

1 Daniel J. Hyun (State Bar No. 309184)
daniel@torusllp.com
2 Shelly Song (State Bar No. 312036)
shelly@torusllp.com
3 TORUS LLP
2 Park Plaza, Suite 1260
4 Irvine, California 92614
Telephone: (949) 590-4122
5 Facsimile: (949) 528-2596

6 Attorneys for Plaintiff MARCO CESENA

7 Adam Siegel (SBN 238568)
Adam.Siegel@jacksonlewis.com
8 JACKSON LEWIS P.C.
9 725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
10 Telephone: (213) 630-8219
Facsimile: (213) 520-2400
11

12 Semarnpreet Kaur (SBN 328518)
Semarnpreet.Kaur@jacksonlewis.com
13 JACKSON LEWIS P.C.
3390 University Avenue, Suite 110
14 Riverside, CA 92501
Telephone: (951) 848-7940
15 Facsimile: (951) 848-0009

16 Attorneys for Defendant TAYLOR METAL INC.

17
18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF RIVERSIDE**

20 MARCO CESENA, an individual, on behalf
21 of himself and others similarly situated,

22 Plaintiff,

23 vs.

24 TAYLOR METAL INC.; and DOES 1
through 50, inclusive,

25 Defendants.
26
27
28

Case No. CVRI2403565

Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 1

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

Action Filed: June 24, 2024
Trial Date: None set

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

2 It is stipulated and agreed by and between Plaintiff Marco Cesena (“Plaintiff”) and Defendant
3 Taylor Metal Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to herein as the
4 “Parties”), subject to the approval of the Court pursuant to the California Rules of Court, that the
5 Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.
6 Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in
7 this Joint Stipulation of Class Action and PAGA Settlement (“Settlement”).

8 This Settlement is made by and between the Parties following a full day mediation session on
9 May 19, 2025, a mediator’s proposal, subsequent negotiations, and an amended mediator’s proposal
10 on June 4, 2025 with mediator, Abe Melamed, Esq.

11 The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by
12 agreement of Defendant to pay the settlement amount of Seven Hundred and Sixty Thousand Dollars
13 and Zero Cents (\$760,000.00), as provided in Section III(D)(7)(a) below (“Gross Settlement
14 Amount”) pursuant to the terms and conditions of this Settlement and for the consideration set forth
15 herein, including but not limited to, a release of all claims by Plaintiff, Class Members, and Aggrieved
16 Employees as set forth herein.

17 **I. DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Settlement shall have the
19 meanings ascribed to them as set forth below:

20 A. “Action” means the action filed on June 24, 2024 in the Riverside Superior Court, titled
21 *Cesena v. Taylor Metal Inc.*, Case No. CVRI2403565.

22 B. “Aggrieved Employees” means all persons currently or formerly employed as non-
23 exempt employees in California by Defendant at any time during the PAGA Period (defined below).
24 Aggrieved Employees may not exclude themselves from the PAGA release and will be bound by the
25 PAGA Released Claims, as set forth in Section V(B) below.

26 C. “Class” or “Class Members” means all persons currently or formerly employed as non-
27 exempt employees in California by Defendant at any time during the Class Period (defined below).

28 D. “Class Counsel” means the attorneys for the Class, as follows:

1 Daniel J. Hyun
daniel@torusllp.com
2 Shelly Song
shelly@torusllp.com
3 TORUS LLP
2 Park Plaza, Suite 1260
4 Irvine, California 92614
Telephone: (949) 590-4122
5 Facsimile: (949) 528-2596

6 E. "Class Notice" means the Notice of Proposed Class Action Settlement in a form
7 substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

8 F. "Class Period" means June 24, 2020 through September 2, 2025.

9 G. "Court" means the Riverside Superior Court, where the Action is pending.

10 H. "Defendant" means Taylor Metal Inc.

11 I. "Defense Counsel" means counsel for Defendant, who are:

12 Adam Siegel
13 Adam.Siegel@jacksonlewis.com
14 JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
15 Los Angeles, California 90017-5408
Telephone: (213) 630-8219
16 Facsimile: (213) 520-2400

17 Semarnpreet Kaur
18 Semarnpreet.Kaur@jacksonlewis.com
JACKSON LEWIS P.C.
19 3390 University Avenue, Suite 110
Riverside, CA 92501
20 Telephone: (951) 848-7940
21 Facsimile: (951) 848-0009

22 J. "Disposition" means the method by which the Court approves the terms of the
23 Settlement and retains jurisdiction over its enforcement, implementation, construction, administration,
24 and interpretation.

25 K. "Effective Date" means the later of the following: sixty-five (65) calendar days after
26 the Final Approval Order is signed; or if an appeal is taken from the Court's overruling of objections
27 to the Settlement, ten (10) calendar days after the appeal is withdrawn or after an appellate decision
28 affirming the final approval decision becomes final.

1 L. "Enhancement Award" means an amount of up to Ten Thousand Dollars and Zero
2 Cents (\$10,000.00) for Plaintiff Marco Cesena, subject to Court approval, in exchange for his full,
3 general release of all claims and in recognition of Plaintiff's effort prosecuting the Action on behalf
4 of all Class Members.

5 M. "Final Approval Order" means the final formal court order signed by the Court and
6 entering a judgment approving this Settlement on substantially the terms provided herein or as the
7 same may be modified by subsequent written agreement of the Parties as approved by the Court
8 following the Final Approval Hearing in accordance with the terms herein.

9 N. "Gross Settlement Amount" means Seven Hundred and Sixty Thousand Dollars and
10 Zero Cents (\$760,000.00), unless increased on a pro rata basis pursuant to Section III(D)(5) to be paid
11 by Defendant pursuant to the terms of this Settlement to settle this Action. All claims of the Settlement
12 Class, including all wages, damages, interest, penalties, and all administration costs, attorney's fees
13 and costs, Enhancement Award, and LWDA Payment (defined below) pursuant to Section III(D)(7)
14 below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes
15 arising from the payments made under this settlement shall be paid by Defendant separate from and
16 in addition to the Gross Settlement Amount. No part of the Gross Settlement amount shall revert to
17 Defendant.

18 O. "Individual Class Payment" means the pro rata share of the Net Class Settlement
19 Amount that shall be paid to Participating Class Members less the employee's portion of required
20 federal and state withholdings. Individual Class Payments will be each Participating Class Member's
21 proportional share of the Net Class Settlement Amount (which shall be determined by the calculations
22 provided in this Settlement).

23 P. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25%
24 of the PAGA Penalties ("Net PAGA Settlement Amount"), which shall be calculated in accordance
25 with the Individual PAGA Payment calculations described below.

26 Q. "Judgment" refers to the judgment entered by the Court in conjunction with the Final
27 Approval Order.

28 R. "LWDA Payment" means 75% of the PAGA Penalties that will be paid to the Labor

1 and Workforce Development Agency (“LWDA”) pursuant to Section III(D)(7)(e) of this Settlement.

2 S. “Net Class Settlement Amount” means the Gross Settlement Amount less the Court-
3 approved settlement administration costs, attorney’s fees and costs, Enhancement Award, and PAGA
4 Penalties, pursuant to Section III(D)(7) below.

5 T. “Non-Participating Class Member(s)” means those Class Members who submit to the
6 Settlement Administrator a valid and timely Exclusion Form pursuant to Section III(D)(2) below.

7 U. “Objection” means the Objection Form that will be enclosed with the Class Notice that
8 Class Members can use to opt out or exclude themselves from the Settlement. In order for an Objection
9 to be valid, the Objection Form must be completed, signed, and postmarked by the Response Deadline,
10 as provided for in Sections III(C) and III(D)(2) below, and mailed to the Settlement Administrator at
11 the address specified in the Class Notice.

12 V. “PAGA Penalties” means the Fifty Thousand Dollars and Zero Cents (\$50,000.00)
13 portion of the Gross Settlement Amount allocated to settlement of all PAGA claims in the Action,
14 subject to Court approval.

15 W. “PAGA Period” means May 29, 2023 through September 2, 2025.

16 X. “Participating Class Member(s)” means those Class Members who do not submit to
17 the Settlement Administrator a valid and timely Exclusion Form pursuant to Section III(D)(2) below
18 and will therefore receive his or her share of the Settlement proceeds automatically without the need
19 to return a claim form to be paid his/her Individual Class Payment.

20 Y. “Plaintiff” means Marco Cesena.

21 Z. “Preliminary Approval Date” means the date the Court preliminarily approves the
22 Settlement.

23 AA. “Qualifying Pay Periods” means any pay period during which an Aggrieved Employee
24 was employed by Defendant in a non-exempt position and performed work during the PAGA Period.

25 BB. “Qualifying Workweeks” means any week during which a Class Member was
26 employed by Defendant in a non-exempt position during the Class Period.

27 CC. “Response Deadline” means the date by which Class Members must submit to the
28 Settlement Administrator a Request for Exclusion, Objection, and/or Workweek Dispute, which shall

1 be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
2 Settlement Administrator (or fifteen (15) calendar days after the Settlement Administrator re-mails
3 the Class Notice to the Class Member, whichever is later). If the date of the Notice Deadline falls on
4 a Sunday or federal holiday, the Response Deadline will be extended to the next calendar day on which
5 the U.S. Postal Service is open.

6 DD. "Request for Exclusion" means the Exclusion Form that will be enclosed with the Class
7 Notice that Class Members can use to opt out or exclude themselves from the Settlement. In order for
8 a Request for Exclusion to be valid, the Exclusion Form must be completed, signed, and postmarked
9 by the Response Deadline, as provided for in Sections III(C) and III(D)(2) below, and mailed to the
10 Settlement Administrator at the address specified in the Class Notice.

11 EE. "Settlement" means this Joint Stipulation of Class Action and PAGA Settlement,
12 including the Class Notice which includes the Exclusion Form and attached as Exhibit A.

13 FF. "Settlement Administration Costs" means an amount of up to Eight Thousand Five
14 Hundred Dollars and Zero Cents (\$8,500.00), subject to Court approval, for all costs incurred by the
15 Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of
16 notice to the class, calculation of Individual Class Payments and Individual PAGA Payment,
17 generation of Individual Class Payment and Individual PAGA Payment checks and related tax
18 reporting forms, redistribution of unclaimed and/or uncashed checks, on a pro rata basis, to the Class
19 Members and/or Aggrieved Employees who cashed their checks, and distribution of checks to Class
20 Counsel for attorneys' fees and costs, to Plaintiff for his Enhancement Award, and to the LWDA. The
21 Settlement Administration Costs shall be paid from the Gross Settlement Amount.

22 GG. "Settlement Administrator" means Phoenix Class Action Administration Solutions,
23 which the Parties have agreed will be responsible for the administration of the Individual Class
24 Payments and Individual PAGA Payments to be made by Defendant from the Gross Settlement
25 Amount and related matters under this Settlement.

26 HH. "Workweek Dispute" means a written letter submitted by a Class Member that: (a)
27 contains the case name and number of the Action; (b) contains the full name, address, telephone
28 number, signature, and the last four digits of the Social Security Number of the disputing Class

1 Member; (c) clearly states that the Class Member disputes the number of Qualifying Workweeks or
2 Qualifying Pay Periods credited to him or her and what he or she contends is the correct number to be
3 credited to him or her during the applicable timeframe; (d) includes information and/or attaches
4 documentation demonstrating the correct number of Qualifying Workweeks or Qualifying Pay Periods
5 that he or she contends should be credited to him or her; and (e) is submitted by mail to the Settlement
6 Administrator at the specified address postmarked on or before the Response Deadline.

7 **II. CONTINGENT NATURE OF THE AGREEMENT**

8 Because the Parties have stipulated to the certification of the Class with respect to all causes
9 of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and
10 final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis.
11 This Settlement is contingent upon the approval and certification by the Court. If the Effective Date
12 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement
13 shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class
14 with respect to all causes of action alleged in the Action, and this Settlement shall not be referred to
15 or used for any purpose whatsoever. Defendant does not consent to certification of the Class for any
16 purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if
17 disposition of this Action is not effectuated, any certification of the Class as to Defendant will be
18 vacated and Plaintiff, Defendant, and the Class will be returned to their respective positions in the
19 Action as if the Settlement had not been executed. In the event that the Effective Date does not occur:
20 (a) any Court orders preliminarily or finally approving certification of any class contemplated by this
21 Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or
22 entity; and (b) the fact of the settlement reflected in this Settlement, the fact that Defendant did not
23 oppose the certification of a Class under this Settlement, or that the Court preliminarily approved the
24 certification of the Class, shall not be used or cited thereafter by any person or entity, including in any
25 manner whatsoever, including without limitation any contested proceeding relating to the certification
26 of any class. If the Effective Date does not occur, this Settlement shall be deemed null and void, shall
27 be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.
28 Defendant expressly reserves the right to challenge the propriety of class certification in the Action

1 for any purpose if the Effective Date does not occur.

2 The Parties and their respective counsel shall take all steps that may be requested by the Court
3 relating to the approval and implementation of this Settlement and shall otherwise use their respective
4 best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the
5 Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and
6 confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a
7 resolution, the Parties agree to seek guidance from the Court to resolve the dispute, and to follow the
8 Court's guidance by taking all reasonable actions to ensure approval of this Settlement.

9 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

10 The procedure for obtaining Court approval of and implementing this Settlement shall be as
11 follows:

12 **A. Motion for Conditional Class Certification and Preliminary Approval**

13 Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for
14 preliminary approval of the Settlement and obtain entry of an order accomplishing the following:

- 15 a. Provisionally certifying the Action under California law as a class action for
16 purposes of this Settlement only;
- 17 b. Preliminarily approving the Settlement subject only to objections of
18 Participating Class Members to the Class Settlement, and final approval by the
19 Court;
- 20 c. Approving as to form and content the proposed Class Notice attached hereto as
21 **Exhibit A**;
- 22 d. Directing the mailing of the Class Notice by first-class mail to the Class
23 Members;
- 24 e. Preliminarily appointing Plaintiff as Class Representative and Plaintiff's
25 Counsel as Class Counsel (only for purposes of effectuating and implementing
26 this Settlement Agreement);
- 27 f. Preliminarily approving the application for Attorneys' Fees and Costs to Class
28 Counsel;

- g. Preliminarily approving the Service Award to the Class Representative;
- h. Preliminarily approving the Settlement Administration Costs to the Settlement Administrator.
- i. Preliminarily approving the PAGA Payment; and
- j. Scheduling a hearing for Final Approval on the question whether the proposed Settlement should be finally approved as fair, reasonable, and adequate to Class Members

The date that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval Date.” Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Agreement and all supporting approval documents required by the LWDA at the same time that Plaintiff submits them to the Court for approval.

B. The Settlement Administrator

The Parties have chosen Phoenix Class Action Administration Solutions to administer this Settlement and to act as the Settlement Administrator, including but not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, determining the validity of exclusions/opt-outs, calculating the Net Class Settlement Amount and Net PAGA Settlement Amount and the Individual Class Payments and Individual PAGA Payments, issuing the Individual Class Payment and Individual PAGA Payments checks and distributing them to Participating Class Members, redistributing unclaimed and/or uncashed checks, on a pro rata basis, to the Class Members and/or Aggrieved Employees who cashed their checks, issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Award check to Plaintiff, the LWDA Payment, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Settlement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Class Payments and Individual PAGA Payments, all costs and fees administering and redistributing unclaimed and/or uncashed checks, on a pro rata basis, to the Class

1 Members and/or Aggrieved Employees who cashed their checks, all costs and fees associated with
2 preparing any tax returns and any other filings required by any governmental taxing authority or
3 agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be
4 prepared in the course of administering disbursements from the Net Class Settlement Amount and Net
5 PAGA Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement
6 Administrator in connection with the execution of its duties under this Settlement (“Settlement
7 Administration Costs”), shall be paid to the Settlement Administrator from the Gross Settlement
8 Amount.

9 **C. Notice to Class Members**

10 No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendant will
11 provide the Settlement Administrator with a “Class List” based on its business records, identifying the
12 names of the Class Members and Aggrieved Employees, their last known home addresses, Social
13 Security numbers or, as applicable, other taxpayer identification number, and number of their
14 Qualifying Workweeks worked during the Class Period and Qualifying Pay Periods worked during
15 the PAGA Period, respectively. This information shall be treated as confidential and shall not be
16 disclosed to Plaintiff, Class Counsel or any other person without prior approval from Defendant’s
17 Counsel.

18 Following Defendant’s delivery of the Class List to the Settlement Administrator after
19 Preliminary Approval, the Settlement Administrator shall calculate: (a) the Net Class Settlement
20 Amount, (b) the Individual Class Payment for each Participating Class Member based on the formula
21 specified above, (c) the amount of the Individual Class Payments to be allocated to wages, statutory
22 damages/interest, penalties, and reimbursements, (d) the Net PAGA Settlement Amount, (e) the
23 Individual PAGA Payment for each Aggrieved Employee based on the formula specified above, (f)
24 the employer share of the payroll taxes applicable to the Net Class Settlement Amount allocated to
25 wages, and (g) the employee tax withholding amount based on the allocation of each Individual Class
26 Payment to wages.

27 Within seven (7) calendar days of receiving the Class List from Defendant, the Settlement
28 Administrator will send Class Members, by first-class mail, at their last known address, the Court

1 approved Class Notice, including notice of this settlement and of the opportunity to opt out of the
2 Settlement Class or object to the Settlement. The Class Notice will include a calculation of the Class
3 Member's estimated share of the Net Class Settlement Amount and Aggrieved Employee's estimated
4 share of the Net PAGA Settlement Amount. Class Members will have forty-five (45) calendar days
5 from the date of mailing in which to postmark Requests for Exclusion or Objections. Prior to the
6 initial mailing, the Settlement Administrator will check all Class Member addresses against the
7 National Change of Address database and shall update any addresses before mailing. The Settlement
8 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) calendar days
9 of receiving notice that a Class Notice was undeliverable. If a Class Member's Class Notice is re-
10 mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five (45)
11 calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request
12 for Exclusion or Objection. Class Members shall not be required to submit claim forms in order to
13 receive their Individual Class Payments and Individual PAGA Payments.

14 If a Class Notice is returned with a forwarding address, the Settlement Administrator shall re-
15 mail the Class Notice to the forwarding address. With respect to those Class Members whose Class
16 Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall
17 promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on
18 LexisNexis databases based on set criteria and, if another address is identified, shall mail the Class
19 Notice to the newly identified address. It is the intent of the Parties that reasonable means be used to
20 locate Class Members and that the Settlement Administrator be given discretion to take steps in order
21 to facilitate notice of this Settlement and delivery of the Individual Class Payments to the Settlement
22 Class and Individual PAGA Payments to the Aggrieved Employees. If no address can be determined
23 by the Settlement Administrator after these efforts, no further efforts to determine an address shall be
24 required.

25 If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and
26 notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
27 status report provided to the Parties.

28 In the event a Class Member's Class Notice remains undeliverable sixty (60) calendar days

1 after the Class Notice was initially mailed, the Settlement Administrator will not mail the Class
2 Member's Individual Class Payment and Individual PAGA Payment. The Settlement Administrator
3 will hold the Class Member's Individual Class Payment and Individual PAGA Payment during the
4 check cashing period on behalf of the Class Member and/or Aggrieved Employee. If at the conclusion
5 of the check cashing period the Class Member's Class Notice and Individual Class Payment and/or
6 Individual PAGA Payment remains undeliverable and/or unclaimed and uncashed, the Settlement
7 Administrator will redistribute the funds from unclaimed/uncashed checks, on a pro rata basis to the
8 Class Members and/or Aggrieved Employees who cashed their checks in accordance with the
9 procedures set forth in Section III(D)(7)(g) below.

10 No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement
11 Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to
12 completion of the notice process, including any attempts to obtain valid mailing addresses for and re-
13 sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and
14 Objections that the Settlement Administrator received.

15 Compliance with the procedures described in this section shall constitute due and sufficient
16 notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy
17 the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense
18 Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final
19 Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval
20 Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting
21 party of the continuance.

22 **D. Responses to Notice**

23 **1. Qualifying Workweek/Pay Period Disputes**

24 If any Class Member disagrees with Defendant's records as to his or her Qualifying
25 Workweeks during the Class Period or Qualifying Pay Periods during the PAGA Period, as reflected
26 in the Class Notice, the Class Member shall set forth the Qualifying Workweeks or Qualifying Pay
27 Periods he or she claims to have worked during the Class Period and submit to the Settlement
28 Administrator along with any supporting documentation no later than the Response Deadline. The

1 Notice will also provide a method for the Class Member to challenge the employment data on which
2 his or her Individual Class Payment and/or Individual PAGA Payment is based. The Settlement
3 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to
4 resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
5 final arbiter of the Qualifying Workweeks or Qualifying Pay Periods for each Class Member during
6 the Class Period and PAGA Period, respectively, based on the information provided to it. Any dispute
7 not otherwise resolved by the Administrator and the Parties shall be resolved by the Court.

8 **2. Requests for Exclusion from the Class**

9 The Plaintiff may not request exclusion from the Class. In order for any Class Member to
10 validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the
11 Exclusion Form must be completed and signed by the Class Member or his or her authorized
12 representative, and must be mailed to the Settlement Administrator, postmarked by no later than the
13 Response Deadline, which is forty-five (45) calendar days after the date the Settlement Administrator
14 initially mails the Class Notice to the Class Members (or fifteen (15) calendar days after the Settlement
15 Administrator re-mails the Class Notice to the Class Member, whichever is later). The Class Notice
16 shall contain instructions that the Exclusion Form must be mailed, the date by which it must be mailed,
17 state that the exclusion from the Class Settlement will not result in exclusion from any PAGA
18 Settlement, and state the name and address of the Settlement Administrator. The date of the initial
19 mailing of the Class Notice, and the date the signed Exclusion Form was postmarked, shall be
20 conclusively determined according to the records of the Settlement Administrator. Any Class Member
21 who timely and validly requests exclusion from the Class and this Settlement will not be entitled to
22 any Individual Class Payment arising from the Class claims, will not be bound by the terms and
23 conditions of this Settlement as to the Class claims, and will not have any right to object, appeal, or
24 comment thereon. However, the Parties' Settlement includes the settlement of claims for civil penalties
25 under PAGA. Class Members may not request exclusion from the settlement of the release of a PAGA
26 claim in the Action. Thus, if the Court approves the Settlement, even if a Class Member requests
27 exclusion from the Settlement, the Class Member will still receive an individual settlement share for
28 the PAGA claims pursuant to the terms in Section III(D)(7)(e) below, and will be deemed to have

1 released the PAGA claims.

2 Any Class Member who fails to timely submit a Request for Exclusion shall automatically be
3 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
4 determined by the Court's Final Approval Order, and by the other rulings in the Action.

5 **3. Objections to Settlement**

6 The Plaintiff may not object to the Settlement. For any Class Member to object to this
7 Settlement, or any term of it, the Class Member making the objection must not submit a Request for
8 Exclusion (*i.e.*, must not opt out), and should complete, sign and send the Objection Form using the
9 instructions provided in the Class Notice to the Settlement Administrator, postmarked no later than
10 the Response Deadline, which is forty-five (45) calendar days after the Class Notice was initially
11 mailed to the Class Members (or fifteen (15) calendar days after the Settlement Administrator re-mails
12 the Notice to the Class Member, whichever is later), along with all supporting papers. The date of the
13 initial mailing of the Class Notice, and the date the signed Objection was postmarked, shall be
14 conclusively determined according to the records of the Settlement Administrator. The Settlement
15 Administrator shall send any Objections it receives to Defense Counsel and Class Counsel within three
16 (3) business days of receipt. The Court retains final authority with respect to the consideration and
17 admissibility of any Class Member objections. Class Members may not object to the settlement of the
18 release of a PAGA claim in the Action.

19 **4. Encouragement of Class Members**

20 The Parties to this Settlement and the counsel representing such Parties shall not, directly or
21 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
22 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
23 from Class Members.

24 **5. Plaintiff's Right to Adjust Gross Settlement Amount**

25 When the Parties agreed to settle this matter, Defendant estimated the number of workweeks
26 as 19,000. If the final number of workweeks worked by Class Members during the Class Period
27 increases by more than 10% (which is more than 20,900 workweeks), then Defendant shall have the
28 option, in its sole discretion to (1) increase the Gross Settlement Amount by \$40 per Workweek for

1 each Workweek in excess of 20,900; or (2) the Class Period is cutoff on the date that the number of
2 Workweeks worked reaches 20,900 as long as Defendant makes its election before the Court issues
3 its Order Granting Preliminary Approval of this Agreement.

4 **6. Final Approval Hearing**

5 On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval
6 Hearing shall be held before the Court in order to (1) review this Settlement and determine whether
7 the Court should give it final approval, and (2) consider any objections made and all responses by the
8 parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final
9 approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

10 a. Waiver of Right to Appeal

11 Provided that the Final Approval Order is consistent with the terms and conditions of this
12 Settlement, all Class Members who do not submit timely written objections to the Settlement or orally
13 object at the Final Approval Hearing shall have waived any and all rights to appeal from the Final
14 Approval Order and Judgment, including all rights to any post-Final Approval Order proceeding and
15 appellate proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment,
16 a motion for new trial, and any extraordinary writ, and the Final Approval Order and Judgment
17 therefore shall become final and non-appealable at the time it is entered. This waiver does not include
18 any waiver of the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings.
19 A modification by the Court of the requested amount of the Enhancement or Class Counsel's fees or
20 costs shall not constitute a basis for appeal of the Final Approval Order within the meaning of this
21 paragraph.

22 b. Vacation, Reversal, or Material Modification of Final Order and 23 Judgment on Appeal or Review

24 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or
25 application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there
26 is a material modification to the Settlement and the Court's decision is not completely reversed, and
27 the Final Approval Order is not fully affirmed on review by a higher court, then Plaintiff and Defendant
28 shall each have the right, but not the obligation, to void the Settlement, which either Party must do by

1 giving written notice to the other Party, the final reviewing court, and the Court no later than thirty
2 (30) business days after the final reviewing court's decision vacating, reversing, or materially
3 modifying the Final Order becomes final and non-appealable. A vacation, reversal, or modification
4 of the Court's award of the Enhancement or Class Counsel's fees or costs shall not constitute a
5 vacation, reversal, or material modification of the Final Order and Judgment within the meaning of
6 this paragraph.

7 **7. Settlement Payment Procedures**

8 a. Gross Settlement Amount

9 In exchange for the releases set forth in this Agreement, Defendant agrees to pay the Gross
10 Settlement Amount in the amount of Seven Hundred and Sixty Thousand Dollars and Zero Cents
11 (\$760,000.00), subject to a pro rata increase under the condition set forth in Section III(D)(5). The
12 Gross Settlement Amount includes all claims of the Settlement Class and all Settlement
13 Administration costs, Class Counsel's attorney's fees and costs, LWDA Payment, and the
14 Enhancement Award.

15 No later than fourteen (14) calendar days after the Court's final approval of the Settlement (i.e.,
16 the date the final approval order is signed), Defendant will transfer the Gross Settlement Amount into
17 an account established by the Settlement Administrator either directly or by sending the funds to the
18 Settlement Administer to be deposited and distributed. All of Defendant's obligations under this
19 Settlement are deemed to be satisfied upon Defendant's timely deposit of the entire Gross Settlement
20 Amount and acknowledgement of receipt of said funds and Defendant shall have no further obligations
21 to the Class including, without limitation, any further obligations to make any other payments of any
22 kind to, or on behalf of, the Class (except for the employer's share of payroll taxes).

23 The Settlement Administrator will use these funds to issue the Individual Class Payments to
24 Participating Class Members and Individual PAGA Payments to Aggrieved Employees, Class
25 Counsel's attorneys' fees and costs, LWDA Payment, the Enhancement Award, and employer and
26 employee tax withholdings applicable to the Net Class Settlement Amount allocated to wages. Seven
27 (7) calendar days after Defendant fully funds the Settlement, the Settlement Administrator will
28 distribute Participating Class Members' Individual Class Payments and Aggrieved Employees'

1 Individual PAGA Payments, Court-approved attorney's fees and costs, settlement administration
2 costs, Enhancement Award, and LWDA Payment.

3 b. Payment of Attorneys' Fees and Costs

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of
5 the Gross Settlement Amount (which may increase pursuant to Section III(D)(5), i.e., pro rata increase
6 provision), which, based on the current Gross Settlement Amount, is Two Hundred Fifty-Three
7 Thousand Three Hundred and Thirty-Three Dollars and Thirty Four Cents (\$253,333.34). Class
8 Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars and
9 Zero Cents (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at
10 the Final Approval Hearing. Defendant shall not object to or oppose any such application in these
11 amounts.

12 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and
13 shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel
14 approved by the Court shall encompass all work performed, costs, and expenses related to the
15 investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the
16 extent that the Court approves less than the amount of attorney's fees and/or costs requested by Class
17 Counsel, the difference between the requested and awarded amounts will be retained in the Net Class
18 Settlement Amount for distribution to Participating Class Members.

19 Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys'
20 fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including
21 obtaining the Final Approval Order. Defendant shall have no obligation to Class Counsel for any
22 attorneys' fees and costs incurred in prosecuting this Action other than as stated herein, provided that
23 Defendant fully complies with the terms of this Settlement, including but not limited to timely payment
24 of the Gross Settlement Amount.

25 c. Payment of Settlement Administration Costs

26 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
27 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Eight
28 Thousand Five Hundred Dollars and Zero Cents (\$8,500.00).

1 d. Payment of Enhancement Award to Named Plaintiff

2 Subject to Court approval, Plaintiff will request an Enhancement Award of up to Ten Thousand
3 Dollars and Zero Cents (\$10,000.00), the request for which Defendant will not object to or oppose.
4 The Plaintiff shall execute a full, general release of all claims in exchange for the Enhancement
5 Payment. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not
6 constitute payment to any Participating Class Member(s). To the extent that the Court approves less
7 than the amount of Enhancement Award that Class Counsel requests, the difference between the
8 requested and awarded amounts will be retained in the Net Class Settlement Amount for distribution
9 to Participating Class Members.

10 Because it is the intent of the Parties that the Enhancement Award represents payment to
11 Plaintiff for his service to Class Members, and not wages, the Settlement Administrator will not
12 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a
13 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
14 authorities as required by law.

15 Although it is the contemplation of the Parties that the Enhancement Award does not represent
16 wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing
17 authority may take the position that some or all of the Enhancement Award constitutes wages for
18 income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the
19 Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority
20 the amounts required by law, if any, inclusive of any sums to be withheld by Defendant from the
21 Enhancement Award paid under this Settlement. In addition, Plaintiff shall hold Defendant, Released
22 Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class Counsel for
23 all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid
24 claims by taxing authorities relating to the non-withholding of taxes from the Enhancement Award.

25 e. Payment to the Labor and Workforce Development Agency and the
26 Class for Settlement of PAGA Claims

27 In consideration of claims made under the California Private Attorneys General Act
28 (“PAGA”), Cal. Labor Code §§ 2698 et seq. and the release obtained therefor by virtue of this

1 Settlement, Class Counsel will request that the Court approve allocation of Fifty Thousand Dollars
2 and Zero Cents (\$50,000.00) of the Gross Settlement Amount to these claims (“PAGA Penalties”).
3 Seventy-five percent (75%) of the PAGA Penalties will be paid to the California Labor and Workforce
4 Development Agency (“LWDA Payment”) and twenty-five percent (25%) will be paid, on a pro rata
5 basis, to all Aggrieved Employees based on the individual Qualifying Pay Periods worked during the
6 PAGA Period by each Aggrieved Employee, regardless of whether or not they opt out of this
7 Settlement (“Individual PAGA Payment”). Defendant will not oppose this request for PAGA
8 Penalties. The LWDA Payment and Individual PAGA Payments will be paid out of the Gross
9 Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Plaintiff’s PAGA
10 claim will not invalidate this Settlement and the difference between the requested and awarded
11 amounts will be retained in the Net PAGA Settlement Amount for distribution to Aggrieved
12 Employees.

13 f. Calculating Individual Class Payments and Individual PAGA Payments

14 The Parties agree that the Net Class Settlement Amount and Net PAGA Settlement Amount
15 shall be used to fund Individual Class Payments and Individual PAGA Payments. After final approval
16 by the Court, the Net Class Settlement Amount and Net PAGA Settlement Amount will be distributed
17 to Participating Class Members and Aggrieved Employees as follows:

18 *Individual PAGA Payments.* The Settlement Administrator will calculate the total number of
19 Qualifying Pay Periods for all Aggrieved Employees worked during the PAGA Period. The Individual
20 PAGA Payment that each Aggrieved Employee will be eligible to receive will be calculated by
21 dividing each Aggrieved Employee’s individual number of Qualifying Pay Periods worked during the
22 PAGA Period by the total number of Qualifying Pay Periods of all Aggrieved Employees worked
23 during the PAGA Period, and multiplying the resulting fraction by the 25% portion of the PAGA
24 Penalties (\$12,500.00) payable to Aggrieved Employees. The Settlement Administrator will determine
25 the total number of Qualifying Pay Periods worked during the PAGA Period for each Aggrieved
26 Employee.

27 *Individual Class Payments.* The Settlement Administrator will calculate the total number of
28 Qualifying Workweeks for all Participating Class Members worked during the Class Period. The

1 Individual Class Payment that each Participating Class Member will be eligible to receive will be
2 calculated by dividing each Participating Class Member's individual number of Qualifying
3 Workweeks by the total number of Qualifying Workweeks of all Participating Class Members worked
4 during the Class Period, and multiplying the resulting fraction by the Net Class Settlement Amount.
5 The Settlement Administrator will determine the total number of qualifying Workweeks worked
6 during the Class Period for each Participating Class Member.

7 g. Distribution of Individual PAGA Payments and Individual Class Payments

8 No later than seven (7) calendar days after receiving the entire Gross Settlement Amount from
9 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Class
10 Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees.
11 Defendant shall not bear any liability for lost or stolen checks, forged signatures on checks, or
12 unauthorized negotiation of checks. Individual Class Payments paid from the Net Class Settlement
13 Amount allocated to wages will be reduced by applicable employer and employee tax withholdings,
14 and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Class
15 Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the
16 non-wage statutory damages and interest portions of the Individual Class Payments and Individual
17 PAGA Payments. Participating Class Members shall have 180 calendar days from the date their
18 Individual Class Payment and Individual PAGA Payment checks are issued to cash their settlement
19 checks. Any amounts from checks that remain unclaimed and/or uncashed after 180 calendar days of
20 issuance will be redistributed to Class Members that cashed their checks, on a pro rata basis, as
21 described in Section III(D)(7)(f) (i.e., based on Class Member's proportionate share of workweeks for
22 the class claims and Aggrieved Employee's proportionate share of pay periods for the PAGA claim).

23 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
25 a mass search on LexisNexis databases based on set criteria and, if another address is identified, shall
26 mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a
27 valid mailing address through this process, the Settlement Administrator will also redistribute, on a
28 pro rata basis, the amount represented by the check to the Class Members that cashed their checks.

1 h. Allocation and Tax Treatment of Individual PAGA Payments and Individual Class
2 Payments

3 Each Individual Class Payment will represent wages and penalties allocated using the
4 following formula: one-third allocated to wages and two-thirds allocated to penalties, interest, and
5 reimbursements. Each Individual PAGA Payment will be allocated as follows: 100% as civil
6 penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from
7 an employee's wages and all other authorized and required withholdings and shall be reported by W-
8 2 forms. The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and all other
9 applicable payroll taxes) will be paid by Defendant separate from and in addition to the Gross
10 Settlement Amount. The amounts paid as non-wage statutory damages, interest, and/or civil penalties
11 shall be subject to all authorized and required withholdings other than the tax withholdings customarily
12 made from employees' wages and shall be reported by IRS 1099 forms. Defendant shall not make as
13 part of this Settlement, nor be required to make, any deductions, nor pay any monthly contributions
14 for any insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to monies
15 paid as a result of this Settlement.

16 i. No Credit Toward Benefit Plans

17 The Individual Class Payments made to Participating Class Members and Individual PAGA
18 Payments made to Aggrieved Employees under this Agreement, as well as any other payments made
19 pursuant to this Agreement, shall have no effect on, nor will they be utilized to calculate, any additional
20 benefits under any benefit plans to which any Class Members may be eligible, including, but not
21 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
22 leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
23 Settlement will not affect any rights, contributions, or amounts to which any Class Members may be
24 entitled under any benefit plans.

25 j. No Effect on Regular Rate or Overtime Compensation

26 Participating Class Members will receive payment under the Settlement as determined by the
27 Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is
28 not viewed as additional compensation for purposes of calculating a "regular rate" of pay under

1 California or federal law for the period during which it is received, and no additional overtime
2 compensation is required as a result of such payment.

3 k. Tax Liability

4 The Parties and counsel for the Parties make no representation as to the tax treatment or legal
5 effect of the payments called for hereunder. Plaintiff and Participating Class Members are not relying
6 on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement
7 Administrator in this regard. Plaintiff, Participating Class Members, and Plaintiff's Counsel
8 understand and agree that they will be solely responsible for the payment of their own portion of any
9 taxes and penalties assessed on the payments that they receive.

10 l. No Additional Contribution by Defendant

11 Other than as set forth above, Defendant shall not be called upon or required to contribute
12 additional monies above the Settlement under any circumstances whatsoever except as specifically set
13 forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified,
14 however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated,
15 or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any
16 obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except
17 for costs already incurred by the Settlement Administrator, and this action shall resume as though no
18 Settlement had occurred with the Action proceeding in the Riverside County Superior Court.

19 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

20 **A. No Admission**

21 Defendant denies that it has engaged in any unlawful activity, that they have failed to comply
22 with the law in any respect, that they have any liability to anyone under the claims asserted in the
23 Action, and that, but for this Settlement, a class should not and could not be certified in this Action.
24 This Settlement is entered into solely for the purpose of compromising highly disputed claims.
25 Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing
26 by Defendant.

27 **B. Non-Evidentiary Use**

28 Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be:

1 (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any
2 purpose adverse to Defendant or any other of the Released Parties, including but not limited to,
3 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any
4 liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered
5 in evidence against any of the Released Parties in any further proceeding in the Action, except for the
6 purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that
7 a Class Member has resolved any of his/her claims released through this Settlement.

8 **C. Defendant's Right to Terminate Settlement**

9 Defendant shall have the right at its sole discretion to terminate the Settlement if Class
10 Members holding 5% or more of the Class, timely elect to opt out of the Settlement. If Defendant
11 elects to exercise its right under this paragraph, Defendant shall be liable solely for administrative
12 costs of the third-party claims administrator selected by the Parties incurred prior to the termination
13 of the Settlement. The Parties agree that they will not in any manner take any actions to encourage
14 Class Members to opt-out.

15 **D. Nullification**

16 The Parties have agreed to the certification of the Class encompassing all claims alleged in the
17 Action for the sole and exclusive purpose of effectuating this Settlement. If (a) the Court should for
18 any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve
19 this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the
20 Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason
21 fail to dispose of the action in its entirety, then (1) this Settlement shall be considered null and void;
22 (2) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or
23 effect; (3) all Parties to this Settlement shall stand in the same position, without prejudice, as if the
24 Settlement had been neither entered into nor filed with the Court; and (4) the fact that the Parties were
25 willing to stipulate to class certification of all causes of action pled in the Action as part of the
26 Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether
27 the Class should be certified by the Court in a non-settlement context in this Action or any other action,
28 and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

1 Invalidation of any material portion of this Settlement shall invalidate this Settlement in its
2 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall
3 remain in full force and effect.

4 **V. RELEASES**

5 **A. Releases by Participating Class Members**

6 Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant,
7 Plaintiff and all Participating Class Members will release Defendant, their officers, directors,
8 employees and agents (collectively, the “Released Parties”) from any and all claims, debts, liabilities,
9 demands, actions, or causes of action of every nature and description that accrued during the Class
10 Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that
11 were alleged or which could have been alleged based on the factual allegations in the First Amended
12 Complaint in the Action, including, but not limited to, claims for unpaid wages (including, *inter alia*,
13 sick pay, vacation pay, minimum, regular, straight time, overtime, and double time wages), claims
14 related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such,
15 failure to provide recovery periods or compensation in lieu thereof, failure to comply with itemized
16 employee wage statement provisions, failure to pay wages due at separation and associated waiting
17 time penalties, failure to timely pay wages during employment, failure to maintain compliant time and
18 payroll records, the failure to reimburse for business expenses, intentional theft of wages, and unfair
19 or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.*
20 based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney fees and
21 costs. The Released Claims specifically include, but are not limited to, all claims arising under
22 California Labor Code Sections 200, 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 246.5,
23 248.5, 256, 350, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
24 and 2802, and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those
25 arising under the Industrial Welfare Commission Wage Orders; California Business and Professions
26 Code section 17200 *et seq.*; California Code of Regulations, title 8, Section 11160; the California Civil
27 Code sections 3287, 3289, and 3294; California Penal Code section 487m, 496(c); and California Code
28 of Civil Procedure section 1021.5 (“Released Claims”).

1 The above release language shall also be included in the Class Notice. Plaintiff and
2 Participating Class Members will release these Released Claims from June 24, 2020 through
3 September 2, 2025.

4 Class Members who endorse their settlement checks waive and release the Released Claims
5 and any claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) arising during
6 the Class Period and based on the factual allegations alleged or which could have been alleged in the
7 Action, including the claims noted above.

8 This release excludes the release of claims not permitted by law.

9 **B. Releases by Plaintiff, Aggrieved Employees and the State of California**

10 Any Aggrieved Employee who is also a Non-Participating Class Member will still receive their
11 Individual PAGA Payment. Upon the Effective Date and full payment of the Gross Settlement Amount
12 by Defendant, Plaintiff, the Aggrieved Employees, and the State of California will release all claims
13 against Released Parties for statutory penalties that could have been sought by the Labor
14 Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA dated May 29,
15 2024 and that were alleged or which could have been alleged based on the factual allegations in the
16 First Amended Complaint in the Action (“PAGA Released Claims”). The PAGA Released Claims
17 specifically include, but are not limited to, all claims arising under California Labor Code Sections
18 200, 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 350, 510, 512, 516,
19 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and/or those arising
20 under the Industrial Welfare Commission Wage Orders.

21 The above release language shall also be included in the Class Notice. Plaintiff, the Aggrieved
22 Employees and the State of California will release these PAGA Released Claims during the PAGA
23 Period.

24 This release excludes the release of claims not permitted by law.

25 **C. Plaintiff’s General Release**

26 Plaintiff does hereby, for himself, and for his heirs, successors, predecessors, attorneys, agents,
27 representatives and assigns, forever release the Released Parties from any and all charges, complaints,
28 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of

1 action, injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees,
2 interest, expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs
3 actually incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind,
4 nature, and character whatsoever, from the beginning of time through the date of his signature on this
5 Settlement, whether known or unknown, suspected or unsuspected, unforeseen, or unanticipated
6 including but not limited to all claims arising out of, based upon, or relating to his employment with
7 Defendant, the termination or resignation of his employment with Defendant, or the remuneration for
8 such employment, including, but not limited to all claims that were brought, or which could have been
9 brought, in the Action under California Labor Code sections 201-204, 206, 210, 218.6, 226, 226.3,
10 226.7, 227.3, 246, 246.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
11 1197.1, 1198, 2800, and 2802, the applicable Wage Orders of the California Industrial Welfare
12 Commission. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims
13 which were or could have been raised in the Action and all claims or rights arising out of alleged
14 violations of any contracts, express or implied (including but not limited to any contract of
15 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,
16 including negligence, fraud, misrepresentation under California Labor Code § 970, negligent infliction
17 of emotional distress, intentional infliction of emotional distress, and defamation; any other common
18 law claim; any "retaliation" claims; any claims relating to any breach of public policy; any claim for
19 costs, fees, interest, or other expenses including attorneys' fees; any legal restrictions on Defendant's
20 right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental
21 statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of
22 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment,
23 including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as
24 amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The
25 Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income
26 Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The
27 Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of
28 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as

1 amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law,
2 as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities
3 Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (14) Family and Medical Leave Act, 29
4 U.S.C. § 2601 *et seq.* (family/medical leave); (15) California Fair Employment and Housing Act [*Gov.*
5 *Code*, §§ 12900, *et seq.*] (discrimination or harassment in employment and/or housing, including
6 discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical
7 or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age,
8 including retaliation for reporting discrimination or harassment); (16) California Family Rights Act,
9 [*Gov. Code*, §§ 12945.1, *et seq.*] (family/medical leave); (17) California Labor Code or any Industrial
10 Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex,
11 and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination);
12 (21) California health and safety laws and regulations; and (22) any other federal, state, or local law,
13 regulation or ordinance, including those regulating compensation, and those prohibiting
14 discrimination, harassment, or retaliation of any kind. This release excludes the release of claims not
15 permitted by law.

16 **D. Plaintiff's General Release of Unknown Claims**

17 Plaintiff, in his individual capacity, also expressly waives, as to the Released Claims any and
18 all provisions, rights and benefits conferred by any law or principle of common law or equity, that is
19 similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For the
20 purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release
21 given in this Settlement is intended to include in its effect, without limitation, claims that each did not
22 know or suspect to exist in his favor at the time of the effective date of this Settlement, regardless of
23 whether the knowledge of such claims, or the facts upon which they might be based, would materially
24 have affected the settlement of this matter, and that the consideration given under the Settlement was
25 also for the release of those claims and contemplates the extinguishment of any such unknown claims.
26 Plaintiff expressly waives the provisions of section 1542 of the Civil Code of California, which
27 provides:

28 **A general release does not extend to claims that the creditor or
releasing party does not know or suspect to exist in his or her favor**

1 **at the time of executing the release and that, if known by him or her,**
2 **would have materially affected his or her settlement with the debtor**
3 **or released party.**

4 Thus, subject to and in accordance with this Agreement, even if Plaintiff may hereafter discover facts
5 in addition to or different from those he now knows or believes to be true, Plaintiff, upon the Effective
6 Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against
7 the Released Parties that were alleged or could have been alleged in the Action, as well as any other
8 claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now
9 exist, upon any theory of law or equity, including without limitation, conduct which is negligent,
10 intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the
11 subsequent discovery or existence of such different or additional facts.

12 **E. No Additional Attorneys' Fees or Costs**

13 Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear
14 their own attorneys' fees and costs related to this Action and this Settlement.

15 **VI. MISCELLANEOUS PROVISIONS**

16 **A. Amendments or Modification**

17 The terms and provisions of this Settlement may be amended or modified only by an express
18 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel
19 and approval by the Court.

20 **B. Assignment**

21 None of the rights, commitments, or obligations recognized under this Settlement may be
22 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
23 consent of each other Party and their respective counsel. The representations, warranties, covenants,
24 and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement,
25 and shall not be construed to confer any right or to avail any remedy to any other person.

26 **C. Governing Law**

27 This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall
28 be determined, in accordance with the laws of the State of California, irrespective of the State of
California's choice of law principles.

1 **D. Entire Agreement**

2 This Settlement, including Exhibit A referred to herein, which forms an integral part hereof,
3 contains the entire understanding of the Parties hereto with respect of the subject matter contained
4 herein. In case of any conflict between text contained in Articles I through VI of this Settlement and
5 text contained in Exhibit A to this Settlement, the former (*i.e.*, Articles I through VI) shall be
6 controlling, unless Exhibit A is changed by or in response to a Court order. There are no restrictions,
7 promises, representations, warranties, covenants, or undertakings governing the subject matter of this
8 Settlement other than those expressly set forth or referred to herein. This Settlement supersedes all
9 prior agreements and all understandings among the Parties hereto with respect to the settlement of the
10 Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior
11 agreements or proposals.

12 **E. Waiver of Compliance**

13 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
14 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent
15 permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to
16 the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon
17 strict compliance with any representation, warranty, covenant, agreement, or condition shall not
18 operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19 **F. Counterparts and Fax/PDF Signatures**

20 This Settlement, and any amendments hereto, may be executed in any number of counterparts
21 and any Party and/or their respective counsel hereto may execute any such counterpart, each of which
22 when executed and delivered shall be deemed to be an original and all of which counterparts taken
23 together shall constitute one instrument. A fax, electronic, or PDF signature on this Settlement shall
24 be as valid as an original signature, provided sufficient verification is provided to authenticate the
25 signature.

26 **G. Meet and Confer Regarding Disputes**

27 Should any dispute arise among the Parties or their respective counsel regarding the
28 implementation or interpretation of this Settlement, a representative of Class Counsel and a

1 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
2 to submitting such disputes to the Court.

3 **H. Agreement Binding on Successors**

4 This Agreement will be binding upon, and inure to the benefit of, the successors in interest of
5 each of the Parties.

6 **I. Cooperation in Drafting**

7 The Parties have cooperated in the negotiation and preparation of this Settlement. This
8 Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel,
9 was the drafter or participated in the drafting of this Settlement.

10 **J. Fair Settlement**

11 Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects
12 a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through
13 arm's-length negotiations, taking into account all relevant factors, current and potential, and is
14 consistent with public policy, and fully complies with applicable provisions of law.

15 **K. Headings**

16 The descriptive heading of any section or paragraph of this Settlement is inserted for
17 convenience of reference only and does not constitute a part of this Settlement and shall not be
18 considered in interpreting this Settlement.

19 **L. Notice**

20 All notices, demands, or other communications given under this Settlement must be in writing
21 and addressed as follows:

22 *To Plaintiff and the Class:*

23 Daniel J. Hyun
24 daniel@torusllp.com
25 Shelly Song
26 shelly@torusllp.com
27 TORUS LLP
28 2 Park Plaza, Suite 1260
Irvine, California 92614
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

and

To Defendant:

Adam Siegel
Adam.Siegel@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 630-8219
Facsimile: (213) 520-2400

Semarnpreet Kaur
Semarnpreet.Kaur@jacksonlewis.com
JACKSON LEWIS P.C.
3390 University Avenue, Suite 110
Riverside, CA 92501
Telephone: (951) 848-7940
Facsimile: (951) 848-0009

M. Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement.

N. Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

1 **O. Authorization to Act**

2 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
3 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
4 effectuate the terms of this Settlement, except for signing the documents, including but not limited to
5 this Settlement, that are required to be signed by the Parties.

6 **P. No Reliance on Representations**

7 The Parties have made such investigation of the facts and the law pertaining to the matters
8 described herein and to this Settlement as they deem necessary, and have not relied, and do not rely,
9 on any statement, promise, or representation of fact or law, made by any of the other parties, or any of
10 their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
11 rights, or with regard to the advisability of making and executing this Settlement, or with respect to
12 any other matters. No representations, warranties, or inducements have been made to any party
13 concerning this Settlement.

14 **Q. No Collateral Attack**

15 This Settlement shall not be subject to collateral attack by any Class Member or any recipient
16 of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not
17 be limited to claims that the Class Member failed for any reason to receive timely notice of the
18 procedure for disputing the calculation of his or her Individual Class Payment and/or Individual PAGA
19 Payment.

20 **R. Invalidity of Any Provision**

21 Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the
22 provision as valid to the fullest extent possible consistent with applicable precedents so as to define all
23 provisions of this Agreement valid and enforceable. If any provision of this Agreement or the application
24 thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which
25 can be given effect without the invalid provisions or application and, to this end, the provisions of this
26 Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained
27 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable
28 party.

1 **EXECUTION BY PARTIES**

2 The Parties hereby execute this Settlement.

3
4 Dated: 09/10/2025

MARCO CESENA

5 By: 
6 Marco A Cesena (Sep 10, 2025 13:26:50 PDT)
7 (Signature)

8 Dated: _____

TAYLOR METAL INC.

9 By: _____
10 (Signature)

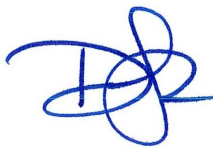
11 _____
12 (Printed Name)

13 _____
14 (Title)

15 Approved only as to form:

16 Dated: September 10, 2025

TORUS LLP

17 
18 By: _____
19 Daniel J. Hyun
20 Shelly Song
21 Attorneys for Plaintiff MARCO CESENA

22 Dated: _____

JACKSON LEWIS P.C.

23 By: _____
24 Adam Siegel
25 Semarnpreet Kaur
26 Attorneys for Defendant TAYLOR METAL INC.
27 4910-5237-9482, v. 1
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

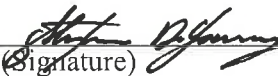
Dated: _____

MARCO CESENA

By: _____
(Signature)

Dated: September 10th 2025

TAYLOR METAL INC.

By: 
(Signature)

Stephen DeYoung
(Printed Name)

Chief Financial Officer
(Title)

Approved only as to form:

Dated: _____

TORUS LLP

By: _____
Daniel J. Hyun
Shelly Song
Attorneys for Plaintiff MARCO CESENA

Dated: September 10, 2025

JACKSON LEWIS P.C.


By: _____
Adam Siegel
Semarnpreet Kaur
Attorneys for Defendant TAYLOR METAL INC.
4910-5237-9482, v. 1