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5  
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others similarly situated, and all  
7 Aggrieved Employees

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14 BELDEN INC.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF LOS ANGELES – CENTRAL DISTRICT  
17

18 MANUEL MEDELLIN, on behalf of  
19 himself and all others similarly situated and  
all aggrieved employees,

20 Plaintiff,

21 v.

22 BELDEN, INC., A Delaware Corporation  
23 dba ALPHAWIRE; and DOES 1 through  
100, inclusive,

24 Defendant.  
25  
26  
27  
28

CASE NO.: 19STCV44174  
*[Unlimited Jurisdiction]*

**FIRST AMENDED STIPULATION OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

*Assigned for all purposes to the  
Honorable Daniel J. Buckley, Dept. 1*

Complaint Filed: December 10, 2019  
Trial Date: None set

1 This Stipulation of Class Action and PAGA Settlement (“Stipulation of Settlement”) is  
2 made by and between named plaintiff Manuel Medellin (“Named Plaintiff”) on his own behalf  
3 and on behalf of all members of the Settlement Class, as defined below, on the one hand, and  
4 defendant Belden Inc. (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit  
5 entitled *Manuel Medellin v. Belden, Inc.*, Los Angeles County Superior Court, Case No.  
6 19STCV44174 (“the Litigation”). This Stipulation of Settlement resolves all claims that were  
7 asserted by Named Plaintiff against Defendant pertaining to the individual, putative class, and  
8 representative claims set forth by Named Plaintiff in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administrative Costs.** All administrative costs of settlement, including cost of  
11 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged  
12 by the Settlement Administrator in connection with the execution of its duties under this  
13 Stipulation of Settlement.

14 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used  
15 synonymously herein to mean this Stipulation of Settlement for purposes of Settlement.

16 **C. Class Counsel.** The term “Class Counsel” as used herein means: Gregory P.  
17 Wong, Esq. and John F. Litwin, Esq. of BARKHORDARIAN LAW FIRM, PLC, and all of the  
18 lawyers of that firm. The term “Class Counsel” shall be used synonymously with the term  
19 “Plaintiff’s Counsel.”

20 **D. Class Period.** The term “Class Period” as used herein means the period from  
21 December 10, 2015 through the date of the Preliminary Approval Order.

22 **F. Court.** The term “Court” as used herein means the Superior Court of the State of  
23 California for the County of Los Angeles.

24 **G. Counsel for Defendant.** The term “Counsel for Defendant” as used herein  
25 means: Todd B. Scherwin, Esq. and Christopher D. Chaplin, Esq. of FISHER & PHILLIPS LLP,  
26 and all of the lawyers of that firm.

27 **H. Date of Final Approval.** The terms “Date of Final Approval” or “Final  
28 Approval” as used herein mean the final formal judgment entered by the Court at the Final

1 Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

2 **I. Defendant.** The term “Defendant” as used herein means the named defendant in  
3 the Litigation, defendant Belden Inc.

4 **J. Employer Taxes.** The term “Employer Taxes” as used herein means the  
5 employer-funded share of taxes and contributions imposed on the wage portions of the Settlement  
6 Amount under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act,  
7 and/or any similar state taxes and contributions required of employers, such as for unemployment  
8 insurance. The Employer Taxes will be paid separately by Defendant in addition to and at the  
9 same time as the Settlement Amount.

10 **K. Final.** The term “Final” means: (1) the date of final affirmation of the Final  
11 Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the  
12 Final Approval, or if review is granted, the date of final affirmation of the Final Approval  
13 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the  
14 Final Approval or the final dismissal of any proceeding to review the Final Approval, provided  
15 that the Final Approval is affirmed and/or not reversed in any part; or (3) if no putative class  
16 members intervene but objections are filed, the expiration date of the time for the filing or  
17 noticing of any appeal from the Court’s Final Approval of the Settlement, as determined under  
18 Rule 8.104(a)(3) of the California Rules of Court or (4) if no putative class members intervene  
19 and there are no objections, the date the Court enters the Final Approval Order and Final  
20 Judgment.

21 **L. Final Approval Order.** The term “Final Approval Order” means the Final  
22 Approval Order entered by the Court following the Final Fairness and Approval Hearing.

23 **M. Final Judgment.** The term “Final Judgment” means the Final Judgment entered  
24 by the Court following the Final Fairness and Approval Hearing.

25 **N. Litigation.** The term “Litigation” as used herein means the operative civil  
26 complaint that was filed in California state court and any amendments thereto which is currently  
27 captioned *Manuel Medellin v. Belden, Inc. et al.*, Los Angeles County Superior Court, Case No.  
28 19STCV44174.

1           **O.     Named Plaintiff.** The term “Named Plaintiff” as used herein means the named  
2 plaintiff in this action, Manuel Medellin.

3           **P.     Net Settlement Amount.** The term “Net Settlement Amount” as used herein  
4 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,  
5 Administrative Costs, enhancement to the Named Plaintiff, and the penalties allocated pursuant  
6 to California’s Private Attorney General Act (“PAGA”) (“PAGA Settlement”), as provided in  
7 Sections XIV, VIII, XV, XVI, and XVII respectively.

8           **Q.     Net Settlement Payments.** The term “Net Settlement Payment(s)” shall mean  
9 payments made to the Settlement Class as part of the Settlement, including wages, penalties and  
10 interest. The Settlement Class members’ share of taxes for the wage portions of the Settlement  
11 Payment shall be taken from each Net Settlement Payment.

12           **R.     Notice of Proposed Class Action Settlement.** “Notice of Proposed Class Action  
13 Settlement” or “Notice” shall mean the notice to be provided to all Settlement Class members  
14 regarding the terms of this Settlement, substantially in the form attached hereto as **Exhibit A.**  
15 The Notice shall constitute class notice pursuant to California Rule of Court 3.769(f) and, once  
16 approved by the Court, shall be deemed compliant with California Rule of Court 3.766.

17           **S.     Preliminary Approval Order.** The term “Preliminary Approval Order” shall  
18 mean the order entered by the Court following the Preliminary Approval Hearing.

19           **T.     Settlement.** The term “Settlement” as used herein means this Agreement to  
20 resolve the Litigation.

21           **U.     Settlement Administrator.** The term “Settlement Administrator” as used herein  
22 means CPT Group, Inc., which will be responsible for the administration of the Settlement  
23 Payment, as defined below, and all related matters.

24           **V.     Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are  
25 used synonymously herein to mean this Stipulation of Settlement.

26           **W.     Settlement Amount.** The terms “Settlement Amount” as used herein mean a fund  
27 in the sum of five hundred fifty thousand dollars and zero cents (\$550,000.00), which shall be  
28 paid by Defendant, and from which all: Net Settlement Payments, Court approved attorneys’ fees

1 and Litigation costs, Administrative Costs, enhancement to Named Plaintiff, and the PAGA  
2 Settlement shall be paid, except as provided herein. The Settlement Amount shall be non-  
3 reversionary.

4 **X. Settlement Class.** For settlement purposes only, the Parties agree to the  
5 certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as: All  
6 current and former hourly-paid or non-exempt employees who worked for Defendant within the  
7 State of California at any time within the Class Period as defined above.

8 **Y. PAGA Class.** For settlement purposes only, the term “PAGA Class” as used  
9 herein means all current and former hourly-paid or non-exempt employees who worked for  
10 Defendant within the State of California from November 13, 2018 through the date of the  
11 Preliminary Approval Order. The terms “PAGA Class” and “Aggrieved Employees” are used  
12 herein synonymously.

13 **Z. PAGA Class Period.** For settlement purposes only, the term “PAGA Class  
14 Period” as used herein means the period from November 13, 2018 through the date of the  
15 Preliminary Approval Order.

16 **II. BACKGROUND**

17 **A.** In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of himself and  
18 all others similarly situated, that Defendant violated California state wage and hour laws,  
19 Business & Professions Code section 17200 *et seq.*, and PAGA, as a result of Defendant’s  
20 California wage and hour policies and practices. Specifically, Named Plaintiff alleges that  
21 Defendant failed to pay all owed wages, including minimum wages, regular wages, overtime  
22 wages, and double-time wages; failed to provide overtime pay and to pay overtime at the legally  
23 required rate; failed to authorize and permit compliant rest periods; failed to provide compliant  
24 meal periods; failed to timely issue accurate itemized wage statements; failed to reimburse all  
25 reasonable and necessary business expenses; and engaged in unfair and unlawful business  
26 practices. Named Plaintiff further alleges that the aforementioned acts and omissions resulted in  
27 the underpayment of wages to employees upon termination and/or resignation. Finally, Named  
28

1 Plaintiff alleges that Defendant's wage and hour practices establish liability for civil penalties  
2 recoverable pursuant to California's PAGA based on the aforementioned conduct.

3 **B.** Class Counsel conducted informal discovery and investigation that yielded  
4 information and documentation concerning the claims set forth in the Litigation, such as  
5 Defendant's policies and procedures regarding overtime, the payment of wages, the provision of  
6 meal and rest periods, issuance of wage statements, reimbursement of business expenses, and the  
7 payment (or alleged non-payment) of all wages at separation, as well as information regarding  
8 the number of putative class members, workweeks, pay periods, the wage rates in effect, and  
9 other investigation necessary to adequately evaluate the claims at issue.

10 **C.** Named Plaintiff and Class Counsel have engaged in good faith, arms-length  
11 negotiations with Defendant concerning possible settlement of the claims asserted in the  
12 Litigation. On July 31, 2020, the Parties participated in a mediation before mediator Michael  
13 Young, Esq., which ultimately resulted in a tentative settlement of the Litigation, subject to the  
14 approval of the Court, and finalization of a formal Stipulation for Settlement. The Parties have  
15 since engaged in extensive negotiations about the terms and conditions of the Settlement  
16 Agreement. The Parties have now entered into a more detailed, formalized Settlement  
17 Agreement for submission to the Court for approval.

18 **D.** Class Counsel has conducted an investigation of the law and facts relating to the  
19 claims asserted in the Litigation and has concluded, taking into account the sharply contested  
20 issues involved, the expense and time necessary to pursue the Litigation through trial and any  
21 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse  
22 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by  
23 the Named Plaintiff and the members of the Settlement Class pursuant to this Stipulation for  
24 Settlement, that a settlement with Defendant on the terms and conditions set forth herein is fair,  
25 reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiff, on his  
26 own behalf and on behalf of the Settlement Class, has agreed to settle the Litigation on the terms  
27 set forth herein.

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1           **E.**       Defendant has concluded that, because of the substantial expense of defending  
2 against the Litigation, the length of time necessary to resolve the issues presented herein, the  
3 inconvenience involved, and the concomitant disruption to their business operations, it is in its  
4 best interests to accept the terms of this Agreement. Defendant denies each of the allegations  
5 and claims asserted against it in the Litigation. Defendant nevertheless desires to settle the  
6 Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation  
7 and for the purpose of putting to rest the controversies engendered by the Litigation.

8           **F.**       This Agreement is intended to and does effectuate the full, final and complete  
9 resolution of all allegations and claims that were asserted, or could have been asserted, in the  
10 Litigation by Named Plaintiff and members of the Settlement Class as set forth in Section II.A,  
11 including the factual allegations and claims asserted by Named Plaintiff in the anticipated Second  
12 Amended Complaint.

13       **III.    JURISDICTION**

14           The Court has jurisdiction over the Parties and the subject matter of this Litigation. The  
15 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,  
16 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted  
17 Final Approval of the Settlement, pursuant to *Code of Civil Procedure* Section 664.6 the Court  
18 shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and  
19 enforcing this Settlement consistent with the terms set forth herein.

20       **IV.    STIPULATION OF CLASS CERTIFICATION**

21           The Parties stipulate to the certification of the Settlement Class for purposes of Settlement  
22 only. This Stipulation is contingent upon the Preliminary and Final approval and certification of  
23 the Settlement Class only for purposes of settlement. Should the Settlement not become final,  
24 for whatever reason, the fact that the Parties were willing to stipulate provisionally to class  
25 certification as part of the Settlement shall have no bearing on, and shall not be admissible in  
26 connection with, the issue of whether a class should be certified in a non-settlement context in  
27 the Litigation. Defendant expressly reserves the right to oppose class certification and / or to  
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1 proactively move to deny class certification should this Settlement be modified or reversed on  
2 appeal or otherwise not become final.

3 **V. MOTION FOR PRELIMINARY APPROVAL**

4 Named Plaintiff will bring a motion before the Court for an order preliminarily approving  
5 the Settlement including the Notice of Proposed Class Action Settlement attached hereto as  
6 **Exhibit “A,”** and including conditional certification of the Settlement Class for settlement  
7 purposes only, and will request that the Court enter the Preliminary Approval Order. The date  
8 that the Court grants Preliminary Approval of this Agreement will be the “Preliminary Approval  
9 Date.” Class Counsel will prepare the Motion for Preliminary Approval.

10 **VI. STATEMENT OF NO ADMISSION**

11 A. Defendant expressly denies liability to Named Plaintiff and to the Settlement  
12 Class upon any claim or cause of action. This Agreement does not constitute, and is not intended  
13 to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the  
14 allegations or claims made against them in the Litigation.

15 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor  
16 any statements, discussions or communications, nor any materials prepared, exchanged, issued  
17 or used during the course of the negotiations leading to this Agreement or the Settlement, is  
18 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be  
19 used or be admissible in any way in this case or any other judicial, arbitral, administrative,  
20 investigative or other forum or proceeding as evidence of any violation of any federal, state, or  
21 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law  
22 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly  
23 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other  
24 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,  
25 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in  
26 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in  
27 any proceeding before the Court that has as its purpose the interpretation, implementation, or  
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1 enforcement of this Agreement or any orders or judgments of the Court entered in connection  
2 with the Settlement.

3 C. None of the documents produced or created by Named Plaintiff or the Settlement  
4 Class in connection with the claims procedures or claims resolution procedures constitute, and  
5 they are not intended to constitute, an admission by Defendant of any violation of any federal,  
6 state, or local law, statute, ordinance, regulation, rule or executive order, any California Wage  
7 Order, or any obligation or duty at law or in equity.

8 D. The Parties agree that class certification pursuant to California *Code of Civil*  
9 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only.  
10 Nothing in this Agreement will be construed as an admission or acknowledgement of any kind  
11 that any class should be certified or given collective treatment in the Litigation or in any other  
12 action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this  
13 Agreement will be admissible in any court or other tribunal regarding the propriety of class  
14 certification or collective treatment. In the event that this Agreement is not approved by the  
15 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff  
16 will not be deemed to have waived, limited or affected in any way any claims, rights or remedies  
17 in the Litigation, and Defendant will not be deemed to have waived, limited, or affected in any  
18 way any of its objections or defenses in the Litigation.

19 **VII. WAIVER, RELEASE, DISMISSAL, AND CONFIDENTIALITY**

20 **A. Release as to All Settlement Class Members.**

21 Upon the Date of Final Approval, and only upon funding of the Gross Settlement Amount  
22 by Defendant, Named Plaintiff and all members of the Settlement Class, except those that make  
23 a valid and timely request to be excluded from the Settlement Class and Settlement, waive,  
24 release, and discharge Defendant, its past and present officers, directors, shareholders, unit  
25 holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors,  
26 consultants, and its respective successors and predecessors in interest, subsidiaries and affiliates  
27 (including Alpha Wire, GarrettCom, Inc.; ProSoft Technology, Inc.; and Grass Valley USA,  
28 LLC), parents and attorneys (collectively "Class Released Parties") from all claims, demands,

1 rights, liabilities and causes of action that were pled in any of the Complaints in the Action and  
2 based on the factual allegations therein that arose during the Class Period with respect to the  
3 following claims: (a) failure to pay all minimum wages owed (including without limitation Labor  
4 Code sections 1182.12, 1194, 1197 & 1198, et seq.); (b) failure to pay all overtime wages owed  
5 (including without limitation Labor Code sections 510, 1194, 1197.1, and 1198); (c) failure to  
6 provide meal periods, or premium pay for non-compliant meal periods (including without  
7 limitation Labor Code sections 226.7, 512(a) & 1198 et seq.); (d) failure to authorize and permit  
8 rest periods, or premium pay for non-complaint rest periods (including without limitation Labor  
9 Code section 226.7 & 1198 et seq.); (e) failure to provide accurate, itemized wage statements  
10 (including without limitation Labor Code sections 226 and 226.3); (f) failure to timely pay wages  
11 upon separation of employment (including without limitation Labor Code sections 201, 202, &  
12 203, et seq.); (g) failure to timely pay wages during employment including without limitation  
13 Labor Code section 204; (h) failure to reimburse necessary business expenses (including without  
14 limitation Labor Code section 2802); and (i) all claims for unfair business practices premised on  
15 the facts, claims, causes of action or legal theories described in the Operative Complaint  
16 (including without limitation Business & Professions Code section 17200, *et seq.*).

17 Furthermore, upon the Date of Final Approval, and only upon funding of the Gross  
18 Settlement Amount by Defendant, Named Plaintiff and all Aggrieved Employees waive, release,  
19 and discharge Defendant, its past and present officers, directors, shareholders, unit holders,  
20 managers, employees, agents, principals, heirs, representatives, accountants, auditors,  
21 consultants, and its respective successors and predecessors in interest, subsidiaries and affiliates  
22 (including Alpha Wire, GarrettCom, Inc.; ProSoft Technology, Inc.; and Grass Valley USA,  
23 LLC), and parents , and attorneys (collectively “PAGA Released Parties”) from all claims,  
24 demands, rights, liabilities and causes of action arising under California Labor Code Private  
25 Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (hereinafter “PAGA”) premised on  
26 the facts, claims, causes of action or legal theories alleged in Class Counsel’s November 13,  
27 2019 letter to the Labor and Workforce Development Agency, a true and correct copy of which  
28 is attached to the Supplemental Declaration of John F. Litwin as “Exhibit B,” and in Class

1 Counsel’s July 30, 2021 letter to the Labor and Workforce Development Agency, a true and  
2 correct copy of which is attached to the Supplemental Declaration of John F. Litwin as “Exhibit  
3 C” (including without limitation Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226(a),  
4 226(e), 226.3, 226.7, 227.3, 246, 248.5, 510, 512, 516, 558, 1194, 1194.2, 1197, 1197.1, 1198,  
5 1199, 1199.5, 2802, Business & Professions Code section 17200, and IWC Wage Orders 4-2001  
6 and/or 10-2001 governing meal and rest breaks, minimum wages, overtime wages, any and all  
7 theories for or related to “off the clock work” and/or unpaid wages, wage statement violations,  
8 separation pay violations, and failure to pay for necessary business expenses).

9 **B. General Release by Named Plaintiff Only.**

10 In addition to the release made in Section VII.A., upon the Court’s entry of its Final  
11 Approval Order and funding of the Gross Settlement Amount by Defendant, Named Plaintiff  
12 individually makes the additional following general release of all claims, known or unknown.

13 Named Plaintiff individually releases Defendant, and each of its respective subsidiaries  
14 and affiliates (including Alpha Wire, GarrettCom, Inc.; ProSoft Technology, Inc.; and Grass  
15 Valley USA, LLC), parents,, parents, predecessors or successors in interest, officers, directors,  
16 shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from  
17 all claims, demands, rights, liabilities and causes of action of every nature and description  
18 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,  
19 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating  
20 to, or in connection with any act or omission by or on the part of any Defendant. (The release  
21 set forth in this Paragraph B shall be referred to hereinafter as the “General Release.”)

22 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the  
23 Date of Final Approval, Named Plaintiff shall be deemed to have, expressly waived and  
24 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section  
25 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
26 provides:

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28 ///

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

7 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other  
8 than or different from the facts now believed to be true, the release of claims contained herein  
9 shall be effective as to all unknown claims.

10                   Notwithstanding the foregoing, this General Release for Named Plaintiff does not apply  
11 to any claims that cannot be released as a matter of law. The General Release also does not  
12 preclude Named Plaintiff from filing a charge or complaint with or from participating in an  
13 investigation or proceeding conducted by the Equal Employment Opportunity Commission  
14 (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission  
15 (“SEC”), Occupational Safety and Health Administration (“OSHA”) or any other federal, state,  
16 or local agency charged with the enforcement of any employment laws, although Named Plaintiff  
17 understands that by agreeing to this General Release, he waives the right to recover any damages  
18 or to receive other relief directly from the Class Released Parties and PAGA Released Parties in  
19 any claim or suit brought by or through the EEOC, NLRB, SEC, OSHA or any other federal,  
20 state, or local agency on his behalf.

21                   **C.     Publicity.**

22                   Named Plaintiff, Class Counsel, and Counsel for Defendant agree that they have not and  
23 will not discuss, disclose, or communicate the Settlement, other than pursuant to the terms of  
24 Section VII.C., below, of this Agreement. Named Plaintiff, Class Counsel and Counsel for  
25 Defendant also agree that they have not and will not publish the Settlement unless ordered to do  
26 so by the Court, or otherwise required by law. Named Plaintiff, in response to inquiries, will  
27 state that “the Litigation was resolved.” Class Counsel and Counsel for Defendant shall not  
28 report the Settlement in any medium or in any publication, shall not post or report anything  
regarding the Litigation or the Settlement on their websites, and shall not contact the press,

1 reporters or general media regarding the Settlement. As used herein, “press, reporters, or general  
2 media” shall refer to and include newspapers, periodicals, magazines, websites, social media,  
3 online publications, and television and radio stations and programs, and any representative of the  
4 foregoing. Upon receipt of an inquiry from the press, reporters, or general media, Class Counsel  
5 and Counsel for Defendant shall respond “we have no comment.” However, Named Plaintiff’s  
6 attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining  
7 the approval of the settlement. Additionally, for the limited purpose of allowing Named  
8 Plaintiff’s attorneys to prove adequacy as class counsel in other lawsuits, Named Plaintiff’s  
9 attorneys may disclose the names of the Parties in this Lawsuit, the venue/case number of this  
10 Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Named Plaintiff’s  
11 attorneys. This disclosure is limited to court filings and neither Named Plaintiff nor his counsel  
12 or representatives are permitted to disseminate or publish, distribute or discuss the information  
13 provided to the Court in those filings outside the filings themselves and any hearing held on those  
14 filings, unless ordered otherwise by the Court. Nothing herein shall prevent Class Counsel from  
15 communicating with Named Plaintiff and members of the Settlement Class or the Settlement  
16 Administrator regarding the terms of this Stipulation and/or the Settlement.

17 **VIII. SETTLEMENT ADMINISTRATOR**

18 Named Plaintiff and Defendant, through their respective counsel, have selected CPT  
19 Group, Inc. as the Settlement Administrator to administer the Settlement, which includes but is  
20 not limited to distributing the Notice of Proposed Class Action Settlement (including obtaining  
21 updated class member addresses, performing a National Change of Address search, and/or skip-  
22 tracing), establishing a toll-free number to respond to inquiries regarding the Settlement,  
23 determining the validity of the opt-outs, keeping track of opt-outs and objections, and calculating  
24 all amounts to be paid from the Settlement, including the amount of all payroll tax deductions to  
25 be withheld or backup withholdings, deducting appropriate tax withholdings and paying them to  
26 the appropriate government entity, mailing checks for individual settlement payments for  
27 attorneys’ fees and litigation costs, enhancement to the Named Plaintiff, and penalties under  
28 PAGA, providing Class Counsel and Counsel for Defendant with weekly updates on the status

1 of Settlement administration (including numbers and percentages of mailed Notices, returned  
2 Notices, re-mailed Notices, undeliverable Notices, opt-outs, and objections), providing  
3 declarations and/or reports as required for court filings, and for any other tasks that the Parties  
4 may mutually agree or the Court orders the Claims Administrator to perform. Charges and  
5 expenses of the Settlement Administrator are estimated to be no more than Ten Thousand Dollars  
6 and Zero Cents (\$10,000.00) and will be paid from the Settlement Amount. Any charges and  
7 expenses of the Settlement Administrator greater than the maximum estimated \$10,000.00 will  
8 be paid from the Settlement Amount. If the actual Settlement Administrator fees are less than  
9 the Parties' estimation, the difference between the actual and estimated Settlement Administrator  
10 fees will flow through to the Net Settlement Amount.

11 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

12 **A. Notice.**

13 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared  
14 a Notice of Class Action and Proposed Settlement (the "Notice") that will be provided to the  
15 members of the Settlement Class through the following procedure:

16 As soon as practicable following Preliminary Approval of the Settlement, but no later  
17 than thirty (30) days after the Court's Preliminary Approval order, Defendant will provide to the  
18 Settlement Administrator the following information about each Settlement Class member: (1)  
19 name; (2) last known home address; (3) number of workweeks during the Class Period based on  
20 dates of employment; and (4) social security number (collectively the "Class List").

21 The Settlement Administrator shall run all the addresses provided through the United  
22 States Postal Service NCOA database (which provides updated addresses for any individual who  
23 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding  
24 address) to obtain current address information. The Settlement Administrator shall mail the  
25 Notice to the members of the Settlement Class via first-class regular U.S. Mail using the most  
26 current mailing address information available within fourteen (14) calendar days after the receipt  
27 of the Class List from Defendant.

28

1 The Notice shall provide the members of the Settlement Class with a sixty (60) day notice  
2 of all applicable dates and deadlines. The Notice will also include information regarding the  
3 nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement  
4 Class member; the definition of those employees included in the PAGA Class; a statement that  
5 the Court has preliminarily approved the Settlement; the procedure and time period for objecting  
6 to the Settlement; the date and location of the Final Approval hearing; information regarding the  
7 opt-out procedure; Defendant's calculation of the number of workweeks during the Class Period;  
8 the estimated individual settlement payment that each member of the Settlement Class will  
9 receive if they do not validly opt-out of the Settlement; and the amount that each member of the  
10 PAGA Class will receive from the settlement. The Notice will be provided in both English and  
11 Spanish.

12 If a Notice is returned from the initial notice mailing, the Settlement Administrator will  
13 submit the applicable and available information, including name, social security number, and  
14 original mailing address, to a company that specializes in address skip tracing in an attempt to  
15 locate a more current address. If the Settlement Administrator is successful in locating a new  
16 address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned  
17 with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline  
18 date, shall be sent to the forwarding address affixed thereto. If the Settlement Administrator is  
19 unsuccessful in locating a new address, it will re-mail the Notice to the original address it had for  
20 the Settlement Class member.

21 No later than twenty-five (25) days prior to the Final Approval Hearing, the Settlement  
22 Administrator shall provide Counsel for Defendant and Class Counsel with a declaration attesting  
23 to the completion of the Notice process, including the number of attempts to obtain valid mailing  
24 addresses for and re-sending of any returned Notices, as well as the number of valid opt-outs and  
25 deficiencies which the Settlement Administrator received.

26 **B. Objections.**

27 In order for any Settlement Class member to object to this Settlement, or any term of it,  
28 the person making the objection must not submit a request for exclusion (i.e., must not opt out)

1 and should, by no later than the later of either sixty (60) days after the Notice of Proposed Class  
2 Action Settlement was initially mailed to the Settlement Class members or sixty (60) days after  
3 the date of remailing of the notice to that particular Settlement Class Member, mail to the  
4 Settlement Administrator a written statement of the grounds of objection, signed by the objecting  
5 Settlement Class member or his or her attorney, along with all supporting papers. All such  
6 objections and written notices of intention to appear should be signed and contain the Settlement  
7 Class member's name and address and the address of counsel, if any. The objection should  
8 clearly explain why the Settlement Class member objects to the Settlement and state whether the  
9 Settlement Class member (or someone on his or her behalf) intends to appear at the Final  
10 Approval Hearing. The Settlement Administrator shall immediately upon receipt transmit to the  
11 Parties' counsel copies of all objections and supporting papers. The Parties shall file the  
12 objections and all supporting papers with the Court. Unless the Court determines otherwise in  
13 its discretion, the date of the objection's postmark shall be conclusive as to whether the objection  
14 was timely submitted.

15 A Settlement Class member may appear personally or through an attorney, at his or her  
16 own expense, at the Final Approval hearing to present his or her objection directly to the Court,  
17 whether or not a written objection was submitted. Any attorney who will represent an individual  
18 objecting to this Settlement must file a notice of appearance with the Court and serve Class  
19 Counsel and Counsel for Defendant no later than sixty (60) days after the Notice of Proposed  
20 Class Action Settlement was initially mailed to the Settlement Class members or sixty (60) days  
21 after the date of remailing of the notice to the respective attorney-represented Settlement Class  
22 Member. If a Settlement Class member objects to this Settlement, the Settlement Class member  
23 will remain a member of the Settlement Class and if the Court approves this Agreement, the  
24 Settlement Class member will be bound by the terms of the Settlement and Final Approval in the  
25 same way and to the same extent as a Settlement Class member who does not object.

26 Unless the Court determines otherwise, the date of mailing of the Notice of Proposed  
27 Class Action Settlement to the objecting Settlement Class member shall be conclusively  
28 determined according to the records of the Settlement Administrator. The Court retains final

1 authority with respect to the consideration and admissibility of any Settlement Class member  
2 objections. Provided that the Settlement Administrator mailed the Notice to a member of the  
3 Settlement Class as set forth in Paragraph IX.A., this deadline to mail an objection shall apply  
4 notwithstanding assertion by any member of the Settlement Class of non-receipt of the Notice.

5 **C. Opportunity to be Excluded.**

6 In order for any Settlement Class member to validly exclude himself or herself from the  
7 settlement and this Settlement (i.e., to validly opt out), a written request for exclusion (“Request  
8 to be Excluded”) must be signed by the Settlement Class member or his or her authorized  
9 representative and must be sent to the Settlement Administrator, postmarked by no later than the  
10 later of either sixty (60) days after the date the Settlement Administrator mails the Notice of  
11 Proposed Class Action Settlement to the Settlement Class members; or in the event that a  
12 remailing to a particular Class Member is necessary 60 days after the date of remailing to the  
13 Class Member requesting to be excluded. The Notice of Proposed Class Action Settlement shall  
14 contain instructions on how to opt out. Specifically, the Notice of Proposed Class Action  
15 Settlement shall specify that the Settlement Class member’s Request to be Excluded must include  
16 the Settlement Class member’s name and address, be signed by the Settlement Class member,  
17 and state words to the effect of the following: “I hereby request to be excluded from the Class  
18 Action Settlement in *Medellin v. Belden, Inc.*”

19 The date of the initial mailing of the Notice, date of the remailing of the Notice, and the  
20 date the signed request to be excluded was postmarked, shall be conclusively determined  
21 according to the records of the Settlement Administrator. Any Settlement Class member who  
22 timely and validly submits a request to be excluded from the Settlement Class and this Settlement  
23 will not be entitled to any individual settlement payment, will not be bound by the terms and  
24 conditions of this Settlement, and will not have any right to object, appeal, or comment thereon.  
25 Any member of the Settlement Class who does not timely file and mail a request to be excluded  
26 from the Settlement Class will be deemed included in the Settlement Class in accordance with  
27 this Settlement. Named Plaintiff waives any right to be excluded from the Settlement Class.

28 ///

1           **D.     Non-Cooperation.**

2           The Parties and their counsel agree not to encourage members of the Settlement Class to  
3 opt out of this settlement, or to object to the Settlement, directly or indirectly, through any means.  
4 If a Settlement Class member contacts Class Counsel, Class Counsel may objectively discuss the  
5 terms of the Settlement and the Settlement Class member’s options.

6           **E.     Notice of Final Approval.**

7           Within seven (7) days of Final Approval of the Settlement, the Settlement Administrator  
8 will provide Notice of Final Approval of the Settlement to the Settlement Class and PAGA Class  
9 by posting the Final Approval Order on the website that the Settlement Administrator will  
10 maintain pertaining to the present action.

11 **X.     CLAIMS PROCEDURE**

12           Settlement Class members shall not be required to submit a claim form to participate in  
13 the Settlement. Named Plaintiff and Defendant have agreed upon the following procedure to  
14 resolve all claims during the Class Period.

15           In the Notice of Proposed Class Action Settlement, each member of the Settlement Class  
16 will receive a calculation of the total number of workweeks as a Settlement Class member in  
17 California during the Class Period (hereinafter “Eligible Workweeks”), as well as the Settlement  
18 Class member’s estimated Net Settlement Payment. Periods of non-membership in the Class  
19 (i.e., in an exempt position or outside California or outside the Class Period) are excluded from  
20 the Eligible Workweeks calculation.

21           If the member of the Settlement Class disputes the number of Eligible Workweeks set  
22 forth in the Notice, such person must follow the directions in the Notice, including preparing a  
23 statement setting forth the number of Eligible Workweeks that such person believes in good faith  
24 is correct and stating that the member of the Settlement Class authorizes the Settlement  
25 Administrator to review the Settlement Class member’s personnel file to determine such  
26 information and attaching any relevant documentation in support thereof. The member of the  
27 Settlement Class must mail the signed and completed statement no later than sixty (60) days after  
28

1 the date of the mailing of the Notice, or the number of Eligible Workweeks set forth in the Notice  
2 will govern the Net Settlement Payments to the members of the Settlement Class.

3       Upon timely receipt of any such challenge, the Settlement Administrator, in consultation  
4 with Class Counsel and Counsel for Defendant, will review the pertinent payroll records showing  
5 the dates the Settlement Class member was employed and the pertinent leave(s) taken, which  
6 records Defendant agrees to make available to the Settlement Administrator.

7       After consulting with Class Counsel and Counsel for Defendant, the Settlement  
8 Administrator shall compute the number of Eligible Workweeks to be used in computing the  
9 Settlement Class member's pro rata share of the Net Settlement Amount. In the event there is a  
10 disparity between the dates a Settlement Class member claims he or she worked during the Class  
11 Period and the dates indicated by Defendant's records, Defendant's records will control unless  
12 inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class  
13 member, in which case the paycheck stub(s) will control. The Settlement Administrator's  
14 decision as to the total number of Eligible Workweeks shall be final, unless the Court determines  
15 otherwise. The Settlement Administrator shall send written notice of the decision on any such  
16 claim to the Settlement Class member, to Class Counsel, and Counsel for Defendant within ten  
17 (10) calendar days of receipt of the dispute.

18 **XI. FINAL APPROVAL HEARING AND ENTRY OF FINAL APPROVAL ORDER**  
19 **AND FINAL JUDGMENT**

20       Upon expiration of the Objection/Exclusion Deadlines, on the date set forth in the  
21 Preliminary Approval Order, a Final Approval Hearing shall be conducted in order to: (1) review  
22 this Settlement and determine whether the Court should give it final approval; (2) consider any  
23 objections timely submitted before the Objection Deadline; and (3) consider Class Counsel's  
24 request for attorney's fees and costs, the Class Representative's enhancement award (pursuant to  
25 Section XV. below), and the requested Administrative Costs.

26       At the Final Approval Hearing, Named Plaintiff, through Class Counsel, shall ask the  
27 Court to grant final approval to this Settlement and shall submit a Final Approval Order and a  
28

1 Final Judgment, to the Court for its approval. The Parties shall take all reasonable efforts to  
2 secure entry of the Final Approval Order and Final Judgment.

3 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

4 **A. Distribution Formula.**

5 Members of the Settlement Class not opting out will receive a lump sum payment as good  
6 and valuable consideration for the waiver and release of claims set forth in Section VII.A., above,  
7 in an amount determined by the Settlement Administrator in accordance with the provisions of  
8 this Agreement (the “Individual Class Settlement Payment”). The Individual Class Settlement  
9 Payment to each participating member of the Settlement Class will be determined by dividing  
10 the Net Settlement Amount by the total number of Eligible Workweeks calculated for all  
11 members of the Settlement Class who do not opt out during the Class Period (the “Workweek  
12 Amount”) and then multiplying the Workweek Amount by the number of Eligible Workweeks  
13 by the individual Class member as determined by the Settlement Administrator in accordance  
14 with Section X, less any applicable withholding taxes based on the Parties stipulated allocation  
15 of the Net Settlement Amount as provided for in Section XVI.

16 Additionally, all members of the PAGA Class will receive a lump sum payment as good  
17 and valuable consideration for the waiver and release of claims set forth in Section VII.A., above,  
18 in an amount determined by the Settlement Administrator in accordance with the provisions of  
19 this Agreement (the “Individual PAGA Payment”). The Individual PAGA Payment to each  
20 PAGA Class member will be determined by dividing the PAGA Allocation Amount by the total  
21 number of Eligible Pay Periods calculated for all PAGA Class members during the PAGA Class  
22 Period (the “PAGA Pay Period Amount”) and then multiplying the PAGA Pay Period Amount  
23 by the number of Eligible Pay Periods worked by that respective PAGA Class member as  
24 determined by the Settlement Administrator in accordance with Section X.

25 **B. Funding of Settlement.**

26 Within thirty (30) calendar days after the agreement becomes Final, Defendant will  
27 deposit the full Settlement Amount, including the Net Settlement Payments, Court approved  
28 enhancement award to Named Plaintiff, Court approved attorney’s fees and Litigation costs,

1 Claims Administration Costs and the PAGA Settlement, into an interest-bearing trust account for  
2 the benefit of Settlement Class members and Class Counsel, through the Settlement  
3 Administrator. At no time prior to the date on which the Settlement becomes Final shall  
4 Defendant be required to escrow any portion of the Settlement Amount.

5 **C. Time for Distribution.**

6 Within ten (10) calendar days following Defendant's deposit of the Settlement Amount  
7 with the Settlement Administrator as set forth above in section XII.B, the Settlement  
8 Administrator shall mail the Individual Class Settlement Payments, the Individual PAGA  
9 Payments, State of California portion of the PAGA Settlement, and Court approved enhancement  
10 to Named Plaintiff. Also, within the same time period, the Settlement Administrator shall deduct  
11 its Administrative Costs from the Settlement Amount. Settlement checks shall remain negotiable  
12 for one hundred and eighty (180) days from the date of mailing. If any settlement check(s)  
13 remains uncashed after 180 days from issuance, the Settlement Administrator shall transfer the  
14 value of the uncashed checks, plus any interest that has accrued thereon, to the State Controller's  
15 Office – Unclaimed Property Fund, under the unclaimed property laws in the name of the  
16 Settlement Class member. The Settlement Administrator shall void any tax documents issued to  
17 Settlement Class members who did not cash their checks within 180 days of issuance. In such  
18 event, such Settlement Class member shall nevertheless remain bound by the Settlement. Prior  
19 to the Final Approval hearing, the Parties shall provide the Court the total amount that will be  
20 payable to the Settlement Class member. The Parties also shall request that the Court set a date  
21 for the Parties to report to the Court the total amount that was actually paid to Settlement Class  
22 member.

23 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

24 The amounts paid under this Agreement do not represent a modification of any previously  
25 credited hours of service under any employee benefit plan, policy or bonus program sponsored  
26 by Defendant. Such amounts will not form the basis for additional contributions to, benefits  
27 under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by  
28 Defendant's, policies or bonus programs. Any payments made under the terms of this Settlement

1 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,  
2 or any other form of compensation for the purposes of Defendant’s benefit plan, policy or bonus  
3 program. Defendant retains the right to modify the language of their benefit plans, policies and  
4 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this  
5 Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring  
6 term as defined by applicable plans, policies and bonus programs for purpose of eligibility,  
7 vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not  
8 required by this Settlement.

9 **XIV. ATTORNEYS’ FEES AND LITIGATION COSTS**

10 **A. Class Counsel Attorneys’ Fees and Litigation Costs.**

11 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall  
12 not seek or receive an amount in excess of One Hundred Eighty-Three Thousand Three Hundred  
13 Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33), which represents 33<sup>1</sup>/<sub>3</sub>% of the  
14 Settlement Amount for all past and future attorneys’ fees necessary to prosecute, settle and  
15 administer the Litigation and this Settlement. Settlement Administrator may purchase an annuity  
16 to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel.  
17 Additionally, Defendant shall not oppose an application by Class Counsel for, and Class Counsel  
18 shall not seek or receive an amount in excess of Ten Thousand Dollars and Zero Cents  
19 (\$10,000.00), which represents all past and future Litigation costs and expenses necessary to  
20 prosecute, settle and administer the Litigation and this Settlement. Any attorneys’ fees or  
21 Litigation costs awarded to Class Counsel by the Court shall be deducted from the Settlement  
22 Amount for the purpose of determining the Net Settlement Amount. The “future” aspect of these  
23 amounts include, without limitation, all time and expenses expended by Class Counsel in  
24 defending the Settlement and securing Final Approval (including any appeals therein).

25 There will be no additional charge of any kind to either the members of the Settlement  
26 Class or request for additional consideration from Defendant for such work. This amount shall  
27 include all attorneys’ fees, Litigation costs and expenses for which Named Plaintiff and Class  
28 Counsel could claim under any legal theory whatsoever. Within ten (10) calendar days following

1 Defendant's deposit of the Settlement Amount with the Settlement Administrator as set forth  
2 above in section XII.B., the Settlement Administrator shall disburse payment from the Settlement  
3 Amount for the amount of attorneys' fees and Litigation costs approved by the Court to Class  
4 Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs  
5 than the amount that Class Counsel ultimately seeks, then the unapproved portion or portions  
6 shall flow to the Net Settlement Amount.

7 **XV. ENHANCEMENT TO NAMED PLAINTIFF**

8 Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall  
9 not seek or receive an amount in excess of Five Thousand Dollars and Zero Cents (\$5,000.00),  
10 for participation in and assistance with the Litigation. Any enhancement awarded to Named  
11 Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose of  
12 determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court  
13 approves an enhancement of less than \$5,000.00 to the Named Plaintiff, any unapproved portion  
14 or portions shall flow to the Net Settlement Amount.

15 **XVI. TAXATION AND ALLOCATION**

16 The amount paid to each participating Settlement Class member shall be net of the  
17 participating Settlement Class member's share of all federal, state and local taxes and required  
18 withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment  
19 taxes. The Employer Taxes for Defendant's share of taxes for the wage portions of the Settlement  
20 Payment shall be paid by Defendant separately and in addition to Defendant's payment of the  
21 Settlement Amount. The Parties agree that all employment taxes and other legally required  
22 withholdings will be withheld from payments to the members of the Settlement Class and Named  
23 Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for  
24 in this Section. The amount of federal income tax withholding will be based upon a flat  
25 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-  
26 1(a)(2) as amended or supplemented.

27 Income tax withholding will also be made pursuant to applicable state and/or local  
28 withholding codes or regulations. For withholding tax characterization purposes and payment of

1 taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows (“Net  
2 Settlement Allocation”): (1) 20% as wages; and (2) 80% as penalties and interest.

3 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by  
4 the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code,  
5 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of  
6 this Agreement, the processes set forth in this Section may be modified in a manner to bring  
7 Defendant into compliance with any such changes.

8 **CIRCULAR 230 DISCLAIMER.** EACH PARTY TO THIS STIPULATION OF  
9 SETTLEMENT (FOR PURPOSES OF THIS SECTION, THE  
10 “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS STIPULATION  
11 OF SETTLEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
12 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO  
13 PROVISION OF THIS STIPULATION OF SETTLEMENT, AND NO  
14 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG  
15 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR  
16 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR  
17 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON  
18 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
19 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
20 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
21 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL  
22 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
23 CONNECTION WITH THIS STIPULATION OF SETTLEMENT, (B) HAS NOT  
24 ENTERED INTO THIS STIPULATION OF SETTLEMENT BASED UPON THE  
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
26 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
27 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY  
28 OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY  
THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND  
(3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED  
ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY  
SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS  
OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,  
INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
STIPULATION OF SETTLEMENT.

26 **XVII. PRIVATE ATTORNEY GENERAL ACT ALLOCATION**

27 In order to implement the terms of this Settlement and to settle claims alleged under the  
28 Private Attorneys’ General Act (“PAGA”), California *Labor Code* section 2698 *et seq.*, the

1 Parties agree to allocate Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) of the  
2 Settlement Amount as the PAGA Settlement from which 75% totaling \$56,250.00 will be paid  
3 to the California Labor Workforce Development Agency (“LWDA”) and 25%, totaling  
4 \$18,750.00 will be paid to the PAGA Class members (the amount of \$18,750.00 to be paid to the  
5 PAGA Class members shall be referred to herein as the “PAGA Allocation Amount”). Within  
6 ten (10) calendar days following Defendant’s deposit of the Settlement Amount with the  
7 Settlement Administrator as set forth above in section XII.B, the Settlement Administrator shall  
8 disburse the \$56,250.00 to the LWDA.

9 All Aggrieved Employees will be included in the PAGA portion of the settlement and  
10 none will have the right or ability to opt-out of the PAGA Settlement. The Class Notice will  
11 state that any Settlement Class member who opts out of the Class Action Settlement will  
12 nevertheless receive their respective Individual PAGA Payment and will be bound by the  
13 corresponding release.

14 **XVIII. COURT APPROVAL**

15 This Agreement and the Settlement is contingent upon Final Approval by the Court.  
16 Named Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure  
17 Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent with  
18 the terms of this Agreement, and will not take any action adverse to each other in obtaining Court  
19 approval, and, if necessary, appellate approval, of the Settlement in all respects. Named Plaintiff  
20 and Defendant expressly agree that they will not file any objection to the terms of this Stipulation  
21 of Settlement or assist or encourage any person or entity to file any such objection.

22 **XIX. MISCELLANEOUS PROVISIONS**

23 **A. Stay of Litigation.**

24 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending  
25 Final Approval of the Settlement by the Court.

26 **B. Interpretation of the Agreement.**

27 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.  
28 Except as expressly provided herein, this Agreement has not been executed in reliance upon any

1 other written or oral representations or terms, and no such extrinsic oral or written representations  
2 or terms shall modify, vary or contradict its terms. In entering into this Agreement, the parties  
3 agree that this Agreement is to be construed according to its terms and may not be varied or  
4 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the  
5 laws of the State of California, both in its procedural and substantive aspects, without regard to  
6 its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the  
7 subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State  
8 of California for the County of Los Angeles, and Named Plaintiff and Defendant hereby consent  
9 to the personal jurisdiction of the Court over them solely in connection therewith. The foregoing  
10 is only limited to disputes concerning this Agreement and in no way limits or negates the  
11 enforceability and effect of any underlying arbitration obligations of the Named Plaintiff and  
12 putative class members. Named Plaintiff, on his own behalf and on behalf of the Settlement  
13 Class, and Defendant participated in the negotiation and drafting of this Agreement and had  
14 available to them the advice and assistance of independent counsel. As such, neither Named  
15 Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed  
16 against the other. The terms and conditions of this Agreement constitute the exclusive and final  
17 understanding and expression of all agreements between Named Plaintiff and Defendant with  
18 respect to the Settlement of the Litigation. The Agreement may be modified only by a writing  
19 signed by the original signatories and approved by the Court.

20 **C. Further Cooperation.**

21 The Parties and their respective attorneys shall proceed diligently to prepare and execute  
22 all documents, to seek the necessary approvals from the Court, and to do all things reasonably  
23 necessary or convenient to consummate the Agreement as expeditiously as possible.

24 **D. Confidentiality of Documents.**

25 After the expiration of any appeals period, Named Plaintiff, the Settlement Administrator,  
26 and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,  
27 written discovery, declarations and other information obtained in the lawsuit, unless necessary  
28 for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

1           **E. Counterparts.**

2           The Agreement may be executed in one or more actual or non-original counterparts, all  
3 of which will be considered one and the same instrument and all of which will be considered  
4 duplicate originals. Additionally, signatures delivered via facsimile or electronic transmission  
5 shall have the same force, validity and effect as the originals thereof.

6           **F. Authority.**

7           Each individual signing below warrants that he or she has the authority to execute this  
8 Agreement on behalf of the party for whom or which that individual signs.

9           **G. No Third Party Beneficiaries.**

10          Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries  
11 of this Agreement, and there are no third party beneficiaries.

12          **H. Deadlines Falling on Weekends or Holidays.**

13          To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
14 or legal holiday, that deadline shall be continued until the following business day.

15          **I. Legal Developments.**

16          The Parties agree that after this Agreement is executed, any new legal developments  
17 regarding the Released Claims or anything else pertaining to this Litigation or Agreement shall  
18 not allow the Parties to in any way amend or withdraw from this Agreement.

19          **J. Severability.**

20          In the event that any one or more of the provisions contained in this Agreement shall for  
21 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
22 unenforceability shall in no way effect any other provision if Counsel for Defendant and Class  
23 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed  
24 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

25          **K. Right to Terminate Settlement**

26          If five percent (5%) or more members of the Settlement Class members exercise their  
27 rights to exclude themselves and opt out of the Settlement, Defendant may, in its sole discretion,  
28 unilaterally withdraw from and terminate the Settlement no later than five (5) days prior to the

1 date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use  
2 the fact that the Parties agreed to the Resolution for any reason. Moreover, in the event that  
3 Defendant elects to terminate this Settlement, Defendant shall pay all of the Administrative Costs  
4 incurred by the Settlement Administrator up to that point.

5 **L. Successors and Assigns**

6 This Settlement Agreement shall be binding upon, and inure to the benefit of, the  
7 successors or assigns of the Parties hereto, as previously defined.

8 **M. Non-Approval of Settlement**

9 In the event that this Settlement is not granted final approval, this Agreement shall be  
10 deemed void *ab initio* and the Parties shall be returned to their respective positions as though this  
11 Agreement was never executed, including with respect to any releases of claims.

12 **N. Attorneys' Fees**

13 In the event of any dispute arising out of the interpretation, performance, or breach of  
14 any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be  
15 entitled to recover his and/or its reasonable attorneys' fees and costs incurred arising from such  
16 dispute.

17 **O. Jurisdiction of the Court and Venue**

18 The Parties agree that this Settlement Agreement shall be enforceable by the Court  
19 pursuant to California *Code of Civil Procedure* Section 664.6. The Court shall retain jurisdiction  
20 with respect to the interpretation, implementation, and enforcement of the terms of this  
21 Settlement Agreement and all orders and judgments entered in connection therewith, and the  
22 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,  
23 implementing, and enforcing the settlement embodied in this Settlement Agreement and all  
24 orders and judgments entered in connection therewith. Any adjudicated dispute regarding the  
25 interpretation or validity of or otherwise arising out of this Settlement Agreement, or relating to

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28 ///

1 the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the California  
2 state courts in and for the County of Los Angeles, and Named Plaintiff, Settlement Class  
3 members, and Defendant agree to submit to the personal and exclusive jurisdiction and venue of  
4 these courts.

5  
6 DATE: August \_\_, 2021

7  
8 By: \_\_\_\_\_  
MANUEL MEDELLIN

9  
10 DATE: August \_\_, 2021

11 BY: \_\_\_\_\_  
BELDEN, INC.

12 NAME: \_\_\_\_\_  
13

14  
15 **APPROVED AS TO FORM:**

16  
17 DATE: August \_\_, 2021

FISHER & PHILLIPS LLP

18  
19 By: \_\_\_\_\_  
20 TODD B. SCHERWIN  
21 CHRISTOPHER D. CHAPLIN  
Attorneys for Defendant, BELDEN INC.

22  
23 DATE: August \_\_, 2021

BARKHORDARIAN LAW FIRM, PLC

24  
25 By: \_\_\_\_\_  
26 GREGORY P. WONG  
27 JOHN F. LITWIN  
Attorneys for Plaintiff, MANUEL MEDELLIN