means named Defendant Ferrotec (USA) Corporation.
- 2 18. “Defense Counsel” means Coblentz Patch Duffy & Bass LLP, the attorneys
3 representing Defendant in the Action.
- 4 19. “Effective Date” means the date by which both of the following have occurred: (a) the
5 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
6 Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no
7 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one
8 or more Participating Class Members objects to the Settlement, the day after the deadline for filing a
9 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
10 the appellate court affirms the Judgment and issues a remittitur.
- 11 20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 12 21. “Final Approval Hearing” means the Court’s hearing on the motion for final approval.
- 13 22. “Gross Settlement Amount” means One Million Two Hundred Sixty-Six Thousand
14 Eight Hundred Fifty Dollars (\$1,266,850), which is the total amount that Defendant agrees to pay
15 under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments,
16 Individual PAGA Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment, Class Representative Service Payment, Administration Expenses Payment, and LWDA
18 PAGA Payment. In no event will Defendant be liable for more than the Gross Settlement Amount.
- 19 23. “Individual Class Payment” means a Participating Class Member’s pro rata share of
20 the Net Settlement Amount calculated according to the number of Workweeks worked by the
21 Participating Class Member during the Class Period.
- 22 24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of
23 twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay
24 Periods worked by the Aggrieved Employee during the PAGA Period.
- 25 25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 26 26. “LWDA” means the California Labor and Workforce Development Agency.
- 27 27. “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA
28 Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1 28. “Net Settlement Amount” means the Gross Settlement Amount less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, Class Counsel Fees
3 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment,
4 Administration Expenses Payment, and LWDA PAGA Payment. The remainder is to be paid to
5 Participating Class Members as Individual Class Payments.

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

8 30. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698,
9 *et seq.*).

10 31. “PAGA Notice” means Plaintiff’s letter sent to the LWDA and Defendant on
11 September 29, 2023, which provided notice pursuant to Labor Code section 2699.3, subdivision (a).

12 32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
13 worked for Defendant for at least one (1) day during the PAGA Period.

14 33. “PAGA Period” means the period from September 29, 2022 through September 26,
15 2024.

16 34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
17 the Gross Settlement Amount (\$150,000), allocated seventy-five percent (75%) to the LWDA
18 (\$112,500) and twenty-five percent (25%) to the Aggrieved Employees (\$37,500) in settlement of
19 PAGA claims.

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

22 36. “Plaintiff” means Bobby Birdi, the named Plaintiff in the Action.

23 37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
24 the Settlement.

25 38. “Released Class Claims” means the Class claims being released as described in
26 Paragraph E.2 below.

27 39. “Released PAGA Claims” means the PAGA claims being released as described in
28 Paragraph E.3 below.

1 40. “Released Parties” means Defendant and its past, present, and future parents,
2 shareholders, partners, members, predecessors, successors, affiliates, subsidiaries, officers, directors,
3 agents (including any investment bankers, accountants, insurers, reinsurers, and attorneys),
4 employees, and any individual or entity which could be jointly liable with Defendant.

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

7 42. “Response Deadline” means sixty (60) calendar days after the Administrator mails
8 Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
9 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
10 or mail his or her Objection to the Settlement. Class Members to whom Class Notices are re-sent
11 after having been returned undeliverable to the Administrator shall have an additional fourteen (14)
12 calendar days beyond the original Response Deadline.

13 43. “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 44. “Workweek” means any week during which a Class Member worked for Defendant
16 for at least one (1) day during the Class Period.

17 **B. RECITALS.**

18 1. On September 29, 2023, Plaintiff provided written notice to the LWDA and Defendant
19 of the specific provisions of the Labor Code he contends were violated and the theories supporting
20 his contentions.

21 2. On September 29, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the
22 Superior Court of California, County of Alameda, alleging violations of: (a) Labor Code sections
23 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period
24 premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections
25 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not
26 timely paid); (f) Labor Code section 226(a) (noncompliant wage statements); (g) Labor Code sections
27 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section
28 17200, *et seq* (Case No. 23CV045925).

1 3. On December 14, 2023, Plaintiff filed a representative PAGA action in the Superior
2 Court of California, County of Alameda, predicated on Defendant's alleged: (a) failure to pay
3 minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to
4 timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure
5 to provide complete and accurate wage statements; and (f) failure to reimburse business expenses
6 (Case No. 23CV057122).

7 4. Defendant denies the allegations in the Complaints, denies any failure to comply with
8 the laws identified in the Complaints, and denies any and all liability for the causes of action alleged.

9 5. On September 26, 2024, the Parties participated in an all-day mediation presided over
10 by mediator Lynn Frank and were able to reach an agreement on general settlement terms. The
11 Parties memorialized their agreement in a Memorandum of Understanding on October 1, 2024.

12 6. On October 29, 2024, the Court entered a stipulated order consolidating the Actions
13 and designating the Class Action (Case No. 23CV045925) as the lead case.

14 7. The Parties conducted investigation into and discovery of the facts relating to, and the
15 law applicable to, the Action. Defendant produced several documents relating to its policies,
16 practices, and procedures regarding reimbursement of business expenses, paying non-exempt
17 employees for all hours worked, and meal and rest breaks, along with payroll, timekeeping, and
18 operational policies. Plaintiff also reviewed time records, pay records, and information relating to the
19 size and scope of the Class, as well as data permitting Plaintiff to understand the number of
20 Workweeks and PAGA Pay Periods. Plaintiff also located and interviewed Class Members who
21 worked for Defendant throughout the Class Period. Plaintiff's investigation was sufficient to satisfy
22 the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801
23 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

24 8. The Court has not granted class certification.

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

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1 **C. MONETARY TERMS.**

2 1. Gross Settlement Amount. Defendant will pay One Million Two Hundred Sixty-Six
3 Thousand Eight Hundred Fifty Dollars (\$1,266,850) as the Gross Settlement Amount and will
4 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class
5 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes)
6 prior to the deadline stated in Section D herein. The Administrator will disburse the entire Gross
7 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
8 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
9 will revert to Defendant.

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

13 a. To Plaintiff: A Class Representative Service Payment to Plaintiff (in addition
14 to any Individual Class Payment and Individual PAGA Payment Plaintiff is entitled to receive) of no
15 more than Ten Thousand Dollars (\$10,000). Defendant will not oppose Plaintiff's request for the
16 Class Representative Service Payment that does not exceed this amount. As part of the motion for
17 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek
18 Court approval for the Class Representative Service Payment no later than sixteen (16) court days
19 prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a
20 Class Representative Service Payment less than the amount requested, the Administrator will retain
21 the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative
22 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for
23 employee taxes owed on the Class Representative Service Payment.

24 b. To Class Counsel: A Class Counsel Fees Payment of no more than Four
25 Hundred Twenty-two Thousand Two Hundred Eighty-Three Dollars and Thirty-Three Cents
26 (\$422,283.33) (1/3 of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment
27 of no more than Thirty Thousand Dollars (\$30,000). Defendant will not oppose requests for these
28 payments provided that they do not exceed these amounts. Plaintiff will file a motion for a Class

1 Counsel Fees Payment and a Class Litigation Expenses Payment no later than sixteen (16) court days
2 prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a
3 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
4 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
5 Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim
6 to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
7 The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee
8 deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and
9 Class Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full
10 responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel
11 Litigation Expenses Payment, holds the Released Parties harmless, and indemnifies the Released
12 Parties from any dispute or controversy regarding any division or sharing of any of these payments.

13 c. To the Administrator: An Administration Expenses Payment not to exceed
14 Twelve Thousand Dollars (\$12,000) except for a showing of good cause and as approved by the
15 Court. If the Administration Expenses are less or the Court approves payment less than Twelve
16 Thousand Dollars (\$12,000), the Administrator will retain the remainder in the Net Settlement
17 Amount.

18 d. To Participating Class Members: An Individual Class Payment is calculated
19 by: (i) dividing the Net Settlement Amount by the total number of Workweeks worked by all
20 Participating Class Members during the Class Period; and (ii) multiplying the result by each
21 Participating Class Member's Workweeks during the Class Period.

22 (i) Tax Allocation. Twenty percent (20%) of each Participating Class
23 Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion").
24 The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. The
25 remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will
26 be allocated to settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage
27 Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating
28 Class Members assume full responsibility and liability for any employee taxes owed on their

1 Individual Class Payment.

2 (ii) Effect of Non-Participating Class Members on Calculation of
3 Individual Class Payments. Non-Participating Class Members will not receive any Individual Class
4 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net
5 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

6 e. To the LWDA and Aggrieved Employees: PAGA Penalties of no more than
7 One Hundred Fifty Thousand Dollars (\$150,000) to be paid from the Gross Settlement Amount,
8 seventy-five percent (75%) of which (\$112,500) will be allocated to the LWDA PAGA Payment and
9 twenty-five percent (25%) of which (\$37,500) will be allocated to Individual PAGA Payments.

10 (i) The Administrator will calculate each Individual PAGA Payment by:
11 (1) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA
12 Penalties (\$37,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
13 during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee's PAGA Pay
14 Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for
15 any taxes owed on their Individual PAGA Payment.

16 (ii) If the Court approves PAGA Penalties of less than the amount
17 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
18 Administrator will report the Individual PAGA Payments on IRS Form 1099.

19 **D. SETTLEMENT FUNDING AND SETTLEMENT PAYMENTS.**

20 1. Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. Based
21 on its records, Defendant estimates, as of the date of this Settlement Agreement, there are 250 Class
22 Members who collectively worked a total of 25,377 Workweeks, and 160 Aggrieved Employees who
23 worked a total of 12,016 PAGA Pay Periods.

24 2. Funding the Gross Settlement Amount. Defendant shall fully fund the Gross
25 Settlement Amount and amounts necessary to fully pay employer's share of payroll taxes by
26 transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

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1 3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days
2 after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
3 Individual Class Payments, all Individual PAGA Payments, the Class Counsel Fees Payment, Class
4 Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration
5 Expenses Payment, and LWDA PAGA Payment. Disbursement of the Class Counsel Fees Payment,
6 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not
7 precede disbursement of Individual Class Payments and Individual PAGA Payments.

8 a. The Administrator will issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
10 prepaid. The face of each check shall prominently state the date (not less than one hundred eighty
11 (180) calendar days after the date of mailing) when the check will be voided (“Void Date”). The
12 Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks
13 for Individual Settlement Payments to all Participating Class Members (including those for whom
14 the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA
15 Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as
16 Aggrieved Employees (including those for whom Class Notice was returned undelivered). The
17 Administrator may send Participating Class Members a single check combining the Individual Class
18 Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
19 Administrator must update the recipients’ mailing addresses using the NCOA.

20 b. The Administrator must conduct a Class Member Address Search for all other
21 Class Members whose checks are returned undelivered without USPS forwarding address. Within
22 seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the
23 USPS forwarding address provided or to an address ascertained through the Class Member Address
24 Search. The Administrator need not take further steps to deliver checks to Class Members whose re-
25 mailed checks are returned as undelivered. The Administrator shall promptly send a replacement
26 check to any Class Member whose original check was lost or misplaced, requested by the Class
27 Member prior to the void date.

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1 c. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit
3 the funds represented by such checks to the *cy pres* recipient Legal Aid At Work.

4 d. The payment of Individual Class Payments and Individual PAGA Payments,
5 as well as any other payments made pursuant to this Agreement, shall not obligate Defendant to
6 confer any additional benefits or make any additional payments to Class Members (such as 401(k)
7 contributions or bonuses) beyond those specified in this Agreement.

8 **E. RELEASE OF CLAIMS.**

9 Effective on the date when Defendant funds the Gross Settlement Amount and all employer's
10 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members,
11 and Class Counsel will release claims against all Released Parties as follows:

12 1. Plaintiff's General Release. Plaintiff and his former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and
14 discharge the Released Parties of and from all claims, transactions, or occurrences that occurred
15 during the Class Period, including, but not limited to: (a) all claims that were, or could have been,
16 alleged based on the facts contained in the Complaints; and (b) all PAGA claims that were, or could
17 have been, alleged based on facts contained in the Complaints and the PAGA Notice ("Plaintiff's
18 General Release"). Plaintiff's General Release does not extend to any claims or actions to enforce
19 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
20 social security benefits, or workers' compensation benefits that arose at any time, or based on
21 occurrences outside the Class Period. Plaintiff acknowledges that he may discover facts or law
22 different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agrees
23 that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such
24 different or additional facts or the discovery of them.

25 a. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
26 Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
27 benefits, if any, of section 1542 of the Civil Code, which reads:

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

7 2. Release by Participating Class Members. All Participating Class Members, on behalf
8 of themselves and their former and present representatives, agents, attorneys, heirs, administrators,
9 successors, transferees, and assigns, release the Released Parties from all claims that were alleged,
10 or could have been alleged, based on the facts contained in the Class Complaint and that occurred
11 during the Class Period. Participating Class Members do not release any other claims, including
12 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers' compensation, or claims based on facts
occurring outside the Class Period.

13 3. Release by the State of California. Plaintiff, as an agent and proxy of the State of
14 California, and State of California itself (including the LWDA) are deemed to release the Released
15 Parties from all claims for PAGA penalties based on the facts and/or theories that were alleged, or
16 could have been alleged, based on the PAGA Period facts stated in the PAGA Complaint and PAGA
17 Notice and that were ascertained in the course of the Actions.

18 **F. MOTION FOR PRELIMINARY APPROVAL.**

19 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
20 Preliminary Approval"). Class Counsel shall provide a draft of the Motion for Preliminary Approval
21 to Defense Counsel prior to filing. Class Counsel and Defense Counsel will meet and confer by
22 telephone or email, and in good faith, to resolve any disagreements concerning the Motion for
23 Preliminary Approval.

24 1. Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the
25 Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary
26 Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
27 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

G. SETTLEMENT ADMINISTRATION.

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

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

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

4. Notice to Class Members.

a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing

1 duty to immediately notify Class Counsel if it discovers the Class Data omitted Class Members'
2 identifying information and to provide corrected or updated Class Data as soon as reasonably
3 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
4 Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to
5 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6 b. No later than three (3) business days after receipt of the Class Data, the
7 Administrator shall notify Class Counsel that the list has been received and state the number of Class
8 Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

9 c. Before mailing Class Notices, the Administrator shall update Class Member
10 addresses using the NCOA. In no event later than fourteen (14) calendar days after receiving the
11 Class Data, the Administrator will send to all Class Members identified in the Class Data the Class
12 Notice via First Class U.S. Mail. The first page of the Class Notice shall prominently estimate the
13 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the
14 Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
15 calculate these amounts.

16 d. No later than three (3) business days after the Administrator's receipt of any
17 Class Notice returned by the USPS as undelivered, it shall remail the Class Notice using any
18 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
19 Administrator shall conduct a Class Member Address Search and remail the Class Notice to the most
20 current address obtained. The Administrator has no obligation to make further attempts to locate or
21 send the Class Notice to Class Members whose Class Notice is returned a second time.

22 e. The deadlines for Class Members' written objections, challenges to
23 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
24 fourteen (14) calendar days beyond the original Response Deadline otherwise provided in the Class
25 Notice for all Class Members whose notice is remailed. The Administrator will inform the Class
26 Member of the extended deadline with the remailed Class Notice.

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1 f. If the Administrator or the Parties are contacted by or discover any persons
2 who believe that they should have been included in the Class Data and should have received Class
3 Notice, the Parties will meet and confer in person or by telephone or email, and in good faith, to
4 agree on whether to include them as Class Members. If the Parties agree, such persons will be Class
5 Members entitled to the same rights as other Class Members, and the Administrator will send, via
6 email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement
7 no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the
8 Class Notice, whichever is later.

9 5. Requests for Exclusion (Opt-Outs).

10 a. Class Members who wish to exclude themselves from (“opt out of”) the Class
11 Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion
12 no later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an
13 additional fourteen (14) calendar days for Class Members whose Class Notices are remailed).

14 b. A Request for Exclusion is a letter from a Class Member or his/her
15 representative that reasonably communicates the Class Member’s election to be excluded from the
16 Settlement and includes the Class Member’s: (i) full name; (ii) present address; (iii) email address or
17 telephone number; and (iv) simple statement electing to be excluded from the Settlement.

18 c. The Administrator may not reject a Request for Exclusion as invalid because
19 it fails to contain all the information specified in the Class Notice. The Administrator shall accept
20 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s
22 determination shall be final and not appealable or susceptible to challenge. If the Administrator has
23 reason to question the authenticity of a Request for Exclusion, the Administrator may demand
24 additional proof of the Class Member’s identity (*e.g.*, declaration, affidavit). The Administrator’s
25 determination of authenticity shall be final and not appealable or susceptible to challenge.

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1 d. Every Class Member who does not submit a timely and valid Request for
2 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
3 benefits, and bound by all terms and conditions of the Settlement, including the Released Class
4 Claims under Section E.2 of this Agreement, regardless of whether the Participating Class Member
5 receives the Class Notice or objects to the Settlement.

6 e. Every Class Member who submits a valid and timely Request for Exclusion is
7 a Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the class action components of the Settlement. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, the State of California releases all claims
10 identified in Section E.3 of this Agreement and may not bring such claims in the future, nor can
11 anyone bring any of the claims released pursuant to Section E.3 of this Agreement in the future as
12 agent and proxy of the State of California.

13 6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods.

14 a. Each Class Member shall have sixty (60) calendar days after the Administrator
15 mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose
16 Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any)
17 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation
18 by communicating with the Administrator via fax, email, or mail.

19 b. The Administrator must encourage the challenging Class Member to submit
20 supporting documentation. In the absence of any contrary documentation, the Administrator is
21 entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are
22 correct if they are consistent with the Class Data. The Administrator's determination of each Class
23 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or
24 susceptible to challenge.

25 c. The Administrator shall promptly provide copies of all challenges to
26 calculation of Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along
27 with its determination of the challenges.

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1 7. Objections to the Settlement.

2 a. A Participating Class Member who elects to send a written objection to the
3 Administrator must do so no later than sixty (60) calendar days after the Administrator's mailing of
4 the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class
5 Notices are remailed).

6 b. Participating Class Members may send signed written objections to the
7 Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member
8 is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact(s) that support
9 the objection; and (iv) include the Class Member's full name, present address, and email address or
10 telephone number. Alternatively, Participating Class Members may appear in Court (or hire an
11 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

12 c. Only Participating Class Members may object to the class action components
13 of the Settlement and/or this Agreement, including contesting the fairness of the Agreement, and/or
14 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
15 and/or Class Representative Service Payment.

16 8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks
17 to be performed or observed by the Administrator contained in this Agreement.

18 a. Website, Email Address, and Toll-Free Number. The Administrator will
19 establish, maintain, and use a website to post information of interest to Class Members. This
20 information includes the date, time, and location for the Final Approval Hearing and copies of the
21 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice,
22 Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment, and Class Representative Service Payment, Final Approval, and Judgment. The
24 Administrator will also maintain and monitor an email address and a toll-free telephone number to
25 receive calls, faxes, and emails from Class Members.

26 b. Requests for Exclusion (Opt-Outs). The Administrator will promptly review
27 on a rolling basis Requests for Exclusion to ascertain their validity.

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

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

11 e. Administrator’s Declaration. No later than sixteen (16) court days before the
12 date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will
13 provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting
14 to its due diligence and compliance with all its obligations under this Agreement. This includes: (i)
15 the mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) re-mailing of Class
16 Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion from
17 Settlement it received (both valid or invalid); (vi) total number of written objections it received. The
18 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
19 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

20 f. Final Report by Settlement Administrator. Within ten (10) calendar days after
21 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
22 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
23 identification number only of all payments made under this Agreement. At least fifteen (15) calendar
24 days before any deadline set by the Court, the Administrator will provide the Parties’ counsel a signed
25 declaration suitable for filing in Court attesting to its disbursement of all payments required under
26 this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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1 **H. ESCALATOR CLAUSE.**

2 If it is determined that the number of Workweeks within the Class Period exceeds ten percent
3 (10%) or more of 25,377 Workweeks (*i.e.*, more than 27,915 Workweeks), Defendant agrees to
4 either: (1) increase the Gross Settlement Amount proportional to the number of Workweeks worked
5 in excess of 27,915 Workweeks (*i.e.*, if the number of Workweeks increases by 12%, the Gross
6 Settlement Amount will increase by 2%); or (2) end the Class Period and PAGA Period to such date
7 that the total number of Workweeks is equal to 27,915 Workweeks.

8 **I. DEFENDANT'S RIGHT TO WITHDRAW.**

9 If the number of valid Requests for Exclusion identified by the Administrator is twenty (20)
10 or more of the total number of Class Members, Defendant may—but is not obligated to—elect to
11 withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall
12 be void ab initio, have no force or effect whatsoever, and that neither Party will have any further
13 obligation to perform under this Agreement if Defendant will remain responsible for paying all
14 settlement administration expenses incurred to that point. Defendant must notify Class Counsel and
15 the Court of its election to withdraw no later than seven (7) calendar days after the Administrator
16 sends the final Weekly Report. A late election will have no effect.

17 **J. MOTION FOR FINAL APPROVAL.**

18 No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff
19 will file a motion for final approval of the Settlement that includes a request for approval of the
20 PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order, and a
21 proposed Judgment (collectively, “Motion for Final Approval”). Class Counsel shall provide a draft
22 of the Motion for Final Approval to Defense Counsel prior to filing. Class Counsel and Defense
23 Counsel will meet and confer by telephone or email, and in good faith, to resolve any disagreements
24 concerning the Motion for Final Approval.

25 1. Response to Objections. Each Party retains the right to respond to any objection raised
26 by a Participating Class Member, including the right to file responsive documents in Court no later
27 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
28 the Court.

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

9 3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
10 the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i)
11 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
12 (iii) addressing such post-Judgment matters.

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

23 5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
25 modification of this Agreement (including, but not limited to, the scope of release to be granted by
26 Class Members), this Agreement shall be null and void. The Parties shall expeditiously work together
27 in good faith to address the appellate court's concerns and to obtain Final Approval and entry of
28 Judgment, sharing on a 50-50 basis any additional settlement administration expenses reasonably

1 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class
3 Representative Service Payment shall not constitute a material modification of the Judgment within
4 the meaning of this paragraph as long as the Gross Settlement Amount remains unchanged.

5 **K. AMENDED JUDGMENT.**

6 If any amended judgment is required under Code of Civil Procedure section 384, the Parties
7 will work together in good faith to jointly submit a proposed amended judgment.

8 **L. ADDITIONAL PROVISIONS.**

9 1. No Admission of Liability, Class Certification, or Representative Manageability for
10 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
12 of the allegations in the Action have merit or that Defendant has any liability for any claims asserted.
13 This Agreement is also not an admission by Plaintiff that the defenses in the Action have merit. The
14 Parties agree to stipulate to class action certification for purposes of settlement purposes only. If, for
15 any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, the
16 stipulation to certification will be void, Defendant reserves the right to contest certification of any
17 class for any reasons, Defendant reserves all available defenses to the claims in the Action, and
18 Plaintiff reserves the right to move for class certification on any grounds available and to contest
19 Defendant's defenses. The Parties further agree that certification for purposes of the Settlement is
20 not an admission that class action certification is proper under the standards applied to contested
21 certification motions and that this Agreement will not be admissible in this or any other proceeding
22 as evidence either that a class action should be certified or that Defendant is liable to Plaintiff or any
23 Class Member. The Settlement and the Parties' willingness to settle the Action will have no bearing
24 on, and will not be admissible in connection with, any litigation (except for proceedings to enforce
25 or effectuate the Settlement and this Agreement).

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1 2. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary
2 Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that
3 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
4 person to disclose, disseminate or publicize, any of the terms of the Agreement, directly or indirectly,
5 to any person, corporation, association, government agency, or other entity except: (a) to the Parties'
6 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
7 confidential; (b) counsel in a related matter; (c) to the extent necessary to report income to appropriate
8 taxing authorities; (d) in response to a court order or subpoena; or (d) in response to an inquiry or
9 subpoena issued by a state or federal government agency. Each Party agrees to immediately notify
10 each other Party of any judicial or agency order, inquiry, or subpoena seeking such information.
11 Before the filing of the Motion for Preliminary Approval, Plaintiff, Class Counsel, Defendant, and
12 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
13 communication with any third party regarding this Agreement or the matters giving rise to this
14 Agreement except to respond only that "the matter was resolved," or words to that effect. This
15 paragraph does not restrict Class Counsel's communications with Class Members in accordance with
16 Class Counsel's ethical obligations owed to Class Members.

17 3. Use and Return of Class Data. Information provided to Class Counsel pursuant to
18 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
19 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
20 connection with the Settlement, may be used only with respect to this Settlement, and no other
21 purpose, and may not be used in any way that violates any existing contractual agreement, statute, or
22 rule of court. No later than ninety (90) calendar days after the date when the Court discharges the
23 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
24 funds, Plaintiff and the Administrator shall destroy, all paper and electronic versions of Class Data
25 received from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
26 Defendant makes a written request to Class Counsel for the return, rather than the destruction of
27 Class Data. Plaintiff and Administrator shall provide written certification to Defendant confirming
28 destruction of information pursuant to the paragraph.

1 4. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Agreement, submitting supplemental evidence, and supplementing points and authorities as
4 requested by the Court. If the Parties are unable to agree upon the form or content of any document
5 necessary to implement the Settlement, or on any modification of the Agreement that may become
6 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the
7 Court for resolution.

8 5. No Public Comment. The Parties and their counsel agree that they will not issue any
9 press releases, initiate any contact with the press, respond to any press inquiry, or have any
10 communication with the press about the fact, amount, or terms of the Agreement. Plaintiff and Class
11 Counsel further agree not to advertise, market, or otherwise promote the fact, amount, or terms of
12 this Agreement in any medium (whether print or electronic), including, but not necessarily limited
13 to, on Plaintiff's counsel's website and social media.

14 6. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe that
15 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
16 Settlement after arm's-length negotiations and in the context of adversarial litigation, considering all
17 relevant factors, present and potential. The Parties acknowledge that they are each represented by
18 competent counsel and that they have had an opportunity to consult with their counsel regarding the
19 fairness and reasonableness of this Settlement.

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

25 8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendant to take all appropriate action required
27 or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
28 execute any other documents reasonably required to effectuate the terms of this Agreement, including

1 any amendments to this Agreement.

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

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

11 11. No Prior Assignments. The Parties separately represent and warrant that they have
12 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
14 or right released and discharged by such Party in this Settlement and/or Agreement.

15 12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
18 10, as amended) or otherwise:

19 **EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS**
20 **SECTION, AN “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS**
21 **AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN**
22 **“OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO**
23 **PROVISION OF THIS AGREEMENT, AND NO WRITTEN**
24 **COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE**
25 **PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS**
26 **INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR**
27 **DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON**
28 **AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES**
TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL
AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER
PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER

1 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
2 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
3 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
4 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
5 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
6 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
7 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
8 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
9 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
10 AGREEMENT.

11 13. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
12 shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or
13 federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

17 15. Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed, or waived only by an express written instrument signed by all Parties or their
19 representatives and approved by the Court.

20 16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
21 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
22 was the drafter or participated in the drafting.

23 17. Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered into during this Action and in this Agreement relating to the confidentiality of information
25 shall survive the execution of this Agreement.

26 18. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the State of California without regard
28 to conflict of law principles.

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

21 20. All Terms Subject to Final Court Approval. All amounts and procedures described in
22 this Agreement herein will be subject to final Court approval.

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

22. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third (3rd) business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

To Defendant:
Allison B. Moser
Daniel M. Bruggebrew
Evan Campbell
Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, California, 94104
(Tel) (415) 391-4800
(Fax) (415) 989-1663
ef-abm@cpdb.com
ef-dmb@cpdb.com
ef-egc@cpdb.com

23. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Pursuant to Civil Code section 1633.7, subd. (d), the Parties agree that electronic signatures are satisfactory for purposes of this Agreement.

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

[SIGNATURES TO FOLLOW]

1 DATED: 11/20/2024, 2024

Plaintiff Bobby Birdi

2

3

By: 

4

5 DATED: December 5, 2024

Justice Law Corporation [Approving as to Form Only]

6

7

By: 

8

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiff

9

10

11 DATED: _____, 2024

Defendant Ferrotec (USA) Corporation

12

13

By: _____

14

Lynn Bixby
On behalf of Ferrotec (USA) Corporation

15

16 DATED: _____, 2024

COBLENTZ PATCH DUFFY & BASS LLP
[Approving as to Form Only]

17

18

By: _____

19

Allison B. Moser
Daniel M. Bruggebrew
Evan Campbell
Attorneys for Defendant

20

21

22

23

24

25

26

27

28

1 DATED: _____, 2024

Plaintiff Bobby Birdi

2

3

By: _____

4

5 DATED: _____, 2024

Justice Law Corporation [Approving as to Form Only]

6

7

By: _____

8

Douglas Han, Esq.

9

Shunt Tatavos-Gharajeh, Esq.

William Wilkinson, Esq.

10

Attorneys for Plaintiff

11 DATED: 12/5/2024, 2024

Defendant Ferrotec (USA) Corporation

12

13

By:  _____

14

Lynn Bixby

On behalf of Ferrotec (USA) Corporation

15

16 DATED: December 5, 2024

COBLENTZ PATCH DUFFY & BASS LLP
[Approving as to Form Only]

17

18

By:  _____

19

Allison B. Moser

20

Daniel M. Bruggew

21

Evan Campbell

Attorneys for Defendant

22

23

24

25

26

27

28

EXHIBIT A

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

Birdi v. Ferrotec (USA) Corporation (Case No. 23CV045925)
(Consolidated with Case No. 23CV057122)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Ferrotec (USA) Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Bobby Birdi (“Plaintiff”), a former employee of Defendant. The Action seeks payment of:

- (1) Unpaid wages for a class of current and former California-based hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from September 29, 2019, through September 26, 2024 (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former California-based hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from September 29, 2022 through September 26, 2024 (“Aggrieved Employees” and “PAGA Period”).

The settlement has two main parts: (1) Class Settlement requiring Defendant to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendant to fund Individual PAGA Payments.

Based on Defendant’s 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 several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s 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 Defendant’s records showing you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class 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 Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the settlement and to be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant.
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 notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendant won't retaliate against you for any actions you take with respect to the 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 Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant 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 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 will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.
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 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 VII of this Class Notice.
You Can Participate in the 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 or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and William Wilkinson of Justice Law Corporation.

Defendant denies Plaintiff's allegations in the Action and denies violating any laws or failing to pay any wages and premiums, provide compliant wage statements, and reimburse business expenses. Defendant contends that it complied with all applicable laws at all relevant times.

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

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. The Parties hired an experienced, neutral mediator, Lynn Frank, to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to Final Approval. Both sides agree the settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$1,266,850 as the Gross Settlement Amount. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments,

Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

- a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
 - b. “Effective Date” means the date by which both of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$422,283.33 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$30,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than the Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$12,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$150,000 for PAGA Penalties, seventy-five percent (75%) of which (\$112,500) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$37,500) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
4. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.

5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.
 - a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
6. Need to Promptly Cash Payment Checks. The face of each check shall state that checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient Legal Aid At Work. If your uncashed funds are transmitted to the *cy pres* recipient Legal Aid At Work, you will have no means to retrieve your uncashed funds.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments.
8. 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration Solutions (“Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX of this Class Notice.

10. Release by Participating Class Members. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Agreement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Class Complaint and that occurred during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
11. Release by the State of California. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California (including the LWDA) will be legally barred from asserting PAGA claims against the Released Parties. Consistent with this release, no one may assert PAGA claims as agent and proxy of the State of California against the Released Parties. The State of California will be bound by the following release:
 - a. Plaintiff, as an agent and proxy of the State of California, and State of California itself (including the LWDA) are deemed to release the Released Parties from all claims for PAGA penalties based on the facts and/or theories that were alleged, or could have been alleged, based on the PAGA Period facts stated in the PAGA Complaint and PAGA Notice and that were ascertained in the course of the Actions.
12. Released Parties. The Released Parties include Defendant and its past, present, and future parents, shareholders, partners, members, predecessors, successors, affiliates, subsidiaries, officers, directors, agents (including any investment bankers, accountants, insurers, reinsurers, and attorneys), employees, and any individual or entity which could be jointly liable with Defendant.

IV. 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 during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$37,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during PAGA Period.

3. Workweek / Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA 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 IX of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records validating 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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via First Class U.S. Mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via First Class U.S. Mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.**

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. 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 *Birdi v. Ferrotec (USA) Corporation* (Case No. 23CV045925) (Consolidated with Case No. 23CV057122), and include your identifying information (full name, present address, and email address or telephone number). 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 IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Birdi v. Ferrotec (USA) Corporation* (Case No. 23CV045925) (Consolidated with Case No. 23CV057122) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney 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 VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 16 of the Alameda County Superior Court located at 1225 Fallon Street, Oakland, California, 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

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

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The pleadings and other records in this litigation may be examined online on the Court's website at <https://eportal.alameda.courts.ca.gov/?q=node/388>. After arriving at the website, click the "Case Number Search" link, create an account, enter 23CV045925 as the case number, confirm you are not a Robot, and click "SEARCH." Images of every document filed in the case may be viewed through the "Document Download" button at the top right of the page 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.

For more detailed information, you may refer to the underlying documents and papers on file with the Court at the Alameda County Administrative Building located at 1221 Oak Street, Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

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

Class Counsel:

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(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you will have no means to retrieve it.

XI. 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.

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On December 12, 2024, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Birdi v. Ferrotec (USA) Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-984576-23**
Court Case No.: 23CV045925 [Consolidated with Case No. 23CV057122]
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

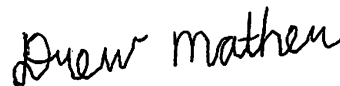
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2024, at Pasadena, California.



Drew Mather