

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
SHORT TITLE: De La Cruz vs. Hightower Metal Products	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 30-2020-01150713-CU-OE-CXC

I certify that I am not a party to this cause. I certify that a true copy of the above ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT dated 09/13/21 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 9/13/21. Following standard court practice the mailing will occur at Sacramento, California on 9/14/21.

LAW OFFICES OF SAHAG MAJARIAN II
 18250 VENTURA BOULEVARD
 TARZANA, CA 91356

Clerk of the Court, by: V. Harting, Deputy

I certify that I am not a party to this cause. I certify that the following document(s), ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT dated 09/13/21, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on September 13, 2021, at 10:22:02 AM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by: V. Harting, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 13 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MERCEDES DE LA CRUZ, individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

HIGHTOWER METAL PRODUCTS, a
California corporation; ANILLO INDUSTRIES,
INC., a California corporation; and DOES 1
through 100, inclusive

Defendants.

CASE NO. 30-2020-01150713-CU-OE-CXC
Assigned to Hon. Peter Wilson, Dept. CX102

CLASS ACTION

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 9, 2021
Time: 2:00 pm
Dept: CX102

The Motion for Preliminary Approval of a Class Action Settlement came before this Court on September 9, 2021. The Court having considered the papers submitted in support of the application of the Parties, HEREBY ORDERS THE FOLLOWING:

1 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
2 upon the terms set forth in the Class Action Settlement Agreement (“Settlement Agreement”). All
3 terms used herein shall have the same meaning as defined in the Settlement Agreement. The
4 Settlement appears to be fair, adequate and reasonable to the Class.

5 **CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

6 2. The Class defined in the proposed Settlement Agreement is defined as:
7 all current and former hourly-paid, non-exempt employees who worked for Defendants
8 in California from July 23, 2016 through May 10, 2021.
9 Settlement Agreement at ¶¶ 5-6.

10 3. The Former Employee Sub-Class is defined in the Settlement Agreement to mean:
11 all Former Employees of Defendants whose employment terminated at any time
12 during the period of July 23, 2017 through May 10, 2021.
13 Settlement Agreement, at ¶¶ 13, 32.

14 4. The Court conditionally finds that, for the purposes of approving this settlement only,
15 the proposed Classes meet the requirements for certification under section 382 of the California Code
16 of Civil Procedure.

17 **PRELIMINARY APPROVAL OF SETTLEMENT**

18 5. The Court hereby preliminarily grants approval of the terms and conditions contained
19 in the Settlement Agreement, a copy of which is attached hereto as **Exhibit A**. The settlement falls
20 within the range of reasonableness and appears to be presumptively valid, subject only to any
21 objections that may be raised at the final fairness hearing and final approval by this Court.

22 6. A Final Fairness Hearing on the question of whether the proposed settlement, attorneys'
23 fees and costs to Class Counsel, and the Class Representative’s Enhancement Award should be finally
24 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department
25 CX102 on the date and time set forth in the implementation schedule in Paragraph 26 below.

26 7. The Court makes the following preliminary findings and observations: (1) the
27 settlement amount appears at this stage to be fair and reasonable to the Class Members when balanced
28 against the risks of further litigation relating to class certification, summary judgment and trial on
liability and damages issues, potential appeals, and ultimate collection of the full potential value of

1 the claims; (2) it also appears that sufficient discovery and investigation have been conducted, such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)
3 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
4 further prosecution of the litigation; and (4) the proposed Settlement is the culmination of serious and
5 non-collusive negotiations between the Parties. Accordingly, the Court finds that the Settlement
6 appears to have been entered into in good faith.

7 8. The Court approves CPT Group, Inc., as the Settlement Administrator.

8 9. This Court approves, as to form and content, the Notice of Class Action Settlement in
9 substantially the form attached as Exhibit B (English) and Exhibit C (Spanish) to this Order. The
10 further approves, as to form and content, the Objection Form attached as Exhibit D (English) and
11 Exhibit E (Spanish) and the Opt-out Form attached as Exhibit F (English) and Exhibit G (Spanish).

12 10. The Court further finds that the Class Notice appears to fully and accurately inform the
13 Class Members of all material elements of the proposed Settlement, of the Class Members' right and
14 opportunity to be excluded from the Settlement, of the Class Members' right and opportunity to
15 challenge Defendant's records of workweeks worked; and of the Class Members' right and
16 opportunity to object to the Settlement.

17 FORM AND TIMING OF NOTICE

18 11. Not later than twenty (20) calendar days after the entry of this Order, Defendants shall
19 provide the class list to the Settlement Administrator.

20 12. Not later than fourteen (14) calendar days after Defendants provide the class
21 information to the Settlement Administrator, the Settlement Administrator shall mail the Settlement
22 Notice, substantially in the form of Exhibit B (English) and Exhibit C (Spanish) to this Order, to be
23 mailed by first-class mail postage pre-paid.

24 13. The Court directs the mailing of the Notice in accordance with the implementation
25 schedule set forth in the Settlement Agreement and finds the dates selected for the mailing and
26 distribution of the mailing of the Notice as set forth therein meet the requirements of due process and
27 provide the best notice practicable under the circumstances and shall constitute due and sufficient
28 notice to all persons entitled thereto.

1 14. No later than the deadline set forth below for Plaintiff to file the motion for final
2 approval of class action settlement, Class Counsel shall serve and file a sworn statement from the
3 Settlement Administrator attesting to compliance with the service of the Settlement Notice, as set forth
4 above. The cost of giving notice to the Class Members shall be paid as set forth in the Settlement
5 Agreement.

6 15. The Court finds that the notice to be provided is the best means of providing notice to
7 the Class Members, is practicable under the circumstances and, when completed, shall constitute due
8 and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by and/or
9 entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
10 requirements of due process and the California Rules of Court.

11 **ABILITY OF CLASS MEMBERS TO OPT OUT OF THE SETTLEMENT CLASS, OBJECT**
12 **TO THE SETTLEMENT AND/OR DISPUTE THEIR INDIVIDUAL PAYMENT**

13 16. Pursuant to paragraph 25 of the Settlement Agreement and as set forth in the Class
14 Notice, Class Members shall have sixty (60) days from the date the notice is mailed to submit any
15 requests for exclusions in accordance with the procedures set forth in the Notice. Settlement Class
16 Members who received a re-mailed Notice Packet shall have their Response Deadline extended
17 fourteen (14) days from the original Response Deadline. Any Settlement Class Member who validly
18 requests to be excluded from the Settlement Class will not be entitled to any Class recovery under the
19 Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or
20 comment thereon, except that Settlement Class Members who are in the PAGA Settlement Class will
21 still receive his or her PAGA Employee Share and will release the PAGA Claims. No later than the
22 deadline for Plaintiff to file the motion for final approval of class action settlement set forth below,
23 Class Counsel shall file a statement setting forth the names of any Class Members who elected to
24 exclude themselves from the Settlement.

25 17. Any Class Members who do not properly and timely exclude themselves from the
26 Settlement shall be included in the Class and, if the Settlement is approved and becomes effective,
27 shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited
28 to the Release of Claims described therein

1 18. Pursuant to paragraph 25 of the Settlement Agreement and as set forth in the Class
2 Notice, Class Members shall have sixty (60) days from the date the notice is mailed to submit any
3 objections to the Settlement in accordance with the procedures set forth in the Notice. Settlement Class
4 Members who received a re-mailed Notice Packet shall have their Response Deadline extended
5 fourteen (14) days from the original Response Deadline. The Settlement Administrator shall email
6 any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall file any
7 objections with the Court. Settlement Class Members who submit a timely Notice of Objection will
8 have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their
9 objections heard by the Court, but are not required to do so.

10 19. Pursuant to paragraph 25 of the Settlement Agreement and as set forth in the Class
11 Notice, Class Members shall have sixty (60) days from the date the notice is mailed to dispute their
12 individual payments (*i.e.* the number of weeks during which they worked for Defendant) in accordance
13 with the procedures set forth in the Class Notice. Settlement Class Members who received a re-mailed
14 Notice Packet shall have their Response Deadline extended fourteen (14) days from the original
15 Response Deadline.

16 20. Any objection to the Settlement, exclusion, or disputed claim amount must be
17 submitted in writing in accordance with the procedures set forth in the Class Notice. The deadline
18 shall be specified in the Settlement Notice. Any written objection, dispute or exclusion must be
19 postmarked on or before the 60-day response deadline and mailed to the administrator at the address
20 set forth in the Class Notice, except that Settlement Class Members who received a re-mailed Notice
21 Packet shall have their Response Deadline extended fourteen (14) days from the original Response
22 Deadline.

23 21. A hearing (the "Fairness Hearing") shall take place before this Court, on the date and
24 time set forth below, to determine:

- 25 a. Whether the Court should permanently certify the Settlement Class;
- 26 b. Whether the Settlement, on the terms and conditions provided for in the Settlement
27 Agreement, should be finally approved by the Court as fair, reasonable and
28 adequate;

- 1 c. Whether the application for a service award for representative De La Cruz should
 2 be approved;
- 3 d. Whether the application for attorneys' fees and expenses to be submitted by Class
 4 Counsel should be approved; and
- 5 e. Such other matters as the Court may deem necessary or appropriate. The Court
 6 may finally approve the Settlement at or after the Fairness Hearing with any
 7 modifications agreed to by the Parties and without further notice to the Class
 8 Members.

9 22. Any Class Member who has not requested to be excluded from the Settlement, and any
 10 other interested person, may appear at the Fairness Hearing in person or by counsel and be heard, to
 11 the extent allowed by the Court, either in support of or in opposition to the matters to be considered
 12 at the Fairness Hearing. Any documents filed with the Court must also be served on counsel, by any
 13 method authorized under the Code.

14 23. Any responses to any written objections to the Settlement and any other matter in
 15 support of the Settlement shall be filed with the Court not later than the deadline set forth below.

16 24. The Court may adjourn the Fairness Hearing, including the consideration of the
 17 application for the payment of a service award to the Class Representative and for attorneys' fees and
 18 expenses, without further notice of any kind other than an announcement of such adjournment in open
 19 court at the Fairness Hearing or any adjournment thereof.

20 25. The Court HEREBY GRANTS preliminary approval of the class action settlement as
 21 set forth above and sets the following schedule:

Deadline for Defendant to provide class data to Settlement Administrator	Twenty (20) calendar days after entry of Preliminary Approval
Deadline for Settlement Administrator to mail Notice of Settlement	Fourteen (14) calendar days after provision of class list to Settlement Administrator (34 days after entry of Preliminary Approval)
Last day for Class Members to file any requests for exclusions, objections or disputed claim amounts	60 calendar days from date notice is mailed (94 days after entry of Preliminary Approval) [plus 14 days for Class Members who received a re-mailed Notice Packet]

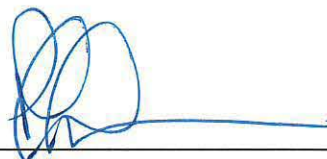
1 2	Settlement Administrator to provide update to class counsel regarding requests for exclusion	Fourteen (14) calendar days from Response Deadline (108 days after entry of Preliminary Approval)
3 4 5	Deadline for the parties' replies to any class member objections	The deadline for the parties' reply to any objections, if necessary, will be set by the Court at the initial Final Approval hearing.
6 7 8 9 10	Deadline for Plaintiff to file motion for attorneys' fees and costs; motion for service award; and motion for final approval of class action settlement	The Motion for Final Approval should be filed at least 16 court days prior to the Final Approval hearing and must include the estimated high, low and average for individual settlement payments, Plaintiff's individual payouts and a full report on all disputes, objections and exclusions received.
11 12 13	Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and service awards	March 3, 2022 at 2:00 p.m. (175 days after entry of Preliminary Approval)

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16 **IT IS SO ORDERED.**

17 DATED:

9/13/2021

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HON. PETER WILSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "Agreement") is entered into by and between Plaintiff Mercedes De La Cruz ("Plaintiff"), on the one hand, and Defendants Hightower Metal Products, a California Corporation ("HM"), Hightower Plating & Mfg. Co., a California corporation ("HP"), and Anillo Industries, Inc., a California corporation ("Anillo") (HM, HP, and Anillo are referred to collectively as "Defendants"), on the other hand (Plaintiff and Defendants are sometimes referred to collectively as the "Parties" and individually as a "Party"), and subject to the approval of the Court, that the Action (as defined below) is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals and terms set forth herein, all of which by this reference become an integral part of this Agreement:

ADDITIONAL DEFINITIONS

1. "Action" means the Class Action Complaint known as *De La Cruz v. Hightower Metal Products, et al.* filed in the Orange County Superior Court on July 23, 2020 bearing Case No. 30-2020-01150713-CU-OE-CXC.

2. "Class Counsel" means Marcus J. Bradley of Bradley/Grombacher, LLP and Sahag Majarian II of the Law Offices of Sahag Majarian, II.

3. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund as described in Paragraph 57 below.

4. "Class Information" means information regarding Settlement Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name; last known address; Social Security Number; start date of employment; end date of employment (if any).

5. "Class Member" means all current and former hourly-paid, non-exempt employees who worked for Defendants at any time during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

6. "Class Period" means the period from July 23, 2016 through the hearing date of Plaintiff's Motion for Preliminary Approval of Class Action Settlement or 150 days from the December 11, 2020 execution of the Memorandum of Understanding following mediation of this Action, whichever is sooner.

7. "Class Representative Enhancement Payment" means the award provided to Plaintiff in recognition of her participation in this litigation as described in Paragraph 56 below.

8. "Compensable Weeks" means the number of weeks during which members of the Settlement Class were employed by Defendants during the Class Period. Compensable Weeks for

each Settlement Class Member shall be calculated by calculating the total number of days of employment during the Class Period and dividing the total number of days of employment during the Class Period by seven (7).

9. "Costs" means those amounts of money reasonably expended to litigate, and settle, this matter.

10. "Court" means the Orange County Superior Court.

11. "Defense Counsel" means Annigian Ryan LLP.

12. "Effective Date" means the date upon which the Court grants final approval of the Settlement if no objections to the Agreement are raised during the Court's approval process. If any objection to the Agreement is raised, the Effective Date shall be sixty days after notice of entry of judgment is given. If an appeal or other appellate proceeding is initiated, the Effective Date shall be the date the trial court regains jurisdiction following the latter of termination of all appellate proceedings or the expiration of the time to bring further appeal.

13. "Former Employee" means those Settlement Class Members who are former hourly-paid, non-exempt employees of Defendants (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) as of the date of upon which the Court grants preliminary approval of the Settlement.

14. "Gross Settlement Fund" means the maximum settlement amount of Six Hundred Thirty-Five Thousand Dollars (\$635,000.00) to be paid by Defendants in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Class Counsel Costs, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*; "PAGA") Payment. This Gross Settlement Fund has been agreed to by the Parties based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Fund absent written agreement of the Parties arising out of the Parties' obligations triggered by conditions set forth in Paragraph 611 below. Defendants maintain no reversionary right to any portion of the Gross Settlement Fund. The entire Gross Settlement Fund will be distributed and no part of the Gross Settlement Fund will revert to Defendants.

15. "Individual Settlement Payment" means the amount payable to each Settlement Class Member as described in Paragraph 55 below.

16. "LWDA Payment Amount" means 75% of the PAGA Settlement Fund.

17. "Net Settlement Amount" or "NSA" means the Gross Settlement Fund, less Class Counsel Award, Costs, Class Representative Enhancement Payment, the PAGA Settlement Fund, and Settlement Administrator Costs.

18. "Notice Packet" means the Notice of Proposed Class Action Settlement

(substantially in the form attached as Exhibit A).

19. "PAGA Employee Share" means 25% of the PAGA Settlement Fund.

20. "PAGA Settlement Class" means all current or former employees of Defendants who were employed between July 23, 2019 and the date the Court preliminary approves the Settlement (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

21. "PAGA Settlement Fund" means the portion of the Gross Settlement Fund that the Parties have agreed will be allocated and paid to settle all claims and remedies under the PAGA. The amount of the PAGA Payment is subject to court approval pursuant to California Labor Code section 2699(l). The Parties have agreed that Thirty Thousand Dollars (\$30,000.00) of the Gross Settlement Fund shall be allocated to the resolution of any Settlement Class Members' claims arising under PAGA. Pursuant to the PAGA, 75%, or Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), of the PAGA Settlement Fund shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25%, or Seven Thousand Five Hundred Dollars (\$7,500.00), of the PAGA Settlement Amount shall be part of the Net Settlement Amount to be distributed to the PAGA Settlement Class.

22. "Released Claims" means all disputes, claims, and/or causes of action pleaded or which could have been pleaded in or arising from the facts pleaded and allegations of wrongdoing in the Action for the Class Period, including the following alleged violations of California Labor Code: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to timely pay wages each pay period; (d) failure to timely pay final wages under Labor Code section 203; (e) failure to provide accurate wage statements under Labor Code section 226 (included, but not limited to, actual damages); (f) failure to pay meal period penalties under Labor Code section 226.7; (g) failure to pay rest period penalties under Labor Code section 226.7; (h) penalties pursuant to the California Private Attorney General Act of 2004 ("PAGA"); (i) failure to adopt standards that minimize excessive indoor heat; (j) damages, penalties, interest and other amounts recoverable under said causes of action under California law and/or Federal law, including but not limited to the California Labor Code and California Unfair Competition Law; (k) unfair competition; and (l) interest, attorney's fees, and costs concerning any of the above. The claims include statutory, constitutional, contractual and common law claims for wages, damages, unpaid costs, liquidated damages, punitive damages stemming from the claims in the Action, or penalties of any nature, interest, attorney's fees, litigation costs, restitution, and equitable relief, late payments of wages, claims for penalties, off-the-clock claims, meal and rest break claims, rounding, overtime and double time based on the claims, facts and theories alleged in the operative Second Amended Complaint.

23. "Released Parties" means Defendants including their former and present parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, partners, agents, representatives, attorneys, insureds, successors, and assigns, and any individual or entity that could be jointly liable for any of the Released Claims.

24. "Relevant Pay Period" means any period for which wages are or were due and payable on regular paydays, and for which wage statements were issued during the Class Period.

25. "Response Deadline" means the date sixty (60) days after the Settlement Administrator mails Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may request for exclusion and/or objection to the Settlement. Settlement Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) days from the original Response Deadline.

26. "Settlement" means the disposition of the Action pursuant to this Agreement.

27. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement.

28. "Settlement Administrator" means CPT Group, with its corporate headquarters located at 50 Corporate Park Drive, Irvine, California.

29. "Settlement Class Members" means all Class Members who do not submit a timely and valid request for exclusion as provided in this Agreement.

30. "Former Employee Ratio" means the portion of the Former Employee Settlement Fund divided by the total number of Settlement Class Members who are identified as a Former Employee.

31. "Former Employee Fund" means 20% of the Net Settlement Amount as described in Paragraph 555 below.

32. "Former Employee Sub-Class" means all Former Employees of Defendants whose employment terminated at any time during the period of July 23, 2017 through the end of the Class Period, inclusive (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) who does not submit a timely and valid request for exclusion as provided in this Agreement.

RECITALS

33. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit or arbitration.

34. Procedural History. Plaintiff initiated the Action by filing a Class Action Complaint on July 23, 2020. Thereafter, on October 23, 2020, Plaintiff filed a First Amended Class Action Complaint to add a claim for relief pursuant to PAGA.

35. The Parties agreed to mediate the Action with an experienced and well-respected

wage and hour mediator, Christopher Barnes, Esq. In preparation for mediation, Defendants voluntarily provided time records for the Settlement Class up to and including July 31, 2020. Defendants produced data for over 38,492 shifts during the liability period.

36. On December 11, 2020, the Parties participated in an all-day mediation with Mr. Barnes via Zoom, where an agreement-in-principle was reached.

37. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, including the possibility that one or more of the alleged classes may not be certified, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' anticipated defenses thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Settlement Class Members.

38. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff and Settlement Class Members. Defendants have also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to resolve the claims as set forth in the Action. Defendants have claimed, and continue to claim, that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted. The monies being paid as part of the Settlement are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement.

39. Settlement Class Members' Claims. Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

TERMS OF AGREEMENT

40. Filing of Lawsuit. In order to effectuate this Agreement, Plaintiff shall file a Second Amended Complaint in the Action to add additional claims and to add HP as an additional

party to the Action, and Plaintiff shall seek preliminary and final approval of this Settlement from the Court. Defense Counsel shall have an opportunity to review a draft of the Second Amended Complaint prior to Plaintiff's filing.

41. Release As To All Settlement Class Members. As of the Effective Date, in exchange for the Gross Settlement Fund, Plaintiff and the Settlement Class Members release the Released Parties from the Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the final judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, as defined above.

42. Claims Released by the PAGA Settlement Class. Upon the final approval by the Court of this settlement, each PAGA Settlement Class Member will release Released Parties of all claims under the California Private Attorneys General Act of 2004 ("PAGA") that were pled or could have been pled, based on, or which arise out of the facts alleged in the operative Second Amended Complaint between July 23, 2019 and the date the Court preliminary approves the Settlement.

43. Release As To Plaintiff. In consideration for the Class Representative Enhancement Award and as an inducement for Defendants to enter into this Agreement, Plaintiff's Released Claims additionally include any and all claims including Unknown Claims against Defendants that accrued during her employment with Defendants, and expressly waives the following provisions of California Civil Code § 1542:

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

44. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties or by the Settlement Administrator in this regard. Settlement Class Members understand and agree that withholdings, including, but not limited to Settlement Class Members' FICA contributions, will be taken from that portion of the Gross Settlement Fund designated as wages, and that they will be responsible for the payment of any employee taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. However, Defendants' share of employer payroll taxes and other required employer withholdings, including but not limited to Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Fund.

45. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this

the dispute shall be the exclusive means used to determine whether the dispute was timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. Counsel for the Parties will confer in good faith to resolve the dispute(s) and advise the Settlement Administrator if the Parties were able to resolve the dispute. Any dispute resolved by the Parties following conferring in good faith shall be binding upon the Settlement Class Member and the Parties. In the event that the Parties are unable to resolve the dispute, the Settlement Administrator shall determine the eligibility for and amount of any Individual Settlement Payment and provide its determination to the Parties in writing at least fifteen (15) days prior to any fairness hearing in this matter. Any Party shall have the right to raise the dispute to the trial court for resolution and the trial court shall have the right to review and reverse any decision made by the Settlement Administrator regarding a dispute.

50. Disputes Regarding Administration of Settlement. Any disputes regarding or relating to the administration of the Settlement shall be resolved by the same process described in Paragraph 49.

51. Exclusions. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Settlement Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Settlement Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, and (4) must clearly state the intention to be excluded from the Settlement. The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Settlement Class Member, or if it does not contain the name and address of the Settlement Class Member and articulate the intent to be excluded. The date of the postmark on the return mailing envelope on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who validly requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except that Settlement Class Members who are in the PAGA Settlement Class will still receive his or her PAGA Employee Share and will release the PAGA Claims. Settlement Class Members who fail to submit a valid request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with the total number of Settlement Class Members who have submitted valid written requests for exclusion. In addition the Settlement Administrator shall provide the Parties with a list of the Settlement Class Members who have submitted valid written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit requests for exclusion from the Settlement.

52. Objections. The Notice Packet shall state that Settlement Class Members who wish to object to the Settlement may be required by the Court to deliver to the Settlement Administrator a written statement of objection ("Notice of Objection") no later than the Response Deadline. The

date of the postmark on the return mailing envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely. The Notice of Objection must be signed by the Settlement Class Member and should state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Both Settlement Class Members who fail to make objections in the manner specified above and Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court, but are not required to do so. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. Any Settlement Class Member who submits a timely request for exclusion and who also objects to this Settlement shall be deemed to have validly excluded himself or herself from the Settlement and the objection shall be waived.

53. Funding and Allocation of Gross Settlement Fund. This is a non-reversionary, non-claims-made Settlement in which Defendants are required to pay the entirety of the Gross Settlement Fund as specified in this Agreement. No amount of the Gross Settlement Fund will revert to Defendants. Defendants' share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Fund. Within thirty (30) calendar days after the Effective Date, Defendants shall provide the Gross Settlement Fund and Defendants' share of payroll taxes to the Settlement Administrator.

54. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by First Class U.S. Mail to Settlement Class Members' last known mailing address within fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, any such unclaimed checks will be distributed to *Cy Pres* Recipients as described in Paragraph 588, below. In such event, those Class Members will nevertheless remain bound by the Settlement. Individuals will be entitled to payment from the Net Settlement Amount based on their status as the Settlement Class Members, Former Employee Sub-Class Members, and PAGA Settlement Class Members as defined in Paragraphs 20, 29, and 32 above.

55. Calculation of Individual Settlement Payments. The calculation of Individual Settlement Payments will involve the following steps:

- A. The Net Settlement Amount will be divided and allocated as follows:
 - i. Eighty percent (80%) of the Net Settlement Fund shall be designated as recovery for the class claims (except for the failure to timely pay final wages under Labor Code section 203) and shall payable to the Settlement Class according to the formula stated below.

- ii. Twenty percent of the NSA shall be designated as the Former Employee Settlement Fund as recovery for the failure to timely pay final wages under Labor Code section 203.
- B. The portion of the NSA designated as recovery for the class claims (described in paragraph 55(a)(i) above), shall be divided by the total Compensable Weeks worked by the whole of the Settlement Class to establish the value of each Compensable Week. The number of Compensable Weeks attributable to each individual Settlement Class Member shall then be multiplied by the value of each Compensable Week to determine the amount due to each individual Settlement Class Member. Of the portion of the NSA designated as recovery for the class claims (described in paragraph 55(a)(i) above), twenty-five percent (25%) shall be designated as wages for which each Settlement Class Member shall be issued an IRS Form W2 and 75% shall be designated as penalties and interest for which each class member shall be issued an IRS form 1099.
- C. The Former Employee Settlement Fund shall be divided by the number of Former Employees in order to determine the Former Employee Payment Ratio. Each Former Employee Sub- Class Member shall be entitled to receive the Former Employee Payment Amount. The Former Employee Payment Amount shall be treated as 100% penalties for which each Former Employee Sub- Class Member shall be issued an IRS form 1099
- D. The PAGA Employee Share shall be divided by the total number of Compensable Weeks during the period of July 23, 2019 through the end of the Class Period in order to establish the PAGA Payment Ratio. The PAGA Payment Ratio will then be multiplied by the number of Compensable Weeks attributable to each member of the PAGA Settlement Class in order to determine the correct amount to be paid to each PAGA Settlement Class Member out of the PAGA Employee Share. The PAGA Employee Share shall be treated as 100% penalties for which each PAGA Employee shall be issued an IRS form 1099.

D.

56. Class Representative Enhancement Payment. Plaintiff Mercedes De La Cruz agreed to serve as the class representative without the expectation of a Class Representative Enhancement Payment. However, Plaintiff has now identified herself, in the public record, as an individual who is willing to make class action employment claims. Among the considerations for any Class Representative Enhancement Payment are (a) that the Agreement provides a substantial benefit to the Settlement Class Members; (b) Plaintiff is not seeking an extraordinary amount, but a number that is reasonable and represents the amount of time and the risks associated with her participation in this litigation; and (c) that Plaintiff is providing a general release of all claims. Plaintiff contends a Class Representative Enhancement Payment of \$7,500.00 is reasonable and fair. The Class Representative Enhancement Payment shall be paid to Plaintiff from the Gross Settlement Fund no later than fourteen (14) calendar days after Defendants provide funds to the

Settlement Administrator for disbursement under this Agreement. Defendants do not oppose Plaintiff's requested Class Representative Enhancement Payment.

57. Class Counsel Award. Class Counsel will submit an application for attorneys' fees not to exceed one-third of the Gross Settlement Fund (or Two Hundred Eleven Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$211,666.67), plus actual Costs not to exceed Twenty-Five Thousand Dollars (\$25,000). Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Class Counsel Award shall be paid to Class Counsel from the Gross Settlement Fund no later than fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to each Class Counsel for the payments made pursuant to this paragraph. Defendants do not oppose this application. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.

58. Cy Pres. Any checks that remain unclaimed for 180 days after issuance shall be distributed to nonprofit organizations or foundations designated by Defendants and Plaintiff to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent ("Cy Pres Recipients"). One Hundred percent (100%) of the funds resulting from unclaimed checks shall be distributed Cy Pres Recipient, Bet Tzedek.

59. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Fund. The costs of administration for the disbursement of the Gross Settlement Fund are currently estimated to be Eleven Thousand Dollars and Zero Cents (\$11,000.00). This figure represents the Settlement Administrator's estimate of its fees to administer this Settlement, based on information it was provided about the issues in the case, the complexity of the Settlement, and the approximate sizes of the putative Classes. To the extent actual Settlement Administration Costs are greater than \$11,000.00, such excess amount shall be taken out of the Net Settlement Amount, unless it is determined by the Court that such increased costs were caused by misconduct by Defendants, whether collectively or individually. No fewer than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration of this Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator, on Defendants' behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

- A. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties each represent they

do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

- B. The Settlement Administrator shall be responsible for:
1. Calculating the amount each Settlement Class Member is eligible to receive, processing and mailing payments to the Plaintiff, Class Counsel, and Settlement Class Members;
 2. Printing, translating and mailing the Notice Packets to the Settlement Class Members as directed by the Court;
 3. Receiving and reporting the requests for exclusion and objections submitted by Settlement Class Members;
 4. Deducting taxes from Individual Settlement Payments and distributing tax forms;
 5. Establishing and maintaining a toll-free informational telephone support line to assist Class Members who have questions regarding the Notice;
 6. Issuing to Plaintiff, Settlement Class Members, and Class Counsel, W-2, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant to this Agreement;
 7. Conducting additional address searches for mailed Notices that are returned as undeliverable. These searches may be done through a class action locator service. To the extent new and more current addresses are found, the Settlement Administrator will also reprint and re-mail Notices accordingly;
 8. Calculating Settlement Class Members settlement share, fielding inquiries from Class Members, and administration of any requests for exclusion. This service will include settlement proceed calculations, printing and issuance of checks, and preparation of W-2, 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be included as part of this service;
 9. Informing Defendants of their employer-side tax liability, if any;
 10. Processing and mailing tax payments to the appropriate state and federal taxing authorities;
 11. Providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement;

12. Other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform;
13. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities; and
14. No later than twenty-five (25) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with an accounting of the Gross Settlement Fund and report the amount of all payments to be made to each Settlement Class Member by name and Social Security number.

C. No person shall have any claim against Defendants, Defense Counsel, Plaintiff, Settlement Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

60. Defendants' Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval/Settlement Fairness Hearing, the number of Settlement Class Members who submitted valid requests for exclusion from the Settlement is three percent (3.00%) or greater of all Settlement Class Members, Defendants shall have, in their sole discretion, the option to terminate this Settlement. If Defendants exercise their option to terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel within fifteen (15) calendar days after the Settlement Administrator provides counsel for the Parties with the final list of Settlement Class Members who have submitted valid requests for exclusion and (b) pay all Settlement Administration Costs incurred up to the date and as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed. However, in the event that the number of Settlement Class Members who submitted valid requests for exclusion is reduced to less than three percent (3.00%) by withdrawal of said requests for exclusion during the fifteen-day period following the Settlement Administrator's provision of the final list of excluded Settlement Class Members, then Defendants shall have no right to terminate this Settlement.

61. Plaintiff's Option to Exclude New Hires. As of July 31, 2020, Defendants' best estimate of the number of Class Members is 271 and the best estimate of workweeks worked by the prior to August 1, 2020 is 28,313. If the actual number of Class Members is more than ten percent (10%) greater than this estimate by the time that Defendants provide the data to the Settlement Administrator, then the Parties will meet and confer to determine whether the Class should be limited to exclude any of Defendants' employees hired on or after August 1, 2020. In the event that the Parties duty to meet and confer is triggered as a result of the increase in Settlement Class size, Plaintiff shall have, in her sole discretion, the option to limit the Class to exclude any of Defendants' employees hired on or after August 1, 2020. Plaintiff's exercise of this option shall not any impact on any other term in this Settlement Agreement.

62. Non-Interference. No Party may solicit, encourage, or otherwise aid in obtaining exclusions from Settlement Class Members. In the event that any either Plaintiff or Defendants are determined to have solicited, encouraged, or otherwise aided in obtaining exclusions from Settlement Class Members, that party shall waive its right to terminate the settlement pursuant to Paragraphs 64 and 65 above. Determination of whether a Party solicited, encouraged, or otherwise

aided in obtaining exclusions from Settlement Class Members shall be made by the Court.

63. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement Payment, (iii) Individual Settlement Payments, and (iv) the Settlement Administration Costs. Pursuant to California Rule of Court 3.769(h), after granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

64. Nullification of Settlement Agreement. In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid equally between Plaintiff and Defendants, which may be claimed as a recoverable cost by the prevailing party in this litigation, such issue to be decided by the Court or Arbitrator, as appropriate, when ruling on what costs, if any, may be recovered by the prevailing party. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of said notification.

65. No Effect on ERISA plans. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on any ERISA plan of the Plaintiff or Settlement Class Members.

66. No Admission By the Parties. Defendants deny any and all claims alleged in this Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession or omission by Defendants.

67. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

68. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

69. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed all Parties or their successors-in-interest. Non-material terms to this Agreement may be amended or modified by a written instrument signed by counsel for the Parties if all parties are in agreement that the proposed amendment or modification is a non-material term.

70. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. The persons signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third party.

72. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

73. California Law Governs. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

74. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

75. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

76. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in

this Agreement and all orders and judgments entered in connection therewith.

77. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.

78. Waiver of Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

[PARTY SIGNATURES APPEAR ON NEXT PAGE]

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DocuSigned by:

Mercedes De La Cruz

8/11/2021

Mercedes De La Cruz, Plaintiff

Date

HIGHTOWER METAL PRODUCTS,
A CALIFORNIA CORPORATION

By: _____

Kurt H. Koch

Date

Its: President & CEO

HIGHTOWER PLATING & MFG. CO.,
A CALIFORNIA CORPORATION

By: _____

Kurt H. Koch

Date

Its: President & CEO

ANILLO INDUSTRIES, INC.,
A CALIFORNIA CORPORATION

By: _____

Kurt H. Koch

Date

Its: President & CEO

APPROVED AS TO FORM:

BRADLEY/GROMBACHER, LLP
LAW OFFICES OF SAHAG MAJARIAN II,

By: _____

Marcus J. Bradley
Marcus J. Bradley, Esq.
Attorneys for Plaintiff
MERCEDES DE LA CRUZ

ANNIGIAN RYAN LLP

By: _____

Jason D. Annigian, Esq.
Attorneys for Defendants
HIGHTOWER METAL PRODUCTS, INC.
HIGHTOWER PLATING & MFG. CO.
ANILLO INDUSTRIES, INC.

Mercedes De La Cruz, Plaintiff

Date

HIGHTOWER METAL PRODUCTS,
A CALIFORNIA CORPORATION

DocuSigned by:
By: Kurt Koch
139C380034AC426...

8/13/2021

Date

Its: President & CEO

HIGHTOWER PLATING & MFG. CO.,
A CALIFORNIA CORPORATION

DocuSigned by:
By: Kurt Koch
139C380034AC426...

8/13/2021

Date

Its: President & CEO

ANILLO INDUSTRIES, INC.,
A CALIFORNIA CORPORATION

DocuSigned by:
By: Kurt Koch
139C380034AC426...

8/13/2021

Date

Its: President & CEO

APPROVED AS TO FORM:

BRADLEY/GROMBACHER, LLP
LAW OFFICES OF SAHAG MAJARIAN II,

By:

Marcus J. Bradley, Esq.
Attorneys for Plaintiff
MERCEDES DE LA CRUZ

ANNIGIAN RYAN LLP

DocuSigned by:
By: Jason D. Annigian
139C380034AC426...

Jason D. Annigian, Esq.
Attorneys for Defendants
HIGHTOWER METAL PRODUCTS, INC.
HIGHTOWER PLATING & MFG. CO.
ANILLO INDUSTRIES, INC.

EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

MERCEDES DE LA CRUZ, individually and
on behalf of other individuals similarly
situated,

Plaintiff,

v.

HIGHTOWER METAL PRODUCTS, a
California corporation; ANILLO
INDUSTRIES, INC., a California
corporation; and DOES 1 through 100,
inclusive

Defendants.

Case No.: 30-2020-01150713-CU-OE-CXC

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

To: All former hourly-paid, non-exempt employees who worked for Defendants in California from July 23, 2016 through May 10, 2021 ("Class Period"). If you fall within this definition, you are a "Class Member."

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

I. INTRODUCTION

A proposed class action settlement (the "Settlement") of the above-captioned action (the "Action") pending in the California Superior Court for the County of Orange (the "Court"), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

A final fairness hearing regarding the settlement will be held on to determine whether the Settlement should be granted final approval.

Records of Hightower Metal Products, Hightower Plating & Mfg. Co. and Anillo Industries, Inc., ("Hightower") show that you were employed by them as an hourly-paid non-exempt employee during the Class Period, as defined above, and therefore may be eligible to participate in this Settlement.

As a Class Member, you are entitled to money under the Settlement, and you will be sent checks, unless you "opt out" of participating in the settlement. The settlement affects your legal rights, and the purpose of this Notice is to: (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement. You are encouraged to carefully read this Notice and understand your rights.

Hightower will not retaliate against, or view in disfavor, any employee who participates in this Settlement. Hightower has agreed to pay the full amount of the Settlement even if some employees opt out of participating in the settlement. Accordingly, Hightower will not pay less if you opt out.

II. SUMMARY OF THE ACTION

In the Action, Mercedes De La Cruz ("Plaintiff") contends that: (1) non-exempt employees of Hightower were not paid all earned wages under California law, (2) non-exempt employees of Hightower were not paid overtime under California law; (3) non-exempt employees of Hightower were not furnished accurate and itemized wage statements; (4) non-exempt employees of Hightower were exposed to excessive indoor heat; (5) Hightower committed unfair business practices based on the foregoing; (6) Hightower violated California Labor Code §§ 2698-2699, the Private Attorneys General Act of 2004 ("PAGA").

Plaintiff sought to maintain a class action for claims on behalf of herself and all persons who are, or have been, employed by Hightower as an hourly-paid non-exempt employee in California beginning July 23, 2016

Hightower denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and contends that, during all relevant times, has paid its employees all wages and overtime wages earned, provided accurate wage statements, did not expose the Class Members to excessive indoor heat, and complied in all other respects with California and federal law.

The Court has not ruled on the merits of Plaintiff's claims, and has not expressed any opinion regarding whether Plaintiff's claims are correct.

The Parties to this Action have voluntarily agreed upon a tentative settlement of the claims asserted by Plaintiff. By agreeing to this Settlement, Hightower has not admitted to any wrongdoing and continues to dispute that any of Plaintiff's allegations have any merit or factual support. The Parties have agreed to this Settlement solely to avoid the legal expense of litigation. The Parties have stipulated to class certification solely for the purpose of effectuating this Settlement and, should the Settlement not be approved by the Court or effectuated, the stipulation for class certification for settlement purposes shall have no effect and be null and void.

The Court granted preliminary approval of the Settlement on _____. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative, and the law firms of Bradley Grombacher, LLP and Law Offices of Sahag Majarian LLP to serve as Class Counsel.

The Court also scheduled a Final Fairness Hearing on the Settlement at _____ on _____, in Department CX102, Orange County Superior Court, at which time the Court will decide whether to grant final approval of the Settlement.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. Hightower has agreed to pay Six Hundred and Thirty-Five Thousand U.S. Dollars (\$635,000.00) (the "Settlement Amount") to fully resolve the claims in the Action. This Settlement Amount includes settlement administration costs, attorneys' fees, litigation expenses,

a Class Representative service enhancement, and a payment to the California Labor and Workforce Development Agency as outlined below. The Court has tentatively approved certain payments to be made from the Settlement Amount as follows, which will be subject to final Court approval:

- Settlement administration. Payment to the Settlement Administrator, which is estimated to be approximately \$ _____, for the expense of notifying the Class Members of the Settlement and processing payments and opt-outs submitted by Class Members.
- Attorneys' Fees and Expenses. Payment to Plaintiff's Counsel of reasonable attorneys' fees not to exceed \$211,666.67 and actual out-of-pocket litigation costs (not to exceed \$25,000) as compensation for the work Plaintiff's Counsel performed in this Action, and will continue to perform through settlement finalization. Plaintiff's Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. A Service Payment not to exceed \$7,500 to Plaintiff Mercedes de La Cruz to compensate her for her services on behalf of the Class Members in initiating and prosecuting the Action. This payment is in addition to whatever payments Plaintiff otherwise is entitled to as a Class Member.
- Payment to the LWDA. A payment to the California Labor & Workforce Development Agency in the amount of \$22,500 (75% of \$30,000) to settle claims under the California Labor Code Private Attorneys General Act (PAGA).

What remains after the above deductions from the Settlement Amount is referred to as the Net Settlement Amount, 80% of the Net Settlement Amount shall be designated as recovery for the class claims (except for the failure to timely pay final wages under Labor Code section 203) Twenty percent of the NSA shall be designated as the Former Employee Settlement Fund as recovery for the failure to timely pay final wages under Labor Code section 203.

Calculation of Class Member Awards. The Net Settlement Amount shall be apportioned among each individual Class Member by dividing the total number of pay periods worked by all Class Members during the Class Period of July 23, 2016 through May 10, 2021] into the Class Settlement Fund to arrive at a value per pay period for each eligible Settlement Class Member. The value per pay period shall be multiplied by the number of pay periods for each Settlement Class Member during the Class Period.

Calculation of Former Employee Awards: The Former Employee Settlement Fund shall be divided by the number of Former Employees in order to determine the Former Employee Payment Ratio. Each Former Employee Sub- Class Member shall be entitled to receive the Former Employee Payment Amount.

Calculation of PAGA Awards: Under the Settlement Agreement \$30,000 has been allocated to settle claims under PAGA, with 75% or \$22,500 to be paid to the California Labor & Workforce Development Agency and the remaining \$7,500 to be distributed to the PAGA Members. The \$7,500 or PAGA Employee Share shall be divided by the total number of Compensable Weeks

during the period of July 23, 2019 through the end of the Class Period in order to establish the PAGA Payment Ratio. The PAGA Payment Ratio will then be multiplied by the number of Compensable Weeks attributable to each member of the PAGA Settlement Class in order to determine the correct amount to be paid to each PAGA Settlement Class Member out of the PAGA Employee Share.

Automatic Payments to Class Members. You are not required to submit a claim form in order to receive money pursuant to this Settlement. Presuming the Court grants final approval of the Settlement, you will thereafter receive your share of the settlement in the mail, unless you timely opt out. Based upon Hightower's records that reflect ___ weeks of employment as an hourly employee during the period July 23, 2016 through May 10, 2021, it is estimated that **Your Share of the Settlement will be the gross amount of \$ _____**. The sum of the checks that you receive will be less than the Estimated Payment because there will be withholding for payroll and employment taxes. You must cash your check within 180 after issuance. Uncashed settlement checks will be distributed to Bet Tzedek, the parties' agreed-upon cy pres beneficiary.

If you disagree with the information in the preceding paragraph regarding your Workweeks and employment status, you may produce evidence to the Settlement Administrator supporting your disagreement. Settlement Administrator shall evaluate the evidence submitted and make a decision as to which data should be applied. However, the trial court shall have the right to review and reverse any decision made by the Settlement Administrator regarding a dispute. Any evidence supporting any disagreement with the information regarding your Workweeks and employment status should be submitted by you to the Settlement Administrator no later than 60 calendar days after this Notice was mailed to you by the Settlement Administrator. Settlement Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) days from the original Response Deadline. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether the dispute was timely submitted.

Tax Matters. The individual payments to each Class Member shall be drawn from the Gross Settlement Fund, with 75% of the individual pro-rata payment allocated to 1099 income and will be characterized as penalties and interest and the remaining 25% allocated to W-2 income and subject to withholding. In accordance with law, the Settlement Administrator will make required tax withholdings from each individual Settlement Payment on the portion designated as wages and will remit the withholding to the appropriate taxing authorities. The Former Employee Payment Amount shall be treated as 100% penalties for which each Former Employee Sub- Class Member shall be issued an IRS form 1099. The PAGA Employee Share shall be treated as 100% penalties for which each PAGA Employee shall be issued an IRS form 1099. The Settlement Administrator shall issue any necessary Form W-2 and 1099 statements to Settlement Class Members for their respective individual Settlement Payments. Class Members who receive any settlement payment should consult their tax advisors concerning the tax consequences of the settlement payments they receive pursuant to the proposed Settlement.

Settlement Class Members shall be solely responsible for paying all other applicable taxes on their respective individual Settlement Payments and shall hold free and harmless Hightower and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of individual Settlement Payments.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order finally approving the Settlement.

IV. RECEIVING MONEY FROM THE SETTLEMENT

As explained above, Class Members do not need to do anything to claim money from the Settlement. Rather, they will receive their money unless they affirmatively opt-out of the Settlement.

Class Members who do not opt-out will receive money for the claims asserted on your behalf in this lawsuit. If you do not opt out, you still will be bound by the terms of the Release set forth in Section VII of this Notice. The only way not to be bound by the Settlement is to opt out.

V. RIGHT TO OPT OUT

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement by "opting out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** If you opt out of the Settlement, you will no longer be a Class Member, you will be barred from participating in this Settlement, and you will receive no benefit from this Settlement. By opting out of the Settlement, you will retain whatever rights or claims you may have, if any, against Hightower, and you will be free to attempt to pursue them on an individual basis at your own cost, if you choose to do so. Employees who opt out will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, **except that Settlement Class Members who are in the PAGA Settlement Class will still receive his or her PAGA Employee Share and will release the PAGA Claims.** If you timely submit an opt-out and an objection, the opt out will take precedence and the objection will be deemed waived.

If you wish to opt-out of participating in this Settlement, you must send a written request to the Settlement Administrator which must: (1) contain your name, address, telephone number, and last four digits your Social Security Number; (2) be **signed** by you; (3) be addressed to the Settlement Administrator at the address indicated below; and (4) must state clearly state your intention not to participate in the settlement. The opt out request must be **postmarked** no later than _____ Settlement Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) days from the original Response Deadline. The date of the postmark on the return mailing envelope on the request to opt-out shall be the exclusive means used to determine whether the opt-out was timely submitted. An Opt out request form is attached to this notice.

The name and address of the Settlement Administrator is: CPT GROUP, INC. _____

VI. RIGHT TO OBJECT

If you are a Class Member who has **not** opted out and believe that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections to the terms of the Settlement must be in writing, state the basis for any objection, and must be sent to the Settlement Administrator on or before _____, 2021. Settlement Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended

fourteen (14) days from the original Response Deadline. The date of the postmark on the return mailing envelope on the objection shall be the exclusive means used to determine whether the objection was timely submitted. An objection form is attached to this notice.

<u>Plaintiff's Counsel:</u> BRADLEY/ GROMBACHER, LLP Marcus J. Bradley, Esq. Kiley L. Grombacher, Esq. 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361 Telephone: (805) 212-5124 E-Mail: mbradley@bradleygrombacher.com kgrombacher@bradleygrombacher.com	<u>Counsel for Hightower:</u> ANNIGIAN RYAN, LLP Jason Annigian 114 N. Indian Hill Boulevard, Suite E Claremont, California 91711 Telephone: (909) 981-0475 E-Mail: jason@arllp.com
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All written objections must be signed by the Settlement Class Member or counsel and should state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. You have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have your objection heard by the Court, but you are not required to do so. If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

VII. RELEASES

Class Members who do not opt out, will be bound by the following release against Released Parties.

Released Parties means: means Defendants including their former and present parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, partners, agents, representatives, attorneys, insureds, successors, and assigns, and any individual or entity that could be jointly liable for any of the Released Claims

As of the Effective Date, in exchange for the Gross Settlement Fund, Plaintiff and the Settlement Class Members release Released Parties from all disputes, claims, and/or causes of action pleaded or which could have been pleaded in or arising from the facts pleaded and allegations of wrongdoing in the Action for the Class Period, including the following alleged violations of California Labor Code: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to timely pay wages each pay period; (d) failure to timely pay final wages under Labor

Code section 203; (e) failure to provide accurate wage statements under Labor Code section 226 (included, but not limited to, actual damages); (f) failure to pay meal period penalties under Labor Code section 226.7; (g) failure to pay rest period penalties under Labor Code section 226.7; (h) penalties pursuant to the California Private Attorney General Act of 2004 ("PAGA"); (i) failure to adopt standards that minimize excessive indoor heat; (j) damages, penalties, interest and other amounts recoverable under said causes of action under California law and/or Federal law, including but not limited to the California Labor Code and California Unfair Competition Law; (k) unfair competition; and (l) interest, attorney's fees, and costs concerning any of the above. The claims include statutory, constitutional, contractual and common law claims for wages, damages, unpaid costs, liquidated damages, punitive damages stemming from the claims in the Action, or penalties of any nature, interest, attorney's fees, litigation costs, restitution, and equitable relief, late payments of wages, claims for penalties, off-the-clock claims, meal and rest break claims, rounding, overtime and double time based on the claims, facts and theories alleged in the operative Second Amended Complaint.

VIII. HEARING ON THE SETTLEMENT

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on _____ in Department CX102, Orange County Superior Court, 751 W. Civic Center Drive, Santa Ana, 92701. The Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

IX. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Class Action Settlement Agreement, and other papers filed in the Action, which will be posted on the following website maintained by the Settlement Administrator: _____. These papers may be inspected at the Office of the Clerk for the Orange County Superior Court, 700 W. Civic Center Drive, Santa Ana, 92701, during regular business weeks of each court day. You may also contact the Court-appointed Settlement Administrator by calling toll free 1-_____ to obtain more information.

You may also visit the Court's public access to case information via the following URL: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do>

In order to search for the Court's public information regarding the case, you will need to complete data fields entitled "Case Number" with 01150713 and "Year Filed" with 2020.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

EXHIBIT C

**CORTE SUPERIOR DE CALIFORNIA
CONDADO DE ORANGE**

MERCEDES DE LA CRUZ, individualmente
y en nombre de los demás individuos situados
similarmenete,

Demandante,

v.

HIGHTOWER METAL PRODUCTS, una
Corporación de California; ANILLO
INDUSTRIES, INC., una Corporación de
California; y OTROS 1 al 100, inclusivos

Demandados.

Caso No.: 30-2020-01150713-CU-OE-CXC

**AVISO DEL ACUERDO PROPUESTO DE
LS DEMANDA COLECTIVA**

- A: Todos los empleados anteriores pagados por hora y no exentos que trabajaron para los Demandados en California desde el 23 de julio del 2016 hasta el 10 de mayo del 2021 (“Período de la Clase”). Si esta definición lo describe, usted es un “Miembro de la Clase.”

**POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE
PUEDE AFECTAR SUS DERECHOS LEGALES
USTED PUEDE TENER DERECHO A DINERO DE ESTE ACUERDO**

I. INTRODUCCIÓN

Un acuerdo propuesto de demanda colectiva (el “Acuerdo”) de la demanda mencionada anteriormente (la “Demanda”) pendiente en la Corte Superior de California para el Condado de Orange (la “Corte”), ha sido alcanzado por las partes y ha sido concedido la aprobación preliminar por la Corte que está supervisando la Demanda.

Una audiencia de equidad final con respecto al acuerdo se llevará a cabo el para determinar si el Acuerdo debe ser concedido la aprobación final

Los registros de Hightower Metal Products, Hightower Plating & Mfg. Co. y Anillo Industries, Inc., (“Hightower”) muestr.an que usted fue empleado por ellos como un empleado pagado por hora y no exento durante el Período de la Clase, como se define anteriormente, y por lo tanto usted puede ser elegible a participar en este Acuerdo.

Como un Miembro de la Clase, usted tiene derecho a dinero según el Acuerdo, y se le enviarán cheques, a menos de que “opte por no participar” en el acuerdo. El acuerdo afecta sus derechos legales, y el propósito de este Aviso es para: (1) describir la Demanda, (2) informarle de los términos del Acuerdo, e (3) informarle de sus derechos y opciones en relación con el Acuerdo. Se recomienda que lea cuidadosamente este Aviso y entender sus derechos.

Hightower no tomará represalias ni discriminará a ningún empleado que participe en este Acuerdo. Hightower ha acordado pagar la cantidad total del Acuerdo aún si algunos empleados optan por no participar en el acuerdo. En consecuencia, Hightower no pagará menos si usted opta por no participar.

II. RESUMEN DE LA DEMANDA

En la Demanda, Mercedes De La Cruz (“Demandante”) sostiene que: (1) los empleados no exentos de Hightower no fueron pagados todos los salarios ganados bajo la ley de California, (2) los empleados no exentos de Hightower no fueron pagados las horas extras bajo la ley de California; (3) los empleados no exentos de Hightower no fueron proporcionados las declaraciones salariales precisas y detalladas; (4) los empleados no exentos de Hightower estaban expuestos a un calor excesivo en el interior; (5) Hightower cometió las prácticas de negocio desleales basado en lo anterior; (6) Hightower violó las §§ 2698-2699, la Ley General de Abogados Privados del 2004 (“PAGA,” por sus siglas en inglés).

La Demandante solicitó mantener una demanda colectiva por los reclamos en nombre de sí misma y de todas las personas que están, o han sido, empleadas por Hightower como un empleado pagado por hora y no exento en California empezando el 23 de julio del 2016.

Hightower niega cualquier responsabilidad o mala conducta de cualquier tipo en relación con los reclamos de la Demandante, y sostiene que, durante todos los tiempos relevantes, ha pagado a sus empleados todos los salarios y los salarios de las horas extras ganados, proporcionó declaraciones salariales precisas, no expuso a los Miembros de la Clase a un calor excesivo en el interior, y cumplió en todos los demás aspectos con la ley de California y la ley federal.

La Corte no ha decidido sobre los fundamentos de los reclamos de la Demandante, y no ha expresado alguna opinión con respecto a si los reclamos de la Demandante son correctos.

Las Partes de esta Demanda han acordado voluntariamente un acuerdo tentativo de los reclamos afirmados por la Demandante. Al aceptar este Acuerdo, Hightower no ha admitido a ninguna mala conducta y sigue negando que cualquiera de las alegaciones de la Demandante tenga algún mérito o apoyo fáctico. Las Partes han acordado este Acuerdo solamente para evitar los gastos legales del litigio. Las Partes han estipulado la certificación de la clase solamente para el propósito de efectuar este Acuerdo y, si el Acuerdo no es aprobado por la Corte o efectuado, la estipulación para la certificación de la clase para propósitos del acuerdo no tendrá ningún efecto y será nula y sin efecto.

La Corte concedió la aprobación preliminar del Acuerdo el _____. En ese momento, la Corte también aprobó preliminarmente a la Demandante para servir como la Representante de la Clase, y los despachos de abogados de Bradley Grombacher, LLP y Law Offices of Sahag Majarian LLP para servir como los Abogados de la Clase.

La Corte también programó una Audiencia de Equidad Final sobre el Acuerdo en _____ el _____, en el Departamento CX102, la Corte Superior del Condado de Orange, en cual momento la Corte decidirá si concede la aprobación final del Acuerdo.

III. RESUMEN DE LOS TÉRMINOS DEL ACUERDO

Cantidad del Acuerdo. Hightower ha acordado pagar Seiscientos Treinta y Cinco Mil Dólares Estadounidenses (\$635,000.00) (la "Cantidad del Acuerdo") para resolver completamente los reclamos en la Demanda. Esta Cantidad del Acuerdo incluye los costos de la administración del acuerdo, los honorarios de los abogados, los gastos del litigio, un pago de mejora del servicio de la Representante de la Clase y un pago a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California, como se indica a continuación. La Corte ha aprobado tentativamente ciertos pagos que se harán de la Cantidad del Acuerdo como sigue, los cuales estarán sujetos a la aprobación final de la Corte:

- Administración del Acuerdo. El pago al Administrador del Acuerdo, que se estima ser aproximadamente \$ _____, para el gasto de notificar los Miembros de la Clase del Acuerdo y procesar los pagos y solicitudes de exclusión presentadas por los Miembros de la Clase.
- Honorarios y Gastos de los Abogados. El Pago a los Abogados de la Demandante de los honorarios de abogados razonables no excedan de \$211,666.67 y los costos de litigio fuera de su bolsillo reales (que no excedan de \$25,000) como una compensación para el trabajo que los Abogados de la Demandante realizaron en esta Demanda, y seguirán realizando hasta que se finalice el acuerdo. Los Abogados de la Demandante han estado procesando la Demanda en nombre de la Demandante y de la Clase sobre la base de honorarios contingentes (es decir, sin recibir ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.
- El Pago de Servicio de la Representante de la Clase. Un Pago de Servicio que no exceda de \$7,500 a la Demandante Mercedes de La Cruz para compensarla por sus servicios en nombre de los Miembros de la Clase en iniciar y procesar la Demanda. Este pago es además de los pagos a los que la Demandante de otra manera tiene derecho a recibir como un Miembro de la Clase.
- Pago a la LWDA. Un pago a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California en la cantidad de \$22,500 (el 75% de \$30,000) para resolver los reclamos bajo la Ley General de Abogados Privados del Código Laboral de California (PAGA).

Lo que queda después de las deducciones anteriores de la Cantidad del Acuerdo se conoce como la Cantidad Neta del Acuerdo, El 80% del Monto Neto del Acuerdo se designará como recuperación para las reclamaciones colectivas (excepto por el incumplimiento de pago oportuno de los salarios finales según la sección 203 del Código Laboral). El veinte por ciento de la NSA se designará como Fondo del Acuerdo para Ex Empleados falta de pago puntual de los salarios finales según la sección 203 del Código Laboral.

Cálculo de las Adjudicaciones del Miembro de la Clase. La Cantidad Neta del Acuerdo se repartirá entre cada Miembro de la Clase individual al dividir el número total de períodos de pago trabajados por todos los Miembros de la Clase durante el Período de la Clase del 23 de julio del 2016 hasta el 10 de mayo del 2021 entre el Fondo del Acuerdo de la Clase para obtener un valor por período de pago para cada Miembro de la Clase del Acuerdo elegible. El valor por período de pago se

multiplicará por el número de semanas de trabajo de cada Miembro de la Clase del Acuerdo durante el Período de la Clase.

Cálculo de las Adjudicaciones de los Empleados Anteriores: El Fondo del Acuerdo de los Empleados Anteriores se dividirá por el número de Empleados Anteriores para determinar la Proporción de Pago de los Empleados Anteriores. Cada Miembro del Subgrupo de Empleados Anteriores tendrá derecho a recibir la Cantidad del Pago de los Empleados Anteriores.

Cálculo de las Adjudicaciones de PAGA: Según la Resolución del Acuerdo, se han asignado \$30,000 para resolver los reclamos según PAGA, con un 75% o \$22,500 que se pagarán a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California y los \$7,500 que restan se distribuirán a los Miembros de PAGA. Los \$7,500 o la Parte del Empleado de PAGA se dividirán por el número total de Semanas Compensables durante el período del 23 de julio del 2019 hasta el final del Período de la Clase para establecer la Proporción de Pago de PAGA. La Proporción de Pago PAGA se multiplicará entonces por el número de Semanas Compensables atribuibles a cada miembro de la Clase del Acuerdo de PAGA para determinar la cantidad correcta que se pagará a cada Miembro de la Clase del Acuerdo de PAGA de la Parte del Empleado de PAGA.

Pagos Automáticos a los Miembros de la Clase. No está obligado a presentar una forma de reclamo para recibir dinero de conformidad con este Acuerdo. Suponiendo que la Corte conceda la aprobación final del Acuerdo, usted recibirá a partir de entonces su parte del acuerdo por correo, a menos que opte oportunamente por no participar. Sobre la base de los registros de Hightower que reflejan [] semanas de empleo como un empleado pagado por hora durante el período del 23 de julio del 2016 hasta el 10 de mayo del 2021, se estima que **Su Parte del Acuerdo será la cantidad bruta de \$ []**. La suma de los cheques que recibirá será menor que el Pago Estimado porque habrá retenciones por impuestos sobre la nómina y del empleo. Usted debe cobrar su cheque dentro de los 180 días después de su emisión. Los cheques del acuerdo no cobrados se distribuirán a Bet Tzedek, el beneficiario de cy pres acordado por las partes.

Si no está de acuerdo con la información contenida en el párrafo anterior en relación con sus Semanas de Trabajo y su situación laboral, usted puede presentar pruebas al Administrador del Acuerdo que apoyen su desacuerdo. El Administrador del Acuerdo evaluará las pruebas presentadas y tomará una decisión sobre los datos que deben aplicarse. No obstante, la corte de primera instancia tendrá el derecho de revisar y revocar cualquier decisión tomada por el Administrador del Acuerdo en relación con una disputa. Todas las pruebas que apoyen cualquier desacuerdo con la información relativa a sus Semanas de Trabajo y su situación laboral deben ser presentadas por usted al Administrador del Acuerdo a no más tardar 60 días naturales después de que el Administrador del Acuerdo le haya enviado este Aviso por correo. A los Miembros de la Clase del Acuerdo que recibieron un Paquete de Aviso reenviado se les extenderá la Fecha Límite de Respuesta catorce (14) días a partir de la Fecha Límite de Respuesta original. La fecha del matasellos del sobre de envío será la única manera utilizada para determinar si la disputa fue presentada a tiempo.

Asuntos Fiscales. Los pagos individuales a cada Miembro de la Clase se extraerán del Fondo Bruto del Acuerdo, con el 75% del pago prorrateado individual asignado a los ingresos 1099 y se caracterizarán como multas e intereses y el 25% restante asignado a los ingresos W-2 y sujeto a las retenciones. De acuerdo con la ley, el Administrador del Acuerdo realizará las retenciones

fiscales necesarias de cada Pago Individual del Acuerdo sobre la parte designada como salarios y remitirá las retenciones a las autoridades fiscales correspondientes. La Cantidad del Pago de los Empleados Anteriores será tratada como el 100% de las sanciones, por lo que a cada Miembro del Subgrupo de Empleados Anteriores se le emitirá una forma 1099 del IRS. La Cantidad de Pago del Empleado de PAGA se tratará como el 100% de las sanciones, por lo que cada Empleado de PAGA se le emitirá una forma 1099 del IRS. El Administrador del Acuerdo emitirá las Formas W-2 y 1099 necesarias a los Miembros de la Clase del Acuerdo para sus respectivos Pagos Individuales del Acuerdo. Los Miembros de la Clase que reciban cualquier pago del acuerdo deben consultar a sus asesores fiscales sobre las consecuencias fiscales de los pagos del acuerdo que reciben de conformidad con el Acuerdo propuesto.

Los Miembros de la Clase del Acuerdo serán los únicos responsables de pagar todos los demás impuestos aplicables sobre sus respectivos Pagos Individuales del Acuerdo y mantendrán libres y exentos a Hightower y a las Partes Liberadas de cualquier reclamo o responsabilidad de los impuestos, sanciones o intereses que surjan como resultado de los Pagos Individuales del Acuerdo.

Condiciones del Acuerdo. Este Acuerdo está condicionado a que la Corte emita una orden aprobando finalmente el Acuerdo.

IV. RECIBIR DINERO DEL ACUERDO

Como se explicó anteriormente, los Miembros de la Clase no necesitan hacer nada para reclamar el dinero del Acuerdo. Al contrario, ellos recibirán su dinero a menos que opten afirmativamente por no participar en el Acuerdo.

Los Miembros de la Clase que no opten por no participar recibirán dinero por los reclamos afirmados en su nombre en esta demanda. Si no opta por no participar, seguirá estando obligado por los términos de la Liberación establecidos en la Sección VII de este Aviso. La única manera de no estar obligado por el Acuerdo es optar por no participar.

V. DERECHO A OPTAR POR NO PARTICIPAR

Si no desea participar en el Acuerdo, usted puede excluirse del Acuerdo al “optar por no participar”. **Si opta por excluirse, usted no recibirá ningún dinero del Acuerdo, y no estará obligado por sus términos.** Si opta por no participar en el Acuerdo, ya no será un Miembro de la Clase, no podrá participar en este Acuerdo y no recibirá ningún beneficio de este Acuerdo. Al optar por no participar en el Acuerdo, retendrá los derechos o reclamos que pueda tener, si es que los tiene, en contra de Hightower, y tendrá la libertad de intentar perseguirlos en forma individual por su propia cuenta, si decide hacerlo. Los empleados que opten por no participar no tendrán derecho a ninguna recuperación según el Acuerdo y no estarán obligados por los términos del Acuerdo ni tendrán ningún derecho a objetar, apelar o hacer comentarios al respecto, **excepto que los Miembros de la Clase del Acuerdo que están en la Clase del Acuerdo de PAGA aún recibirán su Parte del Empleado de PAGA y liberarán los Reclamos de PAGA.** Si usted presenta oportunamente una solicitud de exclusión y una objeción, la exclusión tendrá prioridad y la objeción se considerará renunciada.

Si desea optar por no participar en este Acuerdo, usted debe enviar una solicitud por escrito al Administrador del Acuerdo que debe (1) contener su nombre, dirección, número de teléfono y los

cuatro últimos dígitos de su número del Seguro Social; (2) estar **firmada** por usted; (3) estar dirigida al Administrador del Acuerdo a la dirección que se indica a continuación; y (4) debe indicar claramente su intención de no participar en el acuerdo. La solicitud de exclusión debe ser **matasellada** a más tardar el _____. A los Miembros de la Clase del Acuerdo que recibieron un Paquete de Aviso reenviado se les extenderá la Fecha Límite de Respuesta catorce (14) días a partir de la Fecha Límite de Respuesta original. La fecha del matasellos del sobre de devolución de la solicitud de exclusión será la única manera utilizada para determinar si la exclusión fue presentada a tiempo. Se Adjunta a este aviso una forma de solicitud de Exclusión.

El nombre y dirección del Administrador del Acuerdo es: CPT GROUP, INC. _____

VI. DERECHO A OBJETAR

Si usted es un Miembro de la Clase que **no** ha optado por no participar y cree que el Acuerdo no debe ser aprobado finalmente por la Corte por cualquier razón, usted puede objetar el Acuerdo propuesto. Las objeciones a los términos del Acuerdo deben hacerse por escrito, indicando el motivo de cualquier objeción, y deben enviarse al Administrador del Acuerdo en o antes del _____ del 2021. A los Miembros de la Clase del Acuerdo que recibieron un Paquete de Aviso reenviado se les extenderá el Fecha Límite de Respuesta catorce (14) días a partir de la Fecha Límite de Respuesta original. La fecha del matasellos del sobre de devolución de la objeción será la única manera utilizada para determinar si la objeción fue presentada a tiempo. Se adjunta a este aviso una forma de objeción.

<p><u>Abogados de la Demandante:</u></p> <p>BRADLEY/ GROMBACHER, LLP</p> <p>Marcus J. Bradley, Lic. Kiley L. Grombacher, Lic. 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361</p> <p>Teléfono: (805) 212-5124</p> <p>E-Mail: mbradley@bradleygrombacher.com kgrombacher@bradleygrombacher.com</p>	<p><u>Abogados de Hightower:</u></p> <p>ANNIGIAN RYAN, LLP</p> <p>Jason Annigian 114 N. Indian Hill Boulevard, Suite E Claremont, California 91711</p> <p>Teléfono: (909) 981-0475</p> <p>E-Mail: jason@arllp.com</p>
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Todas las objeciones escritas deben estar firmadas por el Miembro de la Clase del Acuerdo o por su abogado y deben indicar (1) el nombre completo del Miembro de la Clase del Acuerdo; (2) los últimos cuatro dígitos del número de Seguro Social del Miembro de la Clase del Acuerdo; (3) el motivo de la objeción; y (4) si el Miembro de la Clase del Acuerdo tiene la intención de comparecer en la Audiencia de Aprobación Final/Equidad del Acuerdo. Usted tiene derecho a comparecer en la Audiencia de Aprobación Final y Equidad del Acuerdo para que la Corte escuche su objeción,

pero no está obligado a hacerlo. Si objeto al Acuerdo, seguirá siendo un Miembro de la Clase, y si la Corte aprueba el Acuerdo, estará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase que no se oponen.

VII. LIBERACIONES

Los Miembros de la Clase que no opten por no participar, estarán obligados por la siguiente liberación en contra de las Partes Liberadas.

Las Partes Liberadas significan: los Demandados, incluyendo sus anteriores y actuales empresas matrices, subsidiarias, divisiones, conceptos, empresas relacionadas o afiliadas, accionistas, funcionarios, directores, empleados, socios, agentes, representantes, abogados, asegurados, sucesores y cesionarios, y cualquier individuo o entidad que podría ser conjuntamente responsable de cualquiera de los Reclamos Liberados.

A partir de la Fecha Efectiva, a cambio del Fondo Bruto del Acuerdo, la Demanda y los Miembros de la Clase del Acuerdo liberan a las Partes Liberadas de todas las disputas, reclamos y/o causas de acción alegadas o que podrían haber sido alegadas en o surgiendo de los hechos alegados y las alegaciones de la mala conducta en la Demanda para el Período de la Clase, incluyendo las siguientes supuestas violaciones del Código Laboral de California: (a) no pagar los salarios mínimos; (b) no pagar los salarios de las horas extras; (c) no pagar oportunamente los salarios de cada período de pago; (d) no pagar oportunamente los salarios según la sección 203 del Código Laboral; (e) no proporcionar las declaraciones salariales precisas según la sección 226 del Código Laboral (incluyendo, pero no limitado a, los daños reales); (f) no pagar las sanciones de los períodos de comida según la sección 226.7 del Código Laboral; (g) no pagar las sanciones de los períodos de descanso según la sección 226.7 del Código Laboral; (h) sanciones de conformidad a la Ley General de Abogados Privados del 2004 de California ("PAGA"); (i) no adoptar normas que minimicen el calor excesivo en el interior; (j) daños, sanciones, interés y otras cantidades recuperables bajo dichas causas de acción según la Ley de California y/o la Ley Federal, incluyendo pero no limitado al Código Laboral de California y la Ley de Competencia Desleal de California; (k) competencia desleal; y (l) interés, honorarios de abogados, y costos con respecto a cualquiera de lo anterior. Los reclamos incluyen reclamos legales, constitucionales, contractuales y de derecho común por salarios, daños y perjuicios, costos no pagados, daños liquidados, daños punitivos derivados de los reclamos en la Demanda, o las sanciones de cualquier naturaleza, intereses, honorarios de abogados, costos de litigio, restitución, y compensación equitativa, pagos atrasados de salarios, los reclamos de las sanciones, los reclamos de las horas fuera del horario de trabajo, los reclamos de los períodos de comida y de descanso, el redondeo, las horas extras y el tiempo doble basado en los reclamos, los hechos y las teorías alegadas en la Segunda Demanda Enmendada operativa.

VIII. AUDIENCIA SOBRE EL ACUERDO

La Audiencia de Aprobación Final sobre la adecuación, razonabilidad y equidad del Acuerdo se llevará a cabo el _____ en el Departamento CX102, la Corte Superior del Condado de Orange, 751 W. Civic Center Drive, Santa Ana, 92701. La Audiencia puede ser continuada sin previo aviso. **Usted no es requerido asistir la Audiencia de Aprobación Final, aunque cualquier Miembro de la Clase es bienvenido asistir a la audiencia.**

IX. INFORMACIÓN ADICIONAL

Este Aviso es solo un resumen de la Demanda y del Acuerdo. Los Miembros de la Clase deben comunicarse con el Administrador del Acuerdo con cualquier inquietud o pregunta con respecto al Acuerdo. Usted también puede consultar con los alegatos, la Resolución del Acuerdo de la Demanda Colectiva, y otros documentos presentados en la Demanda, que se publicarán en el siguiente sitio web mantenido por el Administrador del Acuerdo: _____ . Estos documentos pueden ser inspeccionados en la Oficina del Secretario para la Corte Superior del Condado de Orange, 700 W. Civic Center Drive, Santa Ana, 92701, durante las horas regulares de trabajo de cada día de la corte. Usted también puede contactar al Administrador del Acuerdo asignado por la Corte al llamar gratuitamente al 1-_____ para obtener más información.

Usted también puede visitar el acceso público de la Corte a la información de los casos a través de la siguiente URL: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do>

Para buscar la información pública de la Corte en relación con el caso, deberá completar los campos de datos titulados "Número de Caso" con 01150713 y "Año de Presentación" con 2020.

POR FAVOR NO CONTACTE AL SECRETARIO DE LA CORTE O AL JUEZ CON PREGUNTAS.

EXHIBIT D

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MERCEDES DE LA CRUZ, individually and on behalf of
other individuals similarly situated,

Plaintiff,

v.

HIGHTOWER METAL PRODUCTS, a California
corporation; ANILLO INDUSTRIES, INC., a California
corporation; and DOES 1 through 100, inclusive

Defendants.

Case No. 30-2020-01150713-CU-OE-CXC

OBJECTION FORM

**DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO OBJECT TO THE CLASS
ACTION SETTLEMENT.**

If you want to participate in the settlement, but you object to some or all of its terms, you **may complete this form, sign it, and mail it to the Settlement Administrator postmarked no later than [insert date 60 days from notice], at the following address:**

Hightower Metal Products Class Action Settlement
c/o CPT Group, Inc.
[Insert Address]

The Court will consider your objection at the Final Approval Hearing. You have right to appear at the Final Approval/Settlement Fairness Hearing in order to have your objections heard by the Court, but you are not required to appear. The Choice is yours. If you want to object, please provide the following information:

I. BASIS FOR YOUR OBJECTION

I object to the settlement on the following legal and/or factual grounds (if you need more room, you may attach pages):

II. YOUR IDENTIFICATION INFORMATION

Name: _____ Telephone Number: _____

Address: _____ City, State ZIP Code: _____

Employee ID or last four digits of Social Security Number: _____

III. SIGNATURE

Dated: _____

Signature

EXHIBIT E

**CORTE SUPERIOR PARA EL ESTADO DE CALIFORNIA
PARA EL CONDADO DE ORANGE**

MERCEDES DE LA CRUZ, individualmente y en nombre
de los demás individuos situados similarmente,

Demandante,

v.

HIGHTOWER METAL PRODUCTS, una Corporación de
California; ANILLO INDUSTRIES, INC., una Corporación
de California; y OTROS 1 al 100, inclusivos

Demandados.

Caso No. 30-2020-01150713-CU-OE-CXC

FORMA DE OBJECCIÓN

**NO FIRME O ENVÍE ESTE DOCUMENTO A MENOS DE QUE DESEE OBJETAR AL ACUERDO DE
LA DEMANDA COLECTIVA.**

Si usted desea participar en el acuerdo, pero usted objeta a algunos o todos de sus términos, usted puede llenar por completo esta forma, firmarla, y enviarla por correo al Administrador del Acuerdo matasellada a no más tardar el **[insert date 60 days from notice]**, en la siguiente dirección:

Hightower Metal Products Class Action Settlement
c/o CPT Group, Inc.
[Insert Address]

La Corte considerará su objeción en la Audiencia de Aprobación Final. Usted tiene derecho a comparecer en la Audiencia de Aprobación Final/Equidad del Acuerdo para tener sus objeciones escuchadas por la Corte, pero no es obligado hacerlo. La elección es suya. Si usted desea objetar, por favor proporcione la siguiente información:

I. MOTIVO PARA SU OBJECCIÓN

Yo objeto al acuerdo sobre la base de los siguientes motivos legales y/o fácticos (si necesita más espacio, puede adjuntar páginas):

II. SU INFORMACIÓN DE IDENTIFICACIÓN

Nombre: _____ Número de Teléfono: _____

Dirección: _____ Ciudad, Estado y Código Postal _____

Identificación del Empleado o los últimos cuatro dígitos del Número de Seguro Social: _____

III. FIRMA

Fecha: _____

Firma

EXHIBIT F

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MERCEDES DE LA CRUZ, individually and on behalf of
other individuals similarly situated,

Plaintiff,

v.

HIGHTOWER METAL PRODUCTS, a California
corporation; ANILLO INDUSTRIES, INC., a California
corporation; and DOES 1 through 100, inclusive

Defendants.

Case No. 30-2020-01150713-CU-OE-CXC

REQUEST FOR EXCLUSION FORM

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT except that Settlement Class Members who are in the PAGA Settlement Class will still receive his or her PAGA Employee Share and will release the PAGA Claims.

If you wish to exclude yourself from the settlement, this document **must be completed, signed, and submitted to the Settlement Administrator**, postmarked no later than **[insert date 60 days from notice]**. It must be sent via U.S. mail to:

Hightower Metal Products Class Action Settlement
c/o CPT Group, Inc.
[Insert Address]

BY SIGNING BELOW, I CONFIRM THAT I UNDERSTAND THAT I AM REQUESTING TO BE EXCLUDED FROM THE CLASS MONETARY SETTLEMENT AND THAT I WILL RECEIVE NO MONEY FROM THE CLASS SETTLEMENT AMOUNT. I UNDERSTAND THAT IF I AM EXCLUDED FROM THE SETTLEMENT CLASS, I MAY BRING A SEPARATE ACTION, BUT I MIGHT LOSE MY SEPARATE ACTION OR WIN AND RECOVER NOTHING OR LESS THAN WHAT I WOULD HAVE RECOVERED UNDER THE CLASS MONETARY PROVISIONS IN THIS CASE.

Dated: _____

(Signature)

(Employee ID or Last Four Digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

QUESTIONS? CALL [NUMBER] OR VISIT [WEBSITE]

EXHIBIT G

**CORTE SUPERIOR PARA EL ESTADO DE CALIFORNIA
PARA EL CONDADO DE ORANGE**

MERCEDES DE LA CRUZ, individualmente y en nombre
de los demás individuos situados similarmente,

Demandante,

v.

HIGHTOWER METAL PRODUCTS, una Corporación de
California; ANILLO INDUSTRIES, INC., una Corporación
de California; y OTROS 1 al 100, inclusivos

Demandados.

Caso No. 30-2020-01150713-CU-OE-CXC

FORMA DE SOLICITUD DE EXCLUSIÓN

NO FIRME O ENVÍE ESTE DOCUMENTO A MENOS DE QUE DESEE EXCLUIRSE DEL ACUERDO DE DEMANDA COLECTIVA. SI USTED SE EXCLUYE, USTED NO RECIBIRÁ NINGÚN PAGO DEL ACUERDO excepto los Miembros de la Clase del Acuerdo que están en la Clase del Acuerdo de PAGA aún recibirán su Parte del Empleado de PAGA y liberará los reclamos de PAGA.

Si usted desea excluirse del acuerdo, este documento **debe ser llenado por completo, firmado y presentado al Administrador del Acuerdo**, matasellado a no más tardar el **[insert date 60 days from notice]**. Debe ser enviado por el correo de los EE.UU. a:

Hightower Metal Products Class Action Settlement
c/o CPT Group, Inc.
[Insert Address]

AL FIRMAR A CONTINUACIÓN, YO CONFIRMO QUE ENTIENDO QUE ESTOY SOLICITANDO SER EXCLUIDO DEL ACUERDO MONETARIO DE LA CLASE Y QUE NO RECIBIRÉ DINERO DE LA CANTIDAD DEL ACUERDO DE LA CLASE. ENTIENDO QUE SI ESTOY EXCLUIDO DE LA CLASE DEL ACUERDO, PUEDO PRESENTAR UNA DEMANDA POR SEPARADO, PERO PODRÍA PERDER MI DEMANDA POR SEPARADO O GANAR Y NO RECUPERAR NADA O MENOS DE LO QUE HABRÍA RECUPERADO BAJO LAS DISPOSICIONES MONETARIAS DE LA CLASE EN ESTE CASO.

Fecha: _____

(Firma)

(Identificación del Empleado o Los Últimos
Cuatro Dígitos del Número de Seguro Social)

(Escribir o imprimir nombre y nombre(s) anterior(es))

(Número de Teléfono)

(Dirección)

¿PREGUNTAS? LLAME AL [NUMBER] O VISITE [WEBSITE]