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Attorneys for Plaintiff ROBERT RIOS,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROBERT RIOS, on behalf of himself and
all others similarly situated,

Plaintiffs,

v.

ALTEC INDUSTRIES, INC., and DOES
1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 23STCV29263

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

Honorable Laura A. Seigle
Department 17

Action filed: November 30, 2023
Trial Date: None Set

AMENDED JOINT STIPULATION OF CLASS ACTION

AND PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and between the parties in the civil action entitled
Robert Rios, individually and on behalf of all others similarly situated, (hereinafter "Plaintiff"),
on the one hand, and Defendant Altec Industries, Inc. (hereinafter "Defendant") on the other
hand, and subject to the approval of the Court, that the Action is hereby compromised and
settled under the terms and conditions set forth in this Amended Joint Stipulation of Class
Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Stipulation of
Settlement") and that the Court shall make and enter judgment, subject to the continuing
jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set

1 forth herein, which, by this reference, become an integral part of this Stipulation of Settlement.

2 **DEFINITIONS**

3 1. "Action" means the putative class and representative action entitled *Robert*
4 *Rios v. Altec Industries, Inc.*, Los Angeles County Superior Court Case No. 23STCV29263.

5 2. "Class Counsel" means Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M.
6 Ruggles, Esq., and Taylor Keaster, Esq. of D.Law, Inc.

7 3. "Class Counsel Award" means the Court-approved attorneys' fees for Class
8 Counsel's litigation and resolution of the Action (not to exceed one-third of the Maximum
9 Settlement Amount, or \$400,000) and the Court-approved costs incurred by Class Counsel in
10 connection with this Action (not to exceed \$21,000).

11 4. "Class Information" or "Class List" means information regarding Class Members
12 that Defendant shall in good faith compile from its records and shall be authorized by the Court
13 to transmit in a secured manner to the Settlement Administrator. Class Information shall be
14 transmitted in Microsoft Excel format and shall include each Class Member's: (i) full name; (ii)
15 last known address; (iii) Social Security number; (iv) number of Workweeks worked for
16 Defendant in California as a non-exempt employee during the Class Period; and (v) number of
17 Pay Periods worked for Defendant in California as a non-exempt employee during the PAGA
18 Period.

19 5. "Class Members" or "Settlement Class" means all persons employed by
20 Defendant in California as non-exempt employees during the Class Period (defined as March 20,
21 2021, through May 2, 2024). It shall be an opt-out class.

22 6. "Class Period" means the period of March 20, 2021, through May 2, 2024.

23 7. "Class Representative Service Award" means the Court-approved amount to be
24 paid to Plaintiff Robert Rios, in the amount of \$10,000 and in addition to Plaintiff's Individual
25 Settlement Award, in recognition of Plaintiff's efforts and risks in prosecuting the Action.

26 8. "Defendant" means Defendant Altec Industries, Inc.

27 9. "Defense Counsel" means James A. Bowles, Esq., Elissa L. Gysi, Esq., and
28 Richard S. Zuniga, Esq., of Hill, Farrer & Burrill LLP.

1 10. “Effective Date” means the date by when both of the following have occurred: (a)
2 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
5 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
6 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
7 the appellate court affirms the Judgment and issues a remittitur.

8 11. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
9 including but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards
10 that constitutes wages.

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

17 13. “Final Order and Judgment” means the order and judgment to be entered by the
18 Court upon granting final approval of this Stipulation of Settlement as binding upon the Parties and
19 Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon
20 by the Parties and submitted to the Court concurrently with Plaintiff’s Motion for Final Approval
21 of the Settlement.

22 14. “Final Report” means the report to be prepared by the Settlement Administrator
23 (after the expiration of the 180-day period in which Participating Class Members must
24 cash/deposit their Individual Settlement Award payment checks) regarding the distribution of the
25 Maximum Settlement Amount, including the total amount that was cashed/deposited by
26 Participating Class Members and Participating PAGA Members, and the total amount of any
27 unpaid residue or unclaimed or abandoned funds under California Code of Civil Procedure
28 section 384.

1 15. "Individual PAGA Payment" means the amount payable from the PAGA Payment
2 to each Participating PAGA Member.

3 16. "Individual Settlement Award" means the amount payable from the Net
4 Settlement Amount to each Participating Class Member.

5 17. "LWDA" means the California Labor and Workforce Development Agency.

6 18. "Maximum Settlement Amount" means the maximum amount Defendant shall
7 have to pay in connection with this Settlement, by way of a common fund, which shall be
8 inclusive of all Individual Settlement Awards to Participating Class Members, the Class Counsel
9 Award, the Class Representative Service Award, PAGA Payment, and Settlement
10 Administration Costs. Subject to Court approval and the terms of this Stipulation of Settlement,
11 the Maximum Settlement Amount Defendant shall be required to pay is \$1,200,000, subject to
12 paragraph 44, infra.

13 19. "Net Settlement Amount" means the Maximum Settlement Amount, less the
14 Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement
15 Administration Costs.

16 20. "Notice of Objection" means a Class Member's valid and timely submission of a
17 written objection to the Settlement to the Settlement Administrator within the Response Deadline.
18 An objection should include: (a) the objector's full name, signature, address, telephone number,
19 and the last four digits of his/her Social Security number, (b) a written statement of all grounds for
20 the objection accompanied by any legal support for such objection, and (c) copies of any papers,
21 briefs, or other documents upon which the objection is based. Objecting Class Members may
22 appear at the Final Approval Hearing either in person or through counsel retained at Class
23 Member's own expense, to have their objection heard, whether or not they had submitted a prior
24 written objection as specified in this section. The Court will rule on any objections to the
25 settlement at the Final Approval Hearing. An objection may be withdrawn at any time. The
26 Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel
27 via email within three calendar days of receipt, and the Settlement Administrator shall attach any
28 objections to its declaration of due diligence, which is to be filed with the Court prior to the Final

1 Approval Hearing. Any Participating Class Member who files an objection remains eligible to
2 receive monetary compensation from the Settlement. At no time shall any of the Parties, Class
3 Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members
4 from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

5 21. "PAGA" means the California Labor Code Private Attorneys General Act, Labor
6 Code § 2698, *et seq.*

7 22. "PAGA Notice" means the November 30, 2023 letter that Class Counsel sent to
8 the LWDA under Labor Code § 2699.3(a)/(c) exhausting Plaintiff's administrative remedies
9 under the PAGA, and specifically alleging that Defendant failed to pay all wages, failed to pay
10 all overtime wages at the legal overtime pay rate, failed to provide all meal periods, failed to
11 authorize and permit all paid rest periods, failed to fully reimburse work expenses, failed to
12 provide accurate itemized wage statements, independently and derivatively failed to timely pay
13 final wages, failed to comply with Labor Code § 246(i), and owes civil penalties under the
14 PAGA.

15 23. "PAGA Payment" means the amount of \$25,000, subject to Court approval, to be
16 paid from the Maximum Settlement Amount for satisfaction of Plaintiff's and Class Members'
17 claims under the PAGA. Under the PAGA, 75% or \$18,750 of this sum will be paid to the
18 LWDA and 25% or \$6,250 will be distributed as the Individual PAGA Payments to the PAGA
19 Members.

20 24. "PAGA Period" means the period of November 30, 2022, through May 2, 2024.

21 25. "PAGA Released Claims" means all claims that arose during the PAGA Period
22 for civil penalties under the PAGA alleged in the operative complaint and the PAGA Notice,
23 being released by the PAGA Members (including Plaintiff), the State of California, and the
24 LWDA, with respect to claims arising out of or relating to California Labor Code sections 201-
25 204, 226, 226.7, 246, 510, 512, 516, 1182.12, 1194, 1197, 1198, 2802, and 2804, based on the
26 factual allegations pled in the PAGA Notice and operative complaint, during the PAGA Period.
27 In light of the binding nature of a PAGA judgment on non-party employees, PAGA Members
28 employed by Defendant on or after November 30, 2022, who exclude themselves from this

1 Settlement shall still receive an Individual PAGA Payment directly from the Settlement
2 Administrator for the amount of each such individual's estimated share of the PAGA Payment as
3 calculated by the Settlement Administrator.

4 26. "Participating Class Members" means Plaintiff and all other Class Members who
5 do not submit a valid and timely Request for Exclusion.

6 27. "PAGA Members" means Plaintiff and all other Class Members who worked for
7 Defendant during the PAGA Period.

8 28. "Pay Period" is defined as any Workweek in which a Class Member worked on
9 one or more calendar days during the PAGA Period.

10 29. "Parties" means Plaintiff and Defendant.

11 30. "Plaintiff" means Plaintiff Robert Rios.

12 31. "Preliminary Approval Order" means the order to be issued by the Court
13 approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator,
14 setting the date of the Final Approval Hearing, and granting preliminary approval of the
15 Settlement set forth in this Stipulation of Settlement, among other things. A proposed
16 Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the
17 Court concurrently with Plaintiff's Motion for Preliminary Approval of the Settlement.

18 32. "Released Claims" means all claims that were alleged, or reasonably could have
19 been alleged, based on the facts stated in the operative complaint including all claims under
20 California Labor Code sections 201-204, 226, 226.7, 246, 510, 512, 516, 1182.12, 1194, 1197,
21 1198, 2802, and 2804. Participating Class Members shall also waive claims under California
22 Business and Professions Code section 17200 based on violations of the California Labor Code
23 sections in the preceding sentence including injunctive relief, liquidated damages, interest, fees,
24 and costs.

25 33. "Released Parties" means Defendant, its parent company and each of their former
26 and present directors, officers, shareholders, owners, attorneys, insurers, predecessors,
27 successors, and assigns.

28 34. "Released Claims Period" means from March 20, 2021, through May 2, 2024.

1 35. “Request for Exclusion” means a written statement submitted by a Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must be in
3 writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone
4 number, and the last four digits of the Social Security number of the Class Member requesting
5 exclusion; (iii) clearly state that the Class Member does not wish to be included in the Settlement;
6 (iv) be returned by fax or mail to the Settlement Administrator at the specific address and/or
7 facsimile number; and (v) be postmarked or faxed on or before the Response Deadline. The date of
8 the fax or postmark on the return mailing envelope will be the exclusive means to determine
9 whether a Request for Exclusion has been timely submitted. A Class Member who does not request
10 exclusion from the Settlement will be deemed a “Participating Class Member” and will be bound
11 by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class
12 Member who validly requests to be excluded from the Settlement will no longer be a member of
13 the Settlement Class and will not have any right to object, appeal, or comment on the Settlement,
14 but will remain as a PAGA Member and will receive an Individual PAGA Payment for the PAGA
15 Released Claims. No later than 10 calendar days after the Response Deadline, the Settlement
16 Administrator shall provide counsel for the Parties a complete list of all Class Members who
17 submitted a timely and valid Request for Exclusion.

18 36. “Response Deadline” means the deadline by which Class Members must
19 postmark or fax to the Settlement Administrator a valid Request for Exclusion, objection, or
20 Workweeks dispute. The Response Deadline will be forty-five (45) calendar days from the initial
21 mailing of the Settlement Notices by the Settlement Administrator unless the 45th day falls on a
22 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day
23 on which the U.S. Postal Service is open. The Response Deadline may also be extended by
24 express agreement between Class Counsel and Defendant. Under no circumstances, however,
25 will the Administrator have the authority to extend the deadline for Class Members to submit a
26 Request for Exclusion, objection, or Workweeks dispute to the settlement.

27 37. “Settlement” means the final and complete disposition of the Action under this
28 Stipulation of Settlement.

1 38. “Settlement Administrator” or “Administrator” means Rust Consulting, Inc., or
2 any other third-party action settlement administrator agreed to by the Parties and approved by the
3 Court for purposes of administering this settlement. The Parties each represent that they do not
4 have any financial interest in the Settlement Administrator or otherwise have a relationship with
5 the Settlement Administrator that could create a conflict of interest.

6 39. “Settlement Administration Costs” means the reasonable costs and fees of
7 administering the Settlement to be paid from the Maximum Settlement Amount, not to exceed
8 \$14,000, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of
9 Settlement Notices to Class Members; (ii) preparing and submitting to Class Members and
10 government entities all appropriate tax filings and forms; (iii) computing the amount of and
11 distributing Individual Settlement Awards, the Class Representative Service Award, and the Class
12 Counsel Award; (iv) processing and validating Requests for Exclusion; (v) establishing a Qualified
13 Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the
14 appropriate government agencies all employer and employee payroll tax obligations arising from
15 the Settlement and preparing and submitting filings required by law in connection with the
16 payments required by the Settlement; and (vii) transmitting uncashed Individual Settlement Award
17 payments to California Controller’s Office Unclaimed Property Fund, with an identification of the
18 Participating Class Member to whom the funds belong to be held on behalf of the Class Member.

19 40. “Settlement Notice” means the Notice of Class Action Settlement, substantially in
20 the form attached as **Exhibit A**, which shall be subject to Court approval and which the Settlement
21 Administrator shall mail to each Class Member.

22 41. “Workweeks” means the number of Workweeks worked by each Class Member
23 for Defendant as a non-exempt employee during the Class Period. Workweek is defined as the
24 seven-day period from 12:00 am Monday through 11:59 pm Sunday in which the Class Member
25 worked one or more calendar days.

26 42. “Workweek Dispute” means a written statement that a Class Member disputes
27 the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute
28 must be faxed or mailed to the Settlement Administrator by the Response Deadline. The date of

1 the fax or postmark on the written statement will be the exclusive means to determine whether a
2 Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and
3 should contain: (i) the Class Member's full name, signature, address, telephone number, and the last
4 four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member
5 contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment
6 identified for each Class Member in the applicable Class List will be presumed to be correct, unless
7 a particular Class Member proves otherwise to the Settlement Administrator by credible evidence.
8 All Workweek Disputes will be resolved and decided by the Settlement Administrator, and the
9 Settlement Administrator's decision on all Workweek Disputes will be final and non-appealable.

10 43. "Workweek Value" means the value of each compensable Workweek, as
11 determined by the formula set forth herein.

12 44. "Workweek Verification" means Defendant certifies that the number of
13 Workweeks for all class members during the Class Period is 35,615 ("Certified Workweeks
14 Amount"). If the number of Workweeks during the Class Period should exceed the Certified
15 Workweek Amount by more than ten percent (10%), the Maximum Settlement Amount shall be
16 increased by the percentage difference between the Certified Workweeks Amount and the actual
17 number of Workweeks worked by all Class Members during the Class Period.

18 RECITALS

19 45. Procedural History.

20 a. On November 30, 2023, Plaintiff Robert Rios submitted the PAGA Notice
21 for the purpose of complying with Labor Code section 2699.3's notice requirement, giving
22 notice of Plaintiff's intentions to file the Action.

23 b. On November 30, 2023, Plaintiff Robert Rios filed the Action entitled
24 *Robert Rios v. Altec Industries, Inc* alleging: (1) Failure to Pay All Wages; (2) Failure to Pay All
25 Overtime Wages at the Legal Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to
26 Authorize and Permit All Rest Periods; (5) Failure to Fully Reimburse Work Expenses; (6) Failure
27 To Timely Furnish Accurate Itemized Wage Statements; (7) Derivative Violations of Labor Code
28 §§ 201-202; (8) Independent Violations of Labor Code §§ 201-202; and (9) Unfair Business

1 Practices. Plaintiff filed a First Amended Complaint on March 1, 2024, adding a claim under
2 PAGA.

3 c. On May 2, 2024, the Parties participated in a full-day mediation before a
4 netural mediator, Steve Pearl, Esq., and the Parties were able to agree to settlement on this date.

5 d. The parties shall seek approval of this Agreement by filing a motion for
6 approval.

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

19 47. Defendant's Reasons for Settlement. Defendant has concluded that further defense
20 of the Action would be protracted and expensive. Substantial amounts of Defendant's time, energy,
21 and resources have been, and unless this Settlement is completed, shall continue to be, devoted to
22 the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of
23 further litigation in reaching its decision to enter into this Settlement. Even though Defendant
24 contends it is not liable for any of the claims alleged by Plaintiff in the Action and denies any
25 liability whatsoever, Defendant, nonetheless, has agreed to settle in the manner and upon the terms
26 set forth in this Stipulation of Settlement and to fully and finally put to rest the claims alleged in this
27 Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no
28 merit and do not give rise to any liability, damages, restitution, penalties or other payments. This

1 Stipulation of Settlement is a compromise of disputed claims. Nothing contained in this Stipulation
2 of Settlement, no documents referred to herein, and no action taken to carry out this Stipulation of
3 Settlement, shall be construed or used as an admission by or against Defendant as to the merits or
4 lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all
5 applicable state, federal and local laws. In the event this Settlement does not obtain final approval,
6 Defendant retains all rights it has to defend itself in this matter and to take any actions in defense of
7 itself that are available to it.

8 CLASS CERTIFICATION

9 48. Solely for purposes of settling the Action, and not for purposes of class
10 certification should the Settlement not be approved or for any other reason, the Parties stipulate
11 and agree that the requisites for establishing class certification with respect to the Settlement
12 Class have been met and are met. More specifically, for purposes of settlement only, the Parties
13 stipulate and agree that:

14 a. The Settlement Class is ascertainable and so numerous as to make it
15 impracticable to join all Class Members;

16 b. There are common questions of law and fact including, but not limited to,
17 the following during the Class Period:

18 i. Whether Defendant's failure to pay all wages was illegal with
19 regard to Class Members;

20 ii. Whether Defendant's failure to consider additional payments in the
21 computation of the regular rate of pay to determine the legal
22 overtime pay was illegal with regard to Class Members;

23 iii. Whether Defendant failed to provide legally-requisite meal periods
24 to Class Members in violation of the California Labor Code and
25 section 11 of the IWC Wage Orders;

26 iv. Whether Defendant failed to authorize and permit paid legally-
27 requisite rest periods to Class Members in violation of the
28 California Labor Code and section 12 of the IWC Wage Orders;

- 1 v. Whether Defendant's failure to reimburse for all business expenses
2 was illegal with regard to Class Members;
3 vi. Whether Defendant failed to timely furnish accurate itemized wage
4 statements;
5 vii. Whether Defendant is derivatively liable under California Labor
6 Code section 203 to the Class Members;
7 viii. Whether Defendant is independently liable under California Labor
8 Code section 203 to the Class Members;
9 ix. Whether the Class Members are entitled to injunctive relief; and
10 x. Whether Defendant is liable for attorneys' fees and costs.
11 c. Class Representative's claims are typical of the claims of the Settlement
12 Class;
13 d. Class Representative and Class Counsel will fairly and adequately
14 protect the interests of the Settlement Class;
15 e. The prosecution of separate actions by individual members of the
16 Settlement Class would create the risk of inconsistent or varying adjudications, which would
17 establish incompatible standards of conduct; and
18 f. Questions of law and fact common to the members of the Settlement
19 Class predominate over any questions affecting any individual Class Member, and a class
20 action is superior to other available means for the fair and efficient adjudication of the
21 controversy.

22 49. Should this Settlement not be approved or be terminated, all stipulations set forth
23 in the immediately preceding paragraph shall be null and void and shall not be admissible for any
24 purpose whatsoever.

25 TERMS OF SETTLEMENT

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

28 50. Binding Settlement. This Settlement shall bind the Parties and all Participating

1 Class Members and PAGA Members subject to the terms and conditions herein and the Court's
2 approval.

3 51. Tax Liability. The Parties make no representations as to the tax treatment or legal
4 effect of the payments specified herein, and Class Members are not relying on any statement or
5 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class
6 Members, Participating PAGA Members, and Class Counsel understand and agree that they shall
7 be solely and legally responsible for the payment of all applicable taxes and penalties assessed on
8 the payments specified herein.

9 52. Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no provision
10 of this Stipulation of Settlement, and no written communication or disclosure between or among
11 the Parties, Class Counsel, or Defense Counsel and other advisers, is or was intended to be, nor
12 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
13 advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part
14 10, as amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
15 independent legal and tax counsel for advice (including tax advice) in connection with this
16 Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the
17 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
18 entitled to rely upon any communication or disclosure by any attorney or advisor to any other
19 party to avoid any tax penalty that may be imposed on the acknowledging party; and (iii) no
20 attorney or adviser to any other party has imposed any limitation that protects the confidentiality
21 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
22 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any
23 transaction, including any transaction contemplated by this Stipulation of Settlement.

24 53. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing
25 on Plaintiff's Motion for Preliminary Approval to take place at a time mutually agreed to by the
26 Parties so that the Parties may request provisional certification of the Settlement Class for
27 settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to
28 work diligently and cooperatively to have this Settlement presented to the Court for preliminary

1 approval.

2 54. Release by All Participating Class Members. All Participating Class Members,
3 including Plaintiff, shall be deemed to have released their respective Released Claims against the
4 Released Parties on the date on which the payment of the Maximum Settlement Amount is made
5 by Defendant as provided in paragraph 59 below. Plaintiff and Class Members who do not Request
6 Exclusion will be deemed to have fully, finally, and forever released, settled, compromised,
7 relinquished, and discharged with respect to all of the Released Parties for any and all Released
8 Claims that accrued during the Released Claims Period.

9 55. PAGA Release by All PAGA Members. All PAGA Members, including
10 Plaintiff, shall be deemed to have fully and finally released all the PAGA Released Claims
11 against the Released Parties on the date on which the payment of the Maximum Settlement
12 Amount is made by Defendant, as provided in paragraph 59 below. PAGA Members will not have
13 the opportunity to opt out of, or object to, the release of the PAGA Released Claims. Further, all
14 PAGA Members shall be deemed to have released all PAGA Released Claims regardless of
15 whether they cash and/or otherwise negotiate their Individual PAGA Payment.

16 56. Additional Release and Waiver of Claims by Plaintiff. In addition to the release of
17 Released Claims and PAGA Released Claims against the Released Parties, as set forth above,
18 Plaintiff, in his individual capacity, agrees to release the Released Parties from any and all claims,
19 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common
20 law, or other source of law, arising as of the date of execution of this Agreement including but not
21 limited to claims arising from or related to his employment with Defendant and his compensation
22 while an employee of the Defendant ("Plaintiff's Released Claims"). Plaintiff shall provide a
23 general release of any and all claims against Defendant and each of its former and present
24 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and
25 assigns.

26 Plaintiff's Released Claims specifically exclude all relief sought against Defendant
27 asserted in the case of *Robert Rios v. Altec Industries, Inc.*, Los Angeles County Superior Court
28 Case No. 24STCV09420, for Disability Discrimination in Violation of Gov. Code § 12940 *et*

1 *seq.*; Failure to Accommodate Disability in Violation of Gov. Code § 12940(m); Failure to
2 Engage in Interactive Process in Violation of Gov. Code § 12940(n); Retaliation in Violation of
3 Gov. Code § 12940(h); Failure to Prevent Discrimination and Retaliation in Violation of Gov.
4 Code § 12940(k); Violation of Labor Code § 1102.5; Wrongful Termination in Violation of
5 Public Policy; Intentional Infliction of Emotional Distress; and claims under the Unfair
6 Competition Law, Bus. & Prof. Code sections 17200 *et seq.*, related to the substantive claims
7 enumerated in this paragraph (hereinafter, collectively, "Disability Claims").

8 Plaintiff's Released Claims include all claims, whether known or unknown, subject to the
9 Disability Claims exclusion in the preceding paragraph. Even if Plaintiff discovers facts in
10 addition to or different from those that he now knows or believes to be true with respect to the
11 subject matter of Plaintiff's Released Claims, those claims will remain released and forever
12 barred. To effect a full and complete general release as described above, Plaintiff expressly
13 waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of
14 California, and does so understanding and acknowledging the significance and consequence of
15 specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states
16 as follows:

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

22 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
23 release and discharge of the Released Parties, Plaintiff expressly acknowledges this Stipulation of
24 Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know
25 or suspect to exist in Plaintiff's favor at the time of signing this Stipulation of Settlement, and that
26 this Stipulation of Settlement contemplates the extinguishment of any such claims subject to the
27 Disability Claims exclusion. Plaintiff warrants that he has read this Stipulation of Settlement,
28 including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or

1 had the opportunity to consult with counsel of Plaintiff's choosing about this Stipulation of
2 Settlement and specifically about the waiver of section 1542, and that Plaintiff understands this
3 Stipulation of Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
4 into this Stipulation of Settlement. Plaintiff further acknowledges that Plaintiff later may discover
5 facts different from or in addition to those Plaintiff now knows or believes to be true regarding the
6 matters released or described in this Stipulation of Settlement, and even so Plaintiff agrees that the
7 releases and agreements contained in this Stipulation of Settlement shall remain effective in all
8 respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly
9 assumes any and all risk of any mistake in connection with the true facts involved in the matters,
10 disputes, or controversies released or described in this Stipulation of Settlement or with regard to
11 any facts now unknown to Plaintiff relating thereto.

12 57. Non-Monetary Relief. Without admitting any liability or admitting that Defendant
13 is required by law to do so, Defendant agrees to conduct a special review of its timekeeping
14 policies, including its time rounding practices, to continue to ensure that they conform with the
15 law.

16 58. Settlement Administration.

17 a. Within 20 calendar days of entry of the Preliminary Approval Order,
18 Defendant shall provide the Settlement Administrator with the Class Lists for purposes of
19 mailing the Settlement Notices to Class Members. The Settlement Administrator shall not be
20 permitted to share any Class Information included in the Class Lists with Plaintiff or Class
21 Counsel absent express approval by Defendant or Defense Counsel.

22 i. Notice by First Class U.S. Mail. Upon receipt of the Class Lists, the
23 Settlement Administrator shall perform a search based on the National Change of Address Database
24 maintained by the United States Postal Service to update and correct any known or identifiable
25 address changes. Within 15 calendar days after receiving the Class Lists from Defendant as provided
26 herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members
27 via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to
28 determine the current mailing address for each Class Member. The address identified by the

1 Settlement Administrator as the current mailing address shall be presumed to be the most current
2 mailing address for each Class Member. The Parties agree that this procedure for notice provides
3 the best notice practicable to Class Members and fully complies with due process.

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

20 iii. Determination of Individual Settlement Awards and Individual
21 PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the amounts
22 of, each Individual Settlement Award and Individual PAGA Payment under the terms of this
23 Stipulation of Settlement. The Settlement Administrator's determination of the eligibility for and
24 amount of each Individual Settlement Award and Individual PAGA Payment shall be binding upon
25 the Class Members, the PAGA Members and the Parties. In the absence of fraud or gross
26 negligence, Defendant's Workweek and Pay Period estimates shall be presumed accurate.

27 iv. Disputes Regarding Administration of Settlement. Any dispute not
28 resolved by the Settlement Administrator concerning the administration of the Settlement shall

1 be resolved by the Court.

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

6 c. Certification Reports Regarding Individual Settlement Award Calculations.
7 The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report
8 that certifies: (i) the number of Class Members who have submitted valid Requests for Exclusion
9 or objections; and (ii) whether any Class Member has submitted a challenge to any information
10 contained in their Settlement Notice, including but not limited to the number of Class Members
11 from the Settlement Class who have submitted a dispute of Workweeks. Additionally, the
12 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
13 administration of the Settlement Agreement as needed or requested.

14 d. Best Efforts. The Parties agree to use their best efforts to carry out the
15 terms of this Settlement.

16 59. Funding and Allocation of Maximum Settlement Amount. The Maximum
17 Settlement Amount shall be paid by Defendant in one lump sum payment within thirty (30)
18 calendar days after the Effective Date. Defendant shall provide the Maximum Settlement Amount
19 to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a
20 wire transfer.

21 a. Payments to the Settlement Class. Class Members shall not be required to
22 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
23 Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. The
24 Settlement Administrator shall first compute the Net Settlement Amount by deducting from the
25 Maximum Settlement Amount the payments approved by the Court for the Class Counsel
26 Award, Class Representative Service Award, PAGA Payment, and Settlement Administration
27 Costs. To the extent the Court does not approve the full requested attorneys' fees, litigation costs,
28 service award, or settlement administration costs, the Net Settlement Amount will increase

1 accordingly, by the difference between the requested amounts and the amounts awarded by the
2 Court.

3 i. Individual Settlement Award: From the Net Settlement Amount,
4 the Settlement Administrator will calculate each Individual Settlement Award by dividing the
5 Net Settlement Amount by the total number of Workweeks resulting in the Workweek Value and
6 then multiplying the Workweek Value by the number of Workweeks worked by each Class
7 Member. All Class Members will be entitled to payment for at least one Workweek. Defendant
8 will provide the total number of Workweeks for each Class Member to the Settlement
9 Administrator. The Settlement Administrator will calculate the number of Workweeks worked
10 by the Class Members during the Class Period, the amount to be paid per Workweek, and the
11 Individual Settlement Awards to eligible Class Members.

12 ii. Individual PAGA Payment: The Settlement Administrator will
13 calculate each PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA
14 Payment to be distributed to PAGA Members, by the total number of Pay Periods worked by all
15 the PAGA Members resulting in the PAGA Pay Period Value; and then multiplying the PAGA
16 Pay Period Value by the number of Pay Periods worked by each PAGA Member. All PAGA
17 Members will be entitled to payment for at least one Pay Period.

18 iii. Each Participating Class Member's Individual Settlement Award
19 and each PAGA Member's Individual PAGA Payment shall be calculated solely by the
20 Settlement Administrator using Defendant's Workweek and Pay Period data. Defendant's Pay
21 Period data will be presumed to be correct. Defendant's Workweek data will be presumed to be
22 correct unless a particular Class Member Member proves otherwise to the Settlement
23 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the
24 Settlement Administrator, and the Settlement Administrator's decision on all Workweek Disputes
25 will be final and non-appealable.

26 iv. Promptly after payment of the Maximum Settlement Amount, but
27 no later than 10 calendar days of receipt of each payment, the Settlement Administrator will pay:
28 (1) the awarded Class Counsel Award to Plaintiff's Counsel; (2) the awarded Settlement

1 Administrator Costs to the Settlement Administrator; (3) the Service Award to Plaintiff; (4) the
2 seventy-five percent (75%) of the PAGA Payment to the LWDA; and (5) the Individual
3 Settlement Awards to the Participating Class Members and the Individual PAGA Payments to
4 the PAGA Members.

5 v. Prior to mailing the Individual Settlement Awards and the
6 Individual PAGA Payments, the Settlement Administrator shall perform a search based on the
7 National Change of Address Database maintained by the United States Postal Service to update
8 and correct any known or identifiable address changes.

9 vi. Should any of the following occur, the Settlement Administrator
10 will proportionately increase the estimated Individual Settlement Award of each Participating
11 Class Member to ensure that the entire Net Settlement Amount is distributed to Participating
12 Class Members: (1) any Class Member submits a timely and valid, or otherwise accepted,
13 Request for Exclusion following the provision of Settlement Notices and expiration of the
14 Response Deadline; (2) the Court approves the Class Representative Service Award in an
15 amount less than those requested by Plaintiff, as detailed herein; (3) the Court approves a Class
16 Counsel Award in an amount less than that requested by Plaintiff, as detailed herein; and/or (4)
17 the Court approves Settlement Administration Costs in an amount less than that requested by
18 Plaintiff, as detailed herein.

19 vii. Individual Settlement Award payments and Individual PAGA
20 Payments shall be made by check and shall be made payable to each Participating Class Member
21 and each PAGA Member as set forth in this Stipulation of Settlement.

22 viii. Individual Settlement Awards shall be allocated as follows: 20% as
23 unpaid wages subject to all applicable tax withholdings; and 80% as unpaid interest and unpaid
24 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
25 Member for the portion of each Individual Settlement Award payment allocated as alleged
26 unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall
27 issue an IRS Form 1099 to each Class Member for the portion of each Individual Settlement
28 Award and to each PAGA Member for the Individual PAGA Payment allocated as alleged

1 unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The
2 Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes
3 and shall remit and report the applicable portions of the payroll tax payment to the appropriate
4 taxing authorities in a timely manner. Defendant will be responsible for paying its share of the
5 Payroll Taxes and this amount will not be deducted from the Maximum or Net Settlement
6 Amount.

7 ix. Individual Settlement Award payments and Individual PAGA
8 Payments shall expire after 180 days. After the expiration of the 180-day period, the Settlement
9 Administrator will prepare the Final Report regarding the distribution of the Maximum
10 Settlement Amount, including the total amount that was cashed/deposited by Participating Class
11 Members and the total amount of any uncashed settlement checks under California Code of Civil
12 Procedure section 384. After the Final Report is filed, the total amount of any uncashed
13 settlement checks will be transmitted by the Settlement Administrator to the California
14 Controller's Office Unclaimed Property Fund, with an identification of the Participating Class
15 Member to whom the funds belong, in accordance with California Code of Civil Procedure
16 section 384.

17 x. In the event a Participating Class Member or PAGA Member fails
18 to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA Payment
19 check, the Participating Class Member and/or PAGA Member shall nevertheless remain bound
20 by the Settlement.

21 xi. All monies received by Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Class Members solely in the year in which
23 such monies actually are received by the Class Members. It is expressly understood and agreed that
24 the receipt of Individual Settlement Awards shall not entitle any Class Member to additional
25 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
26 other compensation or benefit plan or agreement in place during the period covered by the
27 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
28 other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement

1 Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole
2 payments to be made by Defendant to Class Members and PAGA Members in connection with this
3 Settlement, with the exception of Plaintiff, and that the Class Members are not entitled to any new
4 or additional compensation or benefits as a result of having received the Individual Settlement
5 Awards and/or and Individual PAGA Payments. Furthermore, the receipt of Individual Settlement
6 Awards and Individual PAGA Payments by Class Members and PAGA Members shall not, and
7 does not, by itself establish any general, special, or joint employment relationship between and
8 among the Class Member(s) and Defendant.

9 b. Class Representative Service Award. For the purposes of this Settlement
10 only, the Parties agree to the designation of Plaintiff Robert Rios as Class/PAGA Representative.
11 In recognition of his time and effort in bringing and presenting the Action and for releasing his
12 Released Claims, Plaintiff shall request Class Representative Service Award not to exceed
13 \$10,000. Plaintiff's request for such Class Representative Service Award shall be subject to
14 approval from the Court. Defendant agrees not to oppose or object to Plaintiff's request for Class
15 Representative Service Award in an amount not to exceed this amount. The Class Representative
16 Service Award will be in addition to Plaintiff's Individual Settlement Award paid under the
17 Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Class
18 Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all
19 applicable taxes on this Class Representative Service Award. Any amount requested by Plaintiff
20 for the Class Representative Service Award and not awarded by the Court shall become part of
21 the Net Settlement Amount and shall be distributed to Participating Class Members as part of
22 their Individual Settlement Awards.

23 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys'
24 fees in an amount not to exceed one-third (33.33%) of the Maximum Settlement Amount, which
25 amounts to \$400,000. In addition, Class Counsel shall also be entitled to request an award of costs
26 associated with Class Counsel's prosecution of the Action not to exceed \$21,000. Class Counsel's
27 request for such attorneys' fees and costs shall be subject to approval from the Court. Defendant
28 agrees not to oppose or object to Class Counsel's request for attorneys' fees or to Counsel's request

1 for attorneys' costs. In the event the Court awards Class Counsel less than \$400,000 in attorneys'
2 fees and/or less than \$21,000 in costs, the difference shall become part of the Net Settlement
3 Amount and shall be distributed to Participating Class Members as part of their Individual
4 Settlement Awards. Class Counsel shall be solely and legally responsible to pay all applicable
5 taxes on the Class Counsel Award. Class Counsel shall provide the Settlement Administrator with
6 properly completed and signed copies of IRS Form W-9 in order for the Settlement Administrator
7 to process the Class Counsel Award approved by the Court. The Settlement Administrator shall
8 issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

9 60. Settlement Administration Costs. The Settlement Administration fees and
10 expenses, which are estimated not to exceed \$14,000, shall be paid from the Maximum
11 Settlement Amount. Prior to Plaintiff filing a Motion for Final Approval of the Settlement, the
12 Settlement Administrator shall provide the Parties with a statement detailing the Settlement
13 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration
14 process and to make all reasonable efforts to control and minimize Settlement Administration
15 Costs.

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

19 b. The Settlement Administrator shall keep the Parties timely apprised of the
20 performance of all Settlement Administrator responsibilities required by the Settlement. The
21 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
22 under IRS rules and regulations in which the Maximum Settlement Amount shall be placed and
23 from which payments required by the Settlement shall be made.

24 61. Payroll Taxes. In accordance with this Settlement and to the fullest extent
25 possible, the Maximum Settlement Amount shall resolve, satisfy, and completely extinguish all
26 of Defendant's liability with respect to the Class Members, except that the Defendant shall
27 solely be responsible for the employer portion of the payroll taxes on the portion of the
28 Individual Settlement Awards that constitutes wages and these taxes shall be paid by the

1 Defendant in addition to the Maximum Settlement Amount. Upon the transfer of the Maximum
2 Settlement Amount and the employer portion of payroll taxes on the portion of the Individual
3 Settlement Awards that constitutes wages, Defendant shall have no further payment or defense
4 obligation whatsoever with respect to any claims covered by this Settlement made or asserted
5 by any person or entity anywhere in the world in connection with the Class Members.

6 62. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

7 Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by
8 the Court for the Court to determine whether to grant final approval of the Settlement, including
9 determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class
10 Representative Service Award. At least sixteen (16) court days prior to the Final Approval
11 Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties
12 describing the process and results of the administration of the Settlement to date, which report or
13 declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. The
14 Parties agree to work diligently and cooperatively to have this Settlement presented to the Court
15 for final approval.

16 63. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
17 this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval
18 and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
19 execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an
20 order scheduling a fairness hearing on the question of whether the proposed settlement, including
21 payment of attorneys' fees and costs, the Class Representative's Service Award payment, and the
22 PAGA Payment, should be finally approved as fair, reasonable and adequate as to the members of
23 the Settlement Class. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also
24 apply to the Court for the entry of an Order as follows:

- 25 a. Certifying the Settlement Class for settlement purposes only;
26 b. Approving, as to form and content, the proposed Settlement Notice;
27 c. Approving the manner and method for Class Members to object to or
28 request exclusion from the Settlement, as contained herein and within the Settlement Notice;

1 d. Directing the mailing of the Settlement Notices to Class Members, by first
2 class mail;

3 e. Preliminarily approving the Settlement subject only to the objections of
4 Class Members and final review by the Court; and

5 f. Setting a Final Approval Hearing.

6 64. Duties of the Parties Following Final Approval. Following final approval by the
7 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
8 proposed Final Order of Approval and Judgment:

9 a. Approving the Settlement, adjudging the terms thereof to be fair,
10 reasonable and adequate, and directing consummation of its terms and provisions;

11 b. Approving Class Counsel's application for an award of attorneys' fees
12 and costs;

13 c. Approving the Class Representative Service Award payment to Plaintiff;

14 d. Setting a date when the Parties shall submit the Final Report regarding the
15 distribution of the Maximum Settlement Amount under California Code of Civil Procedure section
16 384, and, if necessary a date for a final accounting hearing following its receipt of the Final
17 Report;

18 e. Entering judgment in this Action barring all members of the Settlement
19 Class from prosecuting against any of the Released Parties any claims released herein under the
20 Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

21 65. Revocation of Settlement by Defendant. If 15% or more of Class members opt-out
22 of the Class, Defendant shall have the sole and absolute discretion to rescind/void the Settlement
23 Agreement within 20 days after receiving from the Settlement Administrator the final list of opt-
24 outs. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or
25 voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the
26 Settlement Agreement, it shall provide written notice of such rescission to Class Counsel. Such
27 rescission shall have the same effect as a termination of this Settlement Agreement for failure to
28 satisfy a condition of settlement, and the Settlement Agreement shall become null and void and

1 have no further force or effect, and the Settlement Class certified under this Settlement
2 Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement
3 Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees
4 and costs incurred to that point. No party will encourage any class member to opt out of the
5 Settlement.

6 66. Nullification of Settlement. In the event: (i) the Court does not enter the
7 Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement;
8 (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not
9 become final for any other reason, this Stipulation of Settlement shall be rendered null and void,
10 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as
11 void from the beginning, and this Stipulation of Settlement and any documents related to it shall
12 not be used by any Class Member or Class Counsel to support any claim or request for class
13 certification in the Action, and shall not be used in any other civil, criminal, or administrative
14 action against Defendant or any of the other Released Parties. Additionally, should the
15 Settlement not become final for any reason, the Parties will request that the Court reopen
16 proceedings within 30 calendar days, and any Settlement Administration Costs already incurred
17 by the Settlement Administrator shall be split evenly amongst the Parties. If Defendant elects to
18 revoke the Settlement under paragraph 65, the Parties and any monies required to be paid under
19 this Settlement shall be returned to their respective statuses as of the date and time immediately
20 prior to the execution of this Stipulation of Settlement, and the Parties shall proceed in all
21 respects as if this Stipulation of Settlement had not been executed, except that any Settlement
22 Administration Costs already incurred by the Settlement Administrator shall be paid to the
23 Settlement Administrator by Defendant. In the event an appeal is filed from the Court's Final
24 Order and Judgment, or any other appellate review is sought, administration of the Settlement
25 shall be stayed pending final resolution of the appeal or other appellate review and the stay shall
26 only be lifted if the end result of the appeal or other proceeding is that the terms of this
27 settlement agreement are upheld.

28 67. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this

1 Settlement Agreement, he will be bound by the terms herein. Plaintiff further agrees that, upon
2 signing this Settlement Agreement, he will not request to be excluded from this Settlement and
3 that any such request for exclusion by Plaintiff will be void and of no force or effect.

4 68. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
5 class certification for purposes of this Settlement only, and either party may appeal any court
6 order that materially alters the Settlement Agreement's terms. Nothing in this Settlement
7 Agreement shall preclude Plaintiff from appealing from a court order denying or failing to grant
8 in full their requests for attorneys' fees, costs, or service award.

9 69. No Admission by Defendant. Defendant denies all claims alleged in this Action and
10 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor any of
11 its terms and conditions, nor any of the negotiations connected with it, is a concession or
12 admission, and none shall be used against Defendant as an admission or indication with respect to
13 any claim of any fault, concession, or omission by Defendant or that class certification is proper
14 under the standard applied to contested certification motions. The Parties stipulate and agree to the
15 certification of the proposed class for settlement purposes only. The Parties further agree that this
16 Stipulation of Settlement will not be admissible in this or any other proceeding as evidence that
17 either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class
18 Member, other than according to the terms of this Stipulation of Settlement.

19 70. Publicity.

20 a. Prior to the Filing of Plaintiff's Motion for Preliminary Approval. Class
21 Representative and Class Counsel will not make any public disclosures of any kind regarding the
22 Settlement, this Stipulation of Settlement, or the amounts paid hereunder, including but not
23 limited to postings on Class Counsel's websites and postings on any social media sites/outlets,
24 until after the Motion for Preliminary Approval is filed, and then only in accordance with the
25 following Section 66(b). Class Counsel will take all steps necessary to ensure the Class
26 Representative is aware of, and will encourage him to adhere to, the restriction against any
27 public disclosures regarding the Settlement, this Stipulation of Settlement, and the Confidential
28 Memorandum of Understanding until after the Motion for Preliminary Approval is filed. Further,

1 Class Counsel will not include, reference or use the Settlement for any marketing or promotional
2 purposes, or for attempting to influence business relationships at Defendant's facilities, either
3 before or after the Motion for Preliminary Approval is filed.

4 b. Following the Court's Order Granting Preliminary Approval. Class
5 Representative and Class Counsel will not disclose or initiate any communications with the
6 media or any third parties about the Settlement, this Stipulation of Settlement, or the amounts
7 paid hereunder, and, if contacted by the media or third parties, will only discuss information
8 publicly available. Class Counsel will take all steps necessary to ensure the Class Representative
9 is aware of, and will encourage them to adhere to, the restriction against initiating any media
10 comment. Class Counsel further agrees not to use the Settlement or any of its terms for any
11 marketing or promotional purposes. Nothing herein will restrict Class Counsel from including
12 publicly available information regarding this settlement in future judicial submissions regarding
13 Class Counsel's qualifications and experience. Further, as stated above, Class Counsel will not
14 include, reference or use the Settlement for any marketing or promotional purposes, or for
15 attempting to influence business relationships at Defendant's facilities, either before or after the
16 Motion for Preliminary Approval is filed. Nothing herein will restrict Plaintiff or Class Counsel
17 from communicating with putative members of the Settlement Class about the Settlement
18 following the Court's Order granting Preliminary Approval.

19 71. Waiver. No waiver of any condition or covenant contained in this Settlement
20 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
21 to imply or constitute a further waiver by such party of the same or any other condition,
22 covenant, right or remedy.

23 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
24 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
25 Judgment to the Court for its approval, under Rule 3.770 of the California Rules of Court. After
26 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
27 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
28 administration matters, and (iii) such post-Judgment matters as may be appropriate under court

1 rules or as set forth in this Agreement

2 73. Exhibits and Headings. The terms of this Stipulation of Settlement include the
3 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
4 set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the Settlement.
5 The descriptive headings of any paragraphs or sections of this Stipulation of Settlement are
6 inserted for convenience of reference only.

7 74. Amendment or Modification. This Stipulation of Settlement may be amended or
8 modified only by the Court's approval and a written instrument signed by counsel for all Parties
9 or their successors-in-interest.

10 75. Entire Agreement. This Stipulation of Settlement and any attached Exhibits
11 constitute the entire agreement between the Parties, and no oral or written representations,
12 warranties, or inducements have been made to Plaintiff or Defendant concerning this Stipulation
13 of Settlement or its Exhibits other than the representations, warranties, and covenants contained
14 and memorialized in this Stipulation of Settlement and its Exhibits. No other prior or
15 contemporaneous written or oral agreements may be deemed binding on the Parties.

16 76. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
17 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
18 negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to
19 be taken by such Parties under this Stipulation of Settlement to effectuate its terms, and to execute
20 any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties,
21 Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to
22 effect the implementation of the Settlement. In the event the Parties are unable to reach agreement
23 on the form or content of any document needed to implement the Settlement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
25 Parties may seek the assistance of the Court to resolve such disagreement. The person signing this
26 Stipulation of Settlement on behalf of Defendant represents and warrants that s/he is authorized to
27 sign this Stipulation of Settlement on behalf of Defendant. Plaintiff represents and warrants that he
28 is authorized to sign this Stipulation of Settlement and that he has not assigned any claim, or part of

1 a claim, covered by this Settlement of Settlement to a third party. The Parties have cooperated in
2 the drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of
3 this Stipulation of Settlement, the same shall not be construed against any of the Parties.

4 77. Binding on Successors and Assigns. This Stipulation of Settlement shall be
5 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

6 78. California Law Governs. All terms of this Stipulation of Settlement and the
7 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
8 California, without giving effect to any law that would cause the laws of any jurisdiction other
9 than the State of California to be applied.

10 79. Counterparts. This Stipulation of Settlement may be executed in one or more
11 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
12 instrument.

13 80. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represent that this
14 Settlement is a fair, adequate, and reasonable settlement of the Action and he has arrived at this
15 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
16 present and potential.

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

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

1 by the Parties in writing.

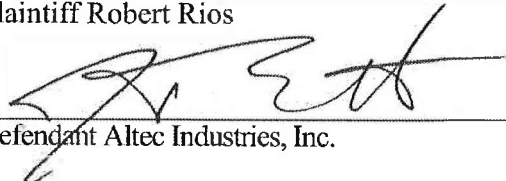
2 83. Binding Nature of Notice of Class Action Settlement. It is agreed that, because
3 the Class Members are so numerous, it is impossible or impractical to have each Class Member
4 execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the
5 binding nature of the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

8 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
9 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the
10 one hand, and Defendant, on the other hand, as of the date(s) set forth below:

11
12 Dated: _____

13
14 Dated: 11/15/24

Plaintiff Robert Rios


Defendant Altec Industries, Inc.

JOSEH BENNETT
Print Name of Authorized Signatory

15
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18 **APPROVED AS TO FORM**

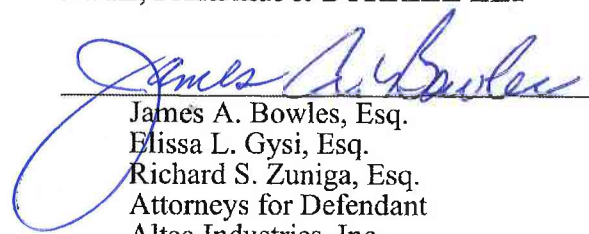
D. LAW, INC.

19
20
21 Dated: _____

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Attorneys for Plaintiff Robert Rios

HILL, FARRER & BURRILL LLP

22
23
24
25 Dated: 11/18/24


James A. Bowles, Esq.
Elissa L. Gysi, Esq.
Richard S. Zuniga, Esq.
Attorneys for Defendant
Altec Industries, Inc.

by the Parties in writing.

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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 11 / 15 / 2024


Plaintiff Robert Rios

Dated: _____

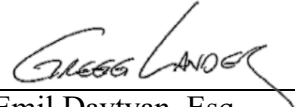
Defendant Altec Industries, Inc.

Print Name of Authorized Signatory

APPROVED AS TO FORM

D. LAW, INC.

Dated: November 18, 2024


Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Attorneys for Plaintiff Robert Rios

HILL, FARRER & BURRILL LLP

Dated: _____

James A. Bowles, Esq.
Elissa L. Gysi, Esq.
Richard S. Zuniga, Esq.
Attorneys for Defendant
Altec Industries, Inc.

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Robert Rios v. Altec Industries, Inc.
Los Angeles County Superior Court of California - Case No. 23STCV29263

**IF YOU WERE EMPLOYED BY DEFENDANT IN CALIFORNIA AS A
NON-EXEMPT EMPLOYEE WHO WORKED ANY TIME FROM MARCH 20, 2021,
THROUGH MAY 2, 2024, YOU ARE ENTITLED TO RECEIVE MONEY
FROM A CLASS ACTION AND REPRESENTATIVE SETTLEMENT**

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether or not you act.

PLEASE READ THIS NOTICE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will not receive a payment from the Settlement. ¹ This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement.
OBJECT	You may object to this Settlement; the Court may or may not agree with your objection. This will not exclude you from receiving a payment from the Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 2
2. What Is the Case About?.....Page 2
3. How Much Can I Expect to Receive?..... Page 3
4. Who Is the Plaintiff in This Class Action? Page 3
5. Who Are the Attorneys Representing the Parties? Page 3
6. What Are My Rights Regarding this Settlement?.....Page 4
7. How Will the Attorneys for the Class Be Paid?Page 5
8. What If I Lose My Settlement Check?Page 6

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the penalty claim under the Private Attorneys General Act, Labor Code sections 2698-2699.6.

1. *Why Should You Read This Notice?*

You received this Notice because records indicate that you are a member of the settlement class in this action. You may get money from the Settlement. This Notice will explain the Settlement's terms and the amount of money you may receive under the Settlement.

The settlement class is comprised of all current and former California non-exempt employees employed by Defendant Altec Industries, Inc. ("Defendant") at any time from March 20, 2021, through May 2, 2024 ("Class Members").

This Notice tells you of your right to share in the Settlement. There was a Preliminary Approval hearing on November 26, 2024, at 9:00 a.m., in the Los Angeles County Superior Court. The Court determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable, and that a final determination of the issues will be made at the Final Approval Hearing. The Court also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the Settlement on _____, 2024, at _____ a.m./p.m. in Department 17 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Court must approve the terms of the Settlement as fair, adequate, and reasonable to the Class Members.

The Final Approval Hearing may be continued to another date without further notice. Class Members may appear remotely at the Final Approval Hearing and should contact the court clerk for Department 17 at (213) 310-7017 for instructions on how to remotely appear.

2. *What Is the Case About?*

Plaintiff contends that Defendant violated the California Labor Code as follows: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages At the Legal Overtime Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure to Fully Reimburse Work Expenses; (6) Failure To Timely Furnish Accurate Itemized Wage Statements; (7) Waiting Time Penalties for Derivative Failure to Timely Pay All Wages Owed; (8) Waiting Time Penalties for Independent Failure to Timely Pay All Wages Owed; and (9) Violations of Business and Professions Code sections 17200, et seq., for the Labor Code claims asserted in the Complaint. Plaintiff also seeks civil penalties under the Private Attorneys General Act (PAGA) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (LWDA) related only to the below Released Claims.

Defendant denies the allegations raised in the lawsuit and firmly believes it did not violate the law in any way and has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of

Class Members. Likewise, Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

3. *How Much Can I Expect to Receive?*

Defendant will pay a gross settlement amount of \$1,200,000, which includes all settlement payments to Class Members, attorneys' fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative's payment.

As part of the Settlement, Defendant agreed to conduct a special review of its timekeeping policies, including its time rounding practices, to continue to ensure that they conform with the law.

Defendant's records indicate that you worked workweeks during the Class Period, which is March 20, 2021, through May 2, 2024. Based on these records, your estimated payment as a Class Member will be \$.

Defendant's records indicate that you worked pay periods during the PAGA Period, which is November 30, 2022, through May 2, 2024. Based on these records, your estimated payment under PAGA will be \$.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

The front of every check issued for Individual Settlement Awards and PAGA Payments will show the date when the check expires (also known as the void date). If you don't cash your check by the void date, it will be automatically canceled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name.

4. *Who Is the Plaintiff in This Class Action?*

Robert Rios is the sole Plaintiff and Class Representative in this class action lawsuit. He represents your interests as a Class and PAGA representative.

5. *Who Are the Attorneys Representing the Parties?*

Class Counsel

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420

Defense Counsel

James A. Bowles, Esq.
Elissa L. Gysi, Esq.
Richard S. Zuniga, Esq.
Hill, Farrer & Burrill LLP
300 South Grand Avenue, 37th Floor
Los Angeles, CA 90071-3147

6. What are my Rights Regarding this Settlement?

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Settlement Notice states the total number of workweeks you worked for Defendant during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than _____, 2024. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of the Defendant, your decision as to whether to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement in writing, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than _____, 2024. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for _____, 2024, at _____ a.m./p.m. in Department 17, of the Los Angeles County Superior Court and discuss your objections with the Court and the Parties, regardless of whether you submitted a prior written objection. You may appear on your own or through an attorney retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and sign a written Request for Exclusion to the Settlement Administrator via fax or mail at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the

last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be faxed or postmarked no later than , 2024. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Class and you will **not** be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement and if you wish, may pursue any valid claims you may have, at your own expense, against Defendant. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class will still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released the Released Parties from all PAGA Released Claims.

"Released Parties" means Defendant, its parent company and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

"Released Claims" refers to all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint including all claims under California Labor Code sections 201-204, 226, 226.7, 246, 510, 512, 516, 1182.12, 1194, 1197, 1198, 2802, and 2804. Participating Class Members shall also waive claims under California Business and Professions Code section 17200 based on violations of the California Labor Code sections in the preceding sentence including injunctive relief, liquidated damages, interest, fees, and costs.

"PAGA Released Claims" means all claims that arose during the PAGA Period for civil penalties under the PAGA alleged in the operative complaint and the PAGA Notice, being released by the PAGA Members (including Plaintiff), the State of California, and the LWDA, with respect to claims arising out of or relating to California Labor Code sections 201-204, 226, 226.7, 246, 510, 512, 516, 1182.12, 1194, 1197, 1198, 2802, and 2804, based on the factual allegations pled in the PAGA Notice and operative complaint, during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees, PAGA Members employed by Defendant on or after November 30, 2022, who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Payment as calculated by the Settlement Administrator.

7. How Will the Attorneys for the Class Be Paid?

The attorneys for the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee not to exceed \$400,000 (one third of the gross settlement amount), as well as reimbursement of their litigation costs, up to \$21,000. Plaintiff is seeking a Service Award from the Settlement not to exceed \$10,000 for his service as Class Representative. Likewise, the Parties agree that \$25,000 shall be allocated to settle the PAGA claim, with \$18,750 to be paid to the LWDA, and the remaining \$6,250 to be divided equally among the PAGA Members and paid as their PAGA Payments. The Settlement Administrator estimates that the cost of administration will not exceed \$14,000. All of these amounts are to be deducted from the gross settlement, with the remainder available for distribution to Class Members who do not opt out.

8. *What If I Lose My Settlement Check?*

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at ucpi.sco.ca.gov or (916) 445-5361 for instructions on how to retrieve the funds.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the contact information listed below.

Altec Industries Settlement Administrator
c/o Rust Consulting, Inc.
[ADDRESS]
[PHONE NUMBER]
[WEBSITE]
[FAX]

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the Altec Industries, Inc. Settlement Administrator which is XXXXXXX.

DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Los Angeles County Superior Court, the Honorable Laura A. Seigle.