

Collin D. Cook (SBN 251606)
E-Mail: ccook@fisherphillips.com
Nathan K. Low (SBN 299587)
E-Mail: nlow@fisherphillips.com
Abby N. Harrington (SBN 335055)
E-Mail: aharrington@fisherphillips.com
FISHER & PHILLIPS LLP
One Embarcadero Center, Suite 2050
San Francisco, California 94111
Telephone: (415) 490-9000
Facsimile: (415) 490-9001

Attorneys for Defendant
ICONIX WATERWORKS (US), INC.

Craig P. Bronstein, Esq. (SBN 174124)
E-Mail: cpbronstein@lanak-hanna.com
Natasha K. Buchanan, Esq. (SBN 267353)
E-Mail: nkbuchanan@lanak-hanna.com
LANAK & HANNA, P.C.
625 The City Drive South, Suite 190
Orange, CA 92868
Telephone: (714) 620-2350
Facsimile: (714) 703-1610

Attorneys for Defendant
ICONIX WATERWORKS, (US) INC. and
GREG PUCCI,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHAEL MAGEE, individually, and on
behalf of all other similarly situated,

Plaintiff,

v.

ICONIX WATERWORKS (US) INC., a
corporation, GREG PUCCI, an individual, and
DOES 1-10, inclusive,,

Defendants.

CASE NO.: 34-2020-00276640-CU-OE-GDS
*Assigned for all purposes to the
Honorable Russell L. Hom, Dept. 47*

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

Complaint Filed: March 3, 2020
Trial Date: Not Set

1 This Stipulation of Class Action Settlement and Release is entered into by Plaintiff MICHAEL
2 MAGEE (hereinafter "Plaintiff") on the one hand, and Defendant ICONIX WATERWORKS (US) INC.,
3 (hereinafter "Defendant") on the other.

4 WHEREAS, Plaintiff alleges that he is a former employee of Defendant;

5 WHEREAS, on or about December 30, 2020, Plaintiff filed a Second Amended Complaint in the
6 California Superior Court, in and for the County of Sacramento, Case No. 34-2020-00276640
7 ("Plaintiff's Complaint" or "Complaint") on behalf of himself and the putative class and purported
8 aggrieved employees;

9 WHEREAS, Plaintiff alleges a claim under the California Labor Code Private Attorneys General
10 Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (hereinafter the "PAGA Claim") and provided notice to
11 the California Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a),
12 (hereinafter the "PAGA Notice");

13 WHEREAS, the Plaintiff's Complaint, the PAGA Claim, and the PAGA Notice shall be
14 hereinafter collectively referenced as the "Complaints" and shall collectively be incorporated herein by
15 reference as though fully set forth;

16 WHEREAS, Plaintiff and Defendant shall be hereinafter collectively referred to as the "Parties";

17 WHEREAS, the civil action initiated by Plaintiff's Complaint, which that was amended to
18 include the PAGA Claim, entitled *Michael Magee et al. v. Iconix Waterworks (US) Inc., et al.*,
19 Sacramento County Superior Court, Case No. 34-2020-00276640 shall be hereinafter collectively
20 referred to as the "Action";

21 WHEREAS, on November 17, 2021, the Parties commenced a full-day mediation with mediator
22 Michael Loeb, and reached a settlement of all claims in the Action;

23 WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle
24 all claims that were or could have been brought in the Complaints and in the Action, including the PAGA
25 Claim;

26 NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such
27 claims as follows:
28

I. DEFINITIONS

The terms defined above shall have the meanings therein given, for all purposes in this Joint Stipulation of Class and PAGA settlement, including in any exhibits hereto. And, the following defined terms used in this Joint Stipulation of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. “Agreement”, “Settlement”, “Settlement Agreement” and “Joint Stipulation” mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. “Class”, “Class Members”, “Settlement Class”, or “Settlement Class Members” shall mean all persons employed by the Defendant or Released Parties in a Class Position, at any time during the Class Period.

3. Class Administrator. “Class Administrator” means the third-party class action administrator jointly selected by the Parties and/or appointed by the Court to perform the Class Administration Duties.

4. Class Administrator Declaration. “Class Administrator Declaration” shall mean a declaration attesting, in detail, to the steps taken through the date of such declaration in performing the Class Administration Duties, that the procedures contemplated in Sections II.4 through II.7 below are complete, and that the Class Administrator has all information needed to perform any remaining Class Administration Duties, including calculation of the amounts of the respective Eligible Class Member Shares.

5. Class Administration Costs. “Class Administration Costs” shall mean the fees and expenses reasonably and necessarily incurred by the Class Administrator as a result of performing the Class Administration Duties. Class Administration Costs shall be paid from the Gross Settlement Amount. The Parties estimate that Class Administration Costs shall be up to \$10,000. Should any actual Class Administration Costs turn out to be less than the projected amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class Member Workweeks. Should the actual reasonable and necessary Class Administration Costs be more than the above estimate amount, the additional Class Administration Costs will be paid from the Gross Settlement Amount.

1 6. Class Administration Duties. “Class Administration Duties” shall mean the duties of the
2 Class Administrator as set forth in this Agreement and as may be ordered by the Court.

3 7. Class Certification. “Class Certification” shall mean certification of the Class pursuant to
4 Cal. Code. Civ. Proc. § 382 and other applicable law, for purposes of this Settlement only, without
5 prejudice to Defendant’s ability to oppose or otherwise challenge such certification, except that
6 Defendant shall not so oppose or otherwise challenge such certification for purposes of performing
7 Defendant’s duties under this Settlement, which include to make all reasonable efforts to give such
8 Settlement full force and effect.

9 8. Class Counsel. “Class Counsel” refers collectively to: Erica Rosasco (State Bar No.
10 220836) and Michael Blankinship (State Bar No. 302659) of McKague Rosasco LLP, of 1217 Pleasant
11 Grove Blvd, Ste 120, Roseville, CA 95678-7216.

12 9. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean an amount of
13 thirty-three and one-third percent (33.3%) of the Gross Settlement Amount in Class Counsel’s Fees
14 subject to Court approval, in addition to actual costs and expenses incurred by Class Counsel related to
15 the Action as supported by declaration, with those costs and expenses not to exceed \$15,000. Defendants
16 shall not oppose or contest Plaintiff’s application for Class Counsel Fees and Costs, as detailed herein.
17 The Claims Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney
18 fee deferral vehicles for Class Counsel. Class Counsel Fees and Costs shall be paid to Class Counsel
19 from the Qualified Settlement Fund by the Class Administrator. Such payment of Class Counsel Fees
20 and Costs shall be deemed to be full satisfaction of any obligations by Defendant to pay any attorney
21 fees, attorney costs and/or other fees or costs to Plaintiff, Class Members, and/or Class Counsel in
22 relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs,
23 including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*, unless
24 such adjustment shall have the effect of increasing the Gross Settlement Amount, whereupon this
25 Settlement will be voidable by Defendant as provided in this Agreement.

26 10. Class Notice. “Class Notice” shall mean a notice substantially in the form indicated in
27 Exhibit “A” hereto, and distributed by the Class Administrator in accordance with Section II.5 below.

1 11. Class Member Objection. “Class Member Objection” shall mean a Class Member’s
2 objection made pursuant to the provisions of Section II.6 below.

3 12. Class Member Objector. “Class Member Objector” shall mean a Class Member
4 who submits a Class Member Objection. A Class Member Objector shall not be considered an Opt-Out
5 unless he or she submits a valid Opt-Out Request.

6 13. Class Member Work Week. “Class Member Work Week” shall mean a Work Week in
7 which a Class Member was employed by and performed work for Defendant in California in a Class
8 Position during the Class Period. The Class Administrator shall thus calculate the total number of Class
9 Member Work Weeks accordingly. This settlement is based on an estimated total of 11,062 Class
10 Member Work Weeks from the beginning of the Class Period through the date of mediation with the
11 Mediator Michael Loeb on November 17, 2021, which amount Defendant confirmed based on its
12 records. Should the actual number of Class Member Work Weeks from the beginning of the class period
13 through November 17, 2021 exceed the estimate by 10%, Plaintiff shall have the right in his sole
14 discretion to rescind this Agreement, which shall be void ab initio. Plaintiff shall communicate his
15 decision to rescind the Settlement Agreement in writing to the Settlement Administrator and Defendant’s
16 counsel within fourteen (14) calendar days after the date on which the Settlement Administrator
17 communicates to the Parties that the Plaintiff’s Right to Rescind Clause has been triggered. Defendant
18 shall have the option to preempt Plaintiff’s right to rescind by increasing the Gross Settlement Amount
19 on a proportional basis. Defendant shall communicate its decision to preempt Plaintiff’s right to rescind
20 the Agreement in writing to the Settlement Administrator and Plaintiff’s counsel within seven (7)
21 calendar days after the date on which Plaintiff provides written notice of his intent to rescind the
22 Settlement Agreement.

23 14. Class Period. “Class Period” shall refer to the time period from March 3, 2016 for the
24 purposes of the wage and hour class claims and March 3, 2019 for the purposes of the PAGA claims
25 through the date of entry of the Court’s Order granting Preliminary Approval.

26 15. Class Position. “Class Position” shall refer to all of Defendant’s non-exempt employment
27 positions in the state of California.

1 16. Court. "Court" refers to the above-referenced Court, or any such further courts,
2 arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

3 17. Date of Preliminary Approval. The "Date of Preliminary Approval" means the day on
4 which the Court signs and enters its order granting Preliminary Approval.

5 18. Defendant's Counsel. "Defendant's Counsel," "Defense Counsel" or "Counsel for
6 Defendant" shall mean Fisher & Phillips LLP, One Embarcadero Center, Suite 2050, California 94111,
7 and the attorneys in such firm including Collin D. Cook (State Bar No. 251606), Nathan K. Low (State
8 Bar No. 299587), and Abby N. Harrington (State Bar No. 335055) and Lanak & Hanna, P.C., 625 The
9 City Drive South, Suite 190, Orange, CA 92868-4983, and the attorneys in such firm including Natasha
10 K. Buchanan (State Bar No. 267353).

11 19. Effective Date. "Effective Date" shall mean the date on which all of the following have
12 occurred:

13 (a) Full execution of this Agreement by all parties, and expiration of any applicable
14 revocable periods related to such signature;

15 (b) Entry by the Court of Preliminary Approval;

16 (c) Receipt by Defendant of written notice of such entry of Preliminary Approval
17 pursuant to the California Code of Civil Procedure and the California Rules of Court, or Defendant's
18 express waiver of such notice;

19 (d) Completion of all those Class Administration Procedures which this Settlement
20 dictates will take place in advance of the Final Approval Hearing;

21 (e) The Court setting and conducting a Final Approval Hearing pursuant to Rule
22 3.769(g) of the California Rules of Court;

23 (f) Entry by the Court of an order of Final Approval of the Settlement and a
24 Judgement;

25 (g) Service by mail by Plaintiff of written notice of such entry of Final Approval and
26 Judgement, or Defendant's express waiver of such notice; and

27 (h) Final Approval has become Final. For purposes of this provision, "Final" means:
28

(1) if no Class Member Objections are made and/or are made and withdrawn, the date the Court enters its order granting Final Approval of the settlement and Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

(2) if any Class Member Objections are made and not withdrawn, and if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of Judgment;

(3) if rehearing, reconsideration, and/or appellate review of the Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted and no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking such review has expired, and the Judgment has not been modified, amended, or reversed in any way; or

(4) if a Class Member Objector appeals from any ruling by the Court overruling such objection in whole or in part, the date when the Court's order of Final Approval and Judgment have been affirmed on appeal; and

(i) The existence of sufficient number of Eligible Class Members such that the number of Class Member who, as of the date of the completion of all Class Administration Procedures are not Eligible Class Members, does not exceed twenty percent (20%) of the total Class Members. If the number of Class Members who are not Eligible Class Members exceeds such percentage, then Defendant shall have the absolute right (but not the obligation) to deem this Settlement Void Ab Initio upon written notice to Class Counsel, the Court, and the Class Administrator. If Defendant, within fourteen (14) days of the Class Administrator's written notice to all Parties that the number of Class Members who are not Eligible Class Members exceeds 20% of all Class Members, fail to advise the Class Administrator and Plaintiff's Counsel in writing that they will withdraw from the Settlement, this circumstance will not determine the Effective Date.

20. Eligible Class Member. "Eligible Class Member" means a Class Member who is not an Opt-Out.

21. Eligible Class Member Share. "Eligible Class Member Share" shall mean the portion of the Net Settlement Amount that will be allocated to each Eligible Class Member, according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of Eligible Work Weeks for each respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net Settlement Amount will be sent by the Class Administrator to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Eligible Class Member who did not cash his or her check. The unclaimed funds shall not revert back to the Defendant. As to the Plaintiff, the amount of his Eligible Class Member Shares is in addition to any Court-approved Named Plaintiff Enhancements.

22. Eligible Class Member Work Week. "Eligible Class Member Work Week" shall mean a Class Member Work Week during which an Eligible Class Member worked in a Class Position.

23. Eligible Class Member Work Week Rate. "Eligible Class Member Work Week Rate" shall mean the amount calculated by the Class Administrator as due to each Eligible Class Member for each Eligible Class Member Work Week.

24. Final Approval. "Final Approval" shall mean an order of the Court finally approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting Class Certification.

25. Final Approval Hearing. "Final Approval Hearing" shall mean the hearing on a motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California Rules of Court.

26. Gross Settlement Amount. "Gross Settlement Amount" means the amount Defendant shall pay as a consequence of this Settlement, which is Five Hundred Thousand Dollars and Zero Cents (\$500,000), unless the number of Class Member Workweeks, from the beginning of the class period through the date of mediation on November 17, 2021, exceeds the estimated number of workweeks, as represented in Paragraph 13, by 10% and Defendant elects to preempt Plaintiff's Right to Rescind by increasing the Gross Settlement Fund by a proportional amount.

27. Judgment. "Judgment" means a Judgment of the Court in accordance with Rule 3.769(h) of the California Rules of Court.

1 28. LWDA. The “LWDA” shall mean the California Labor and Workforce Development
2 Agency.

3 29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA pursuant to
4 the Joint Stipulation, which shall be Seventy Five Thousand Dollars (\$75,000.00). This amount shall be
5 deemed to be seventy-five percent (75%) of an overall amount of One Hundred Thousand Dollars
6 (\$100,000.00) of the Gross Settlement Amount which shall be allocated to PAGA penalties. The
7 remaining amount of such allocation, Twenty Five Thousand Dollars (\$25,000.00) shall be deemed part
8 of the Net Settlement Fund and shall be accordingly distributed to the Eligible Class Members as a
9 proportionate part of their Eligible Class Member Shares, proportionate to their number of Eligible Class
10 Member Workweeks.

11 30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of Twenty
12 Five Thousand Dollars (\$25,000.00) referenced in Section I.28 above.

13 31. Named Plaintiff Enhancement. “Named Plaintiff Enhancement” shall mean the amount
14 approved by the Court to be paid to Plaintiff in addition to his individual Eligible Class Member Shares,
15 in consideration for their effort in coming forth as a class and PAGA representative, and in consideration
16 for their General Release, as defined herein. The Parties agree that such amounts shall be Ten Thousand
17 United States Dollars (\$10,000.00), subject to the Court’s approval. Plaintiff must sign a separate
18 Settlement Agreement and General Release the Named Plaintiff’s Enhancement.

19 32. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement
20 Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA Fund,
21 and (d) the Named Plaintiff Enhancement.

22 33. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class Administrator
23 pursuant to Section II.5 below, containing the Class Notice, and any other accompanying documents
24 required by this Settlement and/or Preliminary Approval.

25 34. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-Out
26 Request.

27 35. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for
28 exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.6 below.

1 36. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of
2 2004, Cal. Lab. Code §§ 2698, *et seq.*

3 37. Party. “Party” shall mean, individually, one of the Parties, and each of them.

4 38. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court
5 preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court, granting
6 conditional Class Certification for purposes of the Class Administration Procedures, certifying Class
7 Counsel, approving the form of Class Notice, establishing Class Administration Procedures, and
8 scheduling a Final Approval Hearing.

9 39. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall mean the
10 Qualified Settlement Fund established by the Class Administrator for the payment of the Settlement
11 Payment Amount.

12 40. Released Claims. The term “Released Claims”, as applied to releases by Eligible Class
13 Members, shall mean any and all claims, demands, liabilities, damages, attorneys’ fees, costs, and
14 penalties against Released Parties, relating to any and all facts and claims asserted in the Action or any
15 other claims that could have been asserted in the Action based on the facts alleged, including but not
16 limited to claims arising from alleged unpaid wages; meal and rest period violations; unpaid
17 reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay
18 violations during the Class Period. Regardless of whether Class Members opt-out of the Class
19 Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all Class Members, as
20 detailed herein.

21 (a) The term “Released Claims” or “General Release,” as applied to the Named
22 Plaintiff, shall refer to the Named Plaintiff’s additional general release of all claims, known or unknown
23 as follows: Named Plaintiff releases Defendant, the Released Parties, and each of their respective
24 subsidiaries, parents, affiliates, predecessors or successors in interest, officers, directors, owners,
25 managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them,
26 from all claims, demands, rights, liabilities and causes of action of every nature and description
27 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or
28

1 for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection
2 with any act or omission by or on the part of any Defendant.

3 (b) With respect to the General Release, Named Plaintiff stipulates and agrees that,
4 upon the Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to
5 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
6 Civil Code, or any other similar provision under federal or state law, which provides:

7 (1) **Section 1542. [Certain Claims Not Affected By**
8 **General Release.] A general release does not extend**
9 **to claims that the creditor or releasing party does**
10 **not know or suspect to exist in his or her favor at the**
11 **time of executing the release and that, if known by**
12 **him or her would have materially affected his or her**
13 **settlement with the debtor or released party.**

14 (c) Accordingly, if the facts relating in any manner to this Settlement are found
15 hereafter to be other than or different from the facts now believed to be true, the release of claims
16 contained herein shall be effective as to all unknown claims.

17 (d) Notwithstanding the foregoing provisions, the General Release by Named
18 Plaintiff does not constitute a waiver of any claims that cannot by law be waived, including claims for
19 workers' compensation, disability insurance, or unemployment insurance.

20 41. Released Parties. The term "Released Parties", shall mean Defendant Greg Pucci,
21 Defendant Iconix Waterworks (US) Inc., its parents, subsidiaries, affiliates, insurers, related entities and
22 divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current and
23 former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees,
24 founders, members, assigns, insurers, and attorneys..

25 42. Settlement Payment Amount. "Settlement Payment Amount" means the Gross Settlement
26 Amount, consisting of several elements including, without limitation: Eligible Class Member Shares,
27 Class Administration Costs, the Named Plaintiff Enhancements, the LWDA Fund, Class Counsel Fees
28 and Costs, the Net Settlement Amount, and Eligible Class Members' portion of withholdings,
contributions, deductions, taxes (including employer-side taxes), fees and any other amounts due to
government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

43. Void Ab Initio. “Void Ab Initio” shall mean a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such circumstance will be deemed to exist only if any of the following having occurred: (a) the Court has so ordered; (b) any of the Parties has materially breached this Agreement and either such breach cannot be cured, or after reasonable notice to the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-curable breach is non-material; (c) conditions have become such (including, for example, that the Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

44. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are also within the Class Period.

II. TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

1. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiff does not stipulate that this Settlement represents the maximum extent of such relief to which he or the Class would be entitled if the Actions were to be further litigated. Defendant does not stipulate that, should the Action be further litigated, Named Plaintiff and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiff nor Defendant admit to any unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek all available forms of relief should this Settlement not be given effect.

2. Confidentiality and Class Member Communications. Until Class Counsel files a Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with Class Members other than the Named Plaintiff only if such additional Class Members initiate contact with Class Counsel in such regard. No Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or semi-public forum on the internet (such as social media) without the express written permission of each of the other Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Class Administrator may take steps reasonably necessary to perform Class Administration Duties; (b) Class Counsel and Named Plaintiff may take reasonably necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this Action and Settlement as among their handled cases in court filings or motions only, but may not disclose the terms of the Settlement on any firm publication or other public media. In the interest of permitting the Class Notice and administration process to function on its own, Named Plaintiff agrees not to discuss this Settlement with any Class Members or any other individuals except for his attorneys, financial representatives, accountants and/or spouse. Defendant agrees not to discourage Class Members from, and agree not to encourage them to, exercise any of their rights or obligations pursuant to this Agreement. Defendant will instruct their officers, directors, managers and supervisors that that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, managers and supervisors should make no comment except by directing the employees to the Class Administrator.

3. Preliminary Approval. As soon as possible following execution of this Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any necessary declarations in support of Preliminary Approval. The Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

4. Class Administration Procedures – Class List. Within fourteen (14) days of Defendant's receipt of notice of entry of Preliminary Approval, Defendant shall cause to be delivered as confidential and privileged information by email or otherwise to the Class Administrator a list of the Class Members

1 that includes their names, last known home address(es), full social security numbers, and dates of
2 employment with Defendant in a Class Position during the Class Period, all of which information shall
3 be based upon Defendant's reasonably available business records and/or the best reasonably available
4 personal knowledge of Defendant's employees and agents.

5 5. Class Administration Procedures – Notice to Class.

6 Prior to notifying Class Members of their award, the Class Administrator will calculate the
7 estimated Eligible Class Member Shares of each respective Class Member, based upon an assumption
8 that all Class Members will become Eligible Class Members, that no Class Member Objections, Opt-
9 Out Requests, or other disputes pursuant to Section II.6 below will be submitted, and that no Class
10 Members will be added to the Class. The approximate amounts of such estimated Eligible Class Member
11 Shares will be disclosed on an individual basis in each Class Member's respective Class Notice, along
12 with the basis of the calculation of such shares in relation to the number of Class Member Work Weeks
13 for each such Class Member.

14 Within ten (10) days after delivery of the information described in Section II.5 above, the Class
15 Administrator will mail a Notice Packet to each Class Member via email (if available to Defendant) and
16 United States Mail, first class, postage pre-paid to each Class Member's last-known address.

17 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator shall
18 have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to perform one
19 "skip trace" or similar search and to re-mail the same Notice Packet (or a true and correct copy thereof)
20 to any new addresses disclosed by such search via first-class regular U.S. Mail indicating on the Notice
21 the date it was re-mailed, and including written notice that a Class Member has fifteen (15) days to
22 respond to a re-mailed Notice via either Objection or Opt-Out Request.

23 If the process set forth in this paragraph and any other procedures ordered by the Court are
24 followed, the Class Notice will be deemed to have been adequately provided to all Class Members. In
25 the event the procedures in the Agreement are followed and a Class Member, nonetheless, does not
26 receive the Notice Packet, the intended recipient shall remain a Class Member, and will be deemed an
27 Eligible Class Member, unless such intended recipient submits a Class Member Objection or Opt-Out
28 Request.

6. Class Administration Procedures – Class Member Objections, Opt-Out Requests, and Disputes Concerning Class Member Status and Number of Class Member Work Weeks

(a) *Class Member Objections – Filing and Service:* Any member of the Settlement Class who wishes to make a Class Member Objection must give written notice to the Class Administrator, with such notice being received by the Class Administrator within forty-five (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall contain the relevant Class Member's name, address, telephone number, and signature, as well as a statement to the effect that the Class Member objects to the settlement, the basis and/or reason for such objection.

(b) *Class Member Objections – Responses:* Upon receipt of any documents purporting to be Class Member Objections, the Class Administrator shall forthwith forward such documents to Class Counsel and Defendant's Counsel by e-mail and United States Mail. Following receipt of such documents, Class Counsel and Defendant's Counsel shall confer regarding such documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in a separate document along with their motion for Final Approval, a joint statement, not to exceed ten (10) pages, containing the Parties' points and authorities in response to such documents purporting to be Class Member Objections, along with copies of such Class Member Objections. If the Parties' responses differ in any respect, the jointly-held positions shall be set forth in a separately entitled section, and the differently-held positions shall be set forth in further separately-entitled sections of the joint response. The Parties may attach evidence to the joint response, which shall not count toward the page limit. If the volume of documents purporting to be Class Member Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member Objections (or should the Parties receive them less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may file a further such joint response at any time prior to the Final Approval Hearing, but in any event not later than ten (10) days after receiving such untimely documents.

(c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to make an Opt-Out Request must deliver written notice (to include the relevant Class Member's name, address,

1 telephone number, and signature) to such effect to the Class Administrator, with such notice being
2 received by the Class Administrator within forty-five (45) days of mailing of the Notice Packets to the
3 Class Members. Such written notice shall set forth a statement to the effect that the Class Member does
4 not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement. The Class
5 Administrator shall give Class Counsel and Defendant's Counsel no less than weekly notice of the
6 number of Class Members who have submitted Opt-Out Requests, as well as copies of any such Opt-
7 Out Requests upon request. Should any of the Parties wish to dispute the validity of any documents
8 purporting to be Opt-Out Requests, they shall notify the Class Administrator and all other Parties via e-
9 mail and U.S. Mail within ten (10) days of receiving such documents, and in so doing they shall state
10 the factual and legal basis for such dispute. Prior to the deadline for submitting its declaration described
11 in Section II.8 below, the Class Administrator shall make a determination as to the validity of the
12 disputed Opt-Out Requests, and shall set forth its determinations in such declaration. The Class
13 Administrator's decisions in such regard shall be final and binding.

14 (d) *Disputes Concerning Class Member Status:* Should any person who does not
15 receive a Class Notice directed to him or her wish to come forward purporting to be a Class Member,
16 such person shall notify the Class Administrator, no later than forty-five (45) days after the Class
17 Administrator's mailing of the Class Notice Packets. The Class Administrator shall forthwith send any
18 such documents to Class Counsel and Defendant's Counsel via email and/or United States Mail. Upon
19 receipt of such notice, Defendant shall investigate the matter, including with reference to their business
20 records, and shall determine whether the person is a Class Member. Then, within ten (10) days of receipt
21 of such notice, Defendant shall notify the Class Administrator and Class Counsel as to its determination
22 of the person's status as a Class Member. Defendant's determination in such regard shall control. If the
23 person is determined to be a Class Member, the Class Administrator shall mail that person a Notice
24 Packet, whereupon the same procedures for submitting Class Member Objections, Opt-Out Requests,
25 and Disputes Concerning Work Weeks set forth in this Agreement shall apply to such person.

26 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent to each
27 Class Member shall separately set forth that person's estimated number of Class Member Work Weeks,
28 which will be calculated based Defendant's records. If for any reason a Class Member disagrees with

1 such estimate, such Class Member shall deliver written notice to such effect to the Class Administrator,
2 with such notice being received by the Class Administrator within forty-five (45) days of mailing of the
3 Notice Packets to the Class Members. Such notice shall set forth the Class Member's basis for such
4 disagreement, including any and all documents supporting such basis. Upon receipt of such notices, the
5 Class Administrator shall forthwith send it to Class Counsel and Defendant's Counsel, via e-mail and
6 United States Mail. Defendant shall investigate the matter, including by examining its business records,
7 and shall, within ten (10) days of receiving notice, inform Class Counsel and the Class Administrator as
8 to its determination regarding the Class Member's number of Class Member Work Weeks. In the event
9 that the Class Member does not provide any supportive documentation, Defendant's determination shall
10 control. In the event that the Class Member does provide supportive documentation, Defendant shall,
11 within the same ten (10) day period, either notify the Class Administrator and Class Counsel that they
12 stipulate to the Class Member's assertions regarding his or her number of Class Member Work Weeks,
13 or shall notify them that they dispute such assertions, and shall provide the Class Administrator and
14 Class Counsel with their proposed determination, and the factual basis therefor, and any supporting
15 documentation. The Class Administrator shall then determine the Class Member's number of Class
16 Member Workweeks, and its determinations shall control.

17 (f) Named Plaintiff hereby agrees that they will not submit a Class Member
18 Objection or an Opt-Out Request. Any submissions by Named Plaintiff purporting to be a Class Member
19 Objection or an Opt-Out Request shall be null and void.

20 (g) No determinations by Defendant, the Class Administrator, the Court, or any other
21 person or entity pursuant to this Section II.6 shall have the effect of increasing the amount of the Gross
22 Settlement Amount. Rather, any additional amounts to be distributed to any Class Member as a result of
23 the resolution of such disputes shall be made in conjunction with and subject to a proportionate reduction
24 in other Eligible Class Members' Eligible Class Member Shares, with specific amounts to be determined
25 by the Class Administrator.

26 7. Class Administration Procedures – Class Administrator Declaration. Within ten (10) days
27 of the expiration of all the time periods provided for in Sections II.5 through II.6 above, the Class
28 Administrator shall provide Class Counsel and Defendant's Counsel with the Class Administrator

1 Declaration. Should the Class Administrator be unable to provide the Class Administrator Declaration
2 at such time, it shall forthwith notify Class Counsel and Defendant's Counsel, who shall cooperate with
3 the Class Administrator to forthwith remedy any such inability.

4 8. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's receipt of
5 the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen (16) court days
6 prior to the Final Approval Hearing, Class Counsel shall file and serve upon Defendant and the Class
7 Administrator a motion for Final Approval, and shall include the Class Administrator's declaration with
8 such filing. Should the date of Class Counsel's receipt of the Class Administrator Declaration be less
9 than ten (10) days prior to the court day that is sixteen (16) court days prior to the Final Approval
10 Hearing, Class Counsel shall make reasonable efforts to file its motion for Final Approval not later than
11 sixteen (16) court days prior. If Class Counsel is unable to do so, or if Class Counsel otherwise believe
12 based on other circumstances they will not be able to file a timely motion for Final Approval, they shall
13 seek *ex parte* or other emergency relief from the Court in the form of shortening of the time for filing
14 and serving the Motion for Final Approval, or re-scheduling of the Final Approval Hearing. Defendant
15 shall cooperate in the seeking and obtaining of such relief.

16 9. Release. The Settlement includes a release of Released Claims against the Released
17 Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the Effective Date, to
18 have provided and to be subject to the release of Released Claims against the Released Parties set forth
19 in herein. Named Plaintiff additionally agrees that as of the Effective Date, he will be deemed to have
20 provided and to be subject to the General Release in favor of the Released Parties set forth herein.

21 10. Enforcement. This Agreement is enforceable pursuant to California Rule of Court
22 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the prevailing
23 party shall be awarded its reasonable attorney's fees and costs including, if necessary, attorney's fees in
24 connection with collection efforts or enforcement of the confidentiality provisions of this Agreement;
25 provided however, that the aggrieved Party shall be required to give notice to the opposing Party and
26 meet and confer regarding the alleged breach before filing any motion, or application for enforcement
27 of, this Agreement.

11. Taxation and Withholding; Settlement Checks.

(a) *Allocation.* The Parties agree that Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount shall be allocated to Form W-2 wages, Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report, and Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount be allocated to penalties (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of this Settlement only. Defendant will be responsible for the employer's share of the taxes on the Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount allocated to Form W-2 wages. The Class Administrator will pay from the QSF each Eligible Class Member Share, the Eligible Class Members' shares of payroll taxes, deductions, contributions, and other amounts required to be paid to government agencies and/or tax authorities. The payment of such taxes, deductions, contributions and other amounts shall be calculated based upon Defendant's reasonably available records. The Class Administrator shall provide reasonable notice to Defendant's Counsel of any records required for purposes of computing taxes, deductions, contributions and other amounts, and Defendant shall undertake reasonable efforts to provide the Class Administrator with same. The Class Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member payee. Any necessary employer tax contributions resulting from issuance of the Settlement shall be deducted from the Net Settlement Amount.

(b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to

1 avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other
2 Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax
3 strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the
4 tax treatment or tax structure of any transaction, including any transaction contemplated by this
5 Agreement. Neither Class Counsel nor Defendant or their Counsel will provide tax or financial advice,
6 and Class Members are advised to seek independent professional advice as to the tax or financial
7 consequences of any payment they receive, or may receive, as Class Members.

8 (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be
9 deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation
10 of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Eligible Class
11 Members.

12 (d) *Non-Negotiated Instruments of Payment.* The expiration date of any instruments
13 of payment issued by the Class Administrator to Eligible Class Members will be one hundred eighty
14 (180) days from the date such instruments are issued and sent. The monies of any such instruments of
15 payment that are not negotiated by Eligible Class Members within one hundred eighty (180) calendar
16 days of the date of mailing of the instruments of payment shall be paid to the LWDA as cy pres recipient.

17 12. Defendant's Payment of the Settlement Payment Amount. Upon the Effective Date, the
18 Class Administrator shall forthwith establish all financial accounts necessary to establish the Qualified
19 Settlement Fund, and shall promptly notify Defendant's Counsel and Class Counsel by email that such
20 accounts have been established and of the payment details necessary to fund the Qualified Settlement
21 Fund. The Class Administrator shall also advise Defendant as to any amounts Defendant will be required
22 to pay for their respective portions of any payroll taxes, deductions, contributions and other amounts
23 required to be paid to government agencies and/or tax authorities as a result of this Settlement
24 (hereinafter, "Defendant's Payroll Tax"), if any exist. Within thirty (30) business days of the Defendant's
25 receipt of such notice from the Class Administrator, and provided that the Effective Date has occurred,
26 Defendant shall pay the Settlement Payment Amount, which will be inclusive of Defendant's Payroll
27 Tax. Within ten (10) days after all funds necessary to fully fund the Qualified Settlement Fund are in the
28 accounts established by the Class Administrator and are available for disbursement, the Class

1 Administrator shall disburse, pursuant to this Settlement and other applicable law, the corresponding
2 Eligible Class Member Shares to each Eligible Class Member, as well as the LWDA Fund, the Named
3 Plaintiff's Enhancements, the Class Administration Costs, and the Class Counsel Fees and Costs. In
4 disbursing the LWDA Fund, the Class Administrator shall also submit to the LWDA any information or
5 documentation required for such disbursement, such as a copy of the Court's Final Approval order. The
6 Class Administrator shall promptly notify Class Counsel and Defendant's Counsel by email that such
7 disbursements and submissions have been made. The Court shall Order a Judgment dismissing the
8 Action in its entirety, with prejudice, and as it pertains to all named defendants upon Defendant's funding
9 of the Settlement Amount.

10 13. Cooperation and Reasonable Modifications. The Parties and their respective counsel will
11 cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set
12 forth in this Agreement, including without limitation, timely filing of all motions, papers and evidence
13 necessary to do so, and refraining from causing or encouraging directly or indirectly the submission of
14 any objection to this Agreement, the submission of any Class Member Objection or Opt-Out Request,
15 or any appeal or petition for writ proceedings seeking review of any order or judgment contemplated by
16 the Settlement. This Agreement contemplates that the Court and the Parties may make reasonable
17 modifications to the Agreement in order to effect its essential terms and to obtain Preliminary Approval
18 and Final Approval. Such modifications shall not render this Agreement Void *Ab Initio*, but rather the
19 Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect.

20 14. Warranty of Authority. The undersigned each represent and warrant that each has
21 authority to enter into this Settlement, and that by doing so they are not in breach or violation of any
22 agreement with any third parties. The Parties further agree that the Actions shall be stayed in all respects
23 until the final payment called for by this Settlement is made pending the occurrence or failure of the
24 Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

25 15. Other Actions Enjoined. Defendant shall have the right to request, and Named Plaintiff
26 and his Counsel will not oppose, that the Court enter an order that pending Final Approval, Class
27 Members who do not opt-out of the Settlement are barred from instituting or prosecuting any claims or
28 actions against the Released Parties which fall within the definition of the Released Claims and that any

pending actions against the Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any claims which fall within the definition of the Released Claims.

16. Notices to Counsel. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for, the below email addresses shall be used:

Counsel for Plaintiff:	Counsel for Defendant:
ERICA ROSASCO, SBN 220836 erica@mckaguerosaco.com	COLLIN D. COOK, SBN 251606 ccook@fisherphillips.com
MICHAEL BLANKINSHIP, SBN 302659 mike@mckaguerosasco.com	NATHAN K. LOW, SBN 299587 nlow@fisherphillips.com
McKAGUE ROSASCO LLP 1217 Pleasant Grove Blvd., Suite 120 Roseville, CA 95678 Telephone: (916) 672-6552 Facsimile: (916) 672-6563	ABBY N. HARRINGTON SBN 335055 aharrington@fisherphillips.com FISHER & PHILLIPS LLP One Embarcadero Center, Suite 2050 San Francisco, California 94111-3712 Telephone: (415) 490-9000 Facsimile: (415) 490-9001 NATASHA S. BUCHANAN SBN 267353 nkbuchanan@lanak-hanna.com LANAK & HANNA LLP 625 The City Drive South, Suite 190 Orange, California 92868-4983 Telephone: (714) 620-2350 Facsimile: (714) 703-1610

17. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

18. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are

not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

19. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

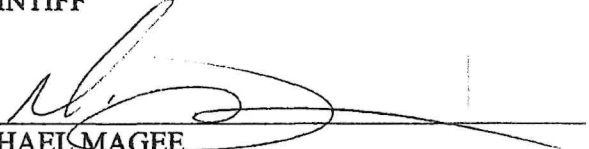
20. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Respectfully submitted,

DATE:

PLAINTIFF

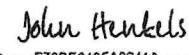
By:


MICHAEL MAGEE

DATE: 3/8/2022

DEFENDANT ICONIX WATERWORKS (US), INC.

By:

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John Henkels
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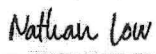
Its:

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1 Approved by counsel:

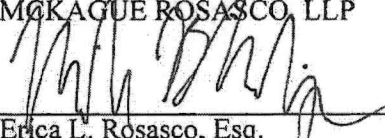
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3 DATE: 3/8/2022

FISHER & PHILLIPS LLP

4 By: 
5 Collin D. Cook
6 Nathan K. Low
7 Abby N. Harrington
8 Craig P. Bronstein, Esq.
9 Natasha K. Buchanan, Esq.
10 Attorneys for Defendant
11 ICONIX WATERWORKS (US), INC.

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28 DATE:

MCKAGUE ROSASCO LLP

By: 
Erica L. Rosasco, Esq.
Michael G. Blankinship, Esq.
Attorneys for Plaintiff
MICHAEL MAGEE

3/30/2022