

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**SUPERIOR COURT OF THE STATE OF CALIFORNIA**
ORANGE COUNTY*Marilyn Gonzales v. Quality Aluminum Forge, LLC, et al., Case No. 30-2016-00887399-CU-OE-CXC*

If you were employed by Quality Aluminum Forge, LLC in California as an hourly production employee at any time from August 22, 2017 through July 13, 2020, a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- An employee has sued Quality Aluminum Forge and its parent company, SIFCO Industries, Inc. (referred to jointly in this Notice as “QAF”).
- The Court has preliminarily approved a class action settlement with QAF on behalf of all current and former hourly production employees of QAF in the State of California at any time from August 22, 2017 through July 13, 2020.
- The Court has not decided whether QAF did anything wrong. There is money available now pursuant to a settlement between Plaintiff Marilyn Gonzales (“Plaintiff”) and QAF as detailed below. The settlement affects your legal rights, so you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. (See Question 11 below.)
OBJECT TO THE SETTLEMENT	If you want to object to the settlement, you may write to the Settlement Administrator and explain why you think the settlement should not be approved or you may appear in person at the Final Approval Hearing and orally object to the settlement. (See Question 12 below.)
ASK TO BE EXCLUDED	If you exclude yourself (or "opt-out") from this lawsuit, you will not receive any share of the money from the settlement. (See Question 13 below.)

- Your options are explained in this Notice. To object in writing to the settlement or ask to be excluded, you must act before September 26, 2020.
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

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BASIC INFORMATION

1. Why did I get this notice?

QAF records show that you currently or previously worked for QAF as an hourly production employee in California at some time between August 22, 2017 and July 13, 2020. This Notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you. You have legal rights and options that you may exercise as part of this settlement. Judge Randall J. Sherman of the Orange County Superior Court is overseeing this class action. The lawsuit is called *Marilu Gonzales v. Quality Aluminum Forge, LLC and SIFCO Industries, Inc.*, Case Number 30-2016-00887399-CU-OE-CXC.

2. What is this lawsuit about?

This lawsuit is about whether QAF failed to compensate employees for all hours worked, failed to pay required overtime and at the appropriate overtime rate, failed to provide required meal and/or rest breaks, failed to properly compensate employees for missed, late and/or short meal and/or rest breaks, failed to reimburse employees for business expenses, and failed to timely pay all wages owed upon termination of employment, all as required by applicable California laws.

QAF asserts that it properly compensated its employees in compliance with California law. QAF denies that any unlawful policy or practice existed as to the above claims.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” In this case, there is only one Class Representative. The Class Representative is called the Plaintiff. The companies she sued (in this case QAF and SIFCO Industries) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

As part of the settlement with QAF, Plaintiff and QAF agreed to conditionally certify the lawsuit as a class action as to QAF for settlement purposes only and to move towards Court approval of the settlement. The Court has not ruled on the merits of these claims and the decision to certify the Class for settlement purposes only in this case should not be viewed as a prediction that Plaintiff or the Class ultimately would prevail on the merits of the action if the settlement does not receive final approval by the Court and Plaintiff proceeds with her claims.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, Plaintiff says that QAF failed to compensate employees for all hours worked, failed to pay required overtime and at the appropriate overtime rate, failed to provide required meal and/or rest breaks, failed to properly compensate employees for missed, late and/or short meal and/or rest breaks, failed to reimburse employees for business expenses, and failed to timely pay all wages owed upon termination of employment, all as required by applicable California laws.

6. How does QAF answer?

QAF denies that it did anything wrong and says that the employees in question properly were paid for all hours worked at the appropriate rate, were properly provided meal and rest breaks, and did take meal and rest breaks as

required by law. QAF also asserts that it properly reimbursed its employees for reasonable business expenses and timely paid all wages owed upon termination of employment. QAF denies that any unlawful policy or practice exists as to the above claims.

7. Has the Court decided who is right?

The Court hasn't decided whether QAF or Plaintiff is correct. By conditionally certifying the Class for settlement purposes only and granting preliminary approval to the class action settlement and issuing this Notice, the Court is not suggesting that Plaintiff or QAF would win or lose this case.

8. What are the terms of the proposed settlement?

The settlement reached between Plaintiff and QAF has a maximum value of \$315,000 (excluding QAF's share of payroll taxes on the wage portion of the settlement payments) for payments to the Class, an enhancement to the named Plaintiff, administration costs, PAGA penalties, and attorneys' fees and costs.

The settlement makes available cash to be paid to each Class Member who does not timely request to be excluded from the Class, according to the following formula:

All Class Members will be eligible to participate in the settlement. If a Class Member does not timely request to be excluded from the Class (see Question 14, below), the Class Member automatically will become a "Participating Class Member." QAF will provide money to the Settlement Administrator to pay Individual Settlement Payments to Participating Class Members. Participating Class Members will be paid an amount for each week that the Participating Class Member was employed by QAF in a production position in California during the period of August 22, 2017 through July 13, 2020.

The Participating Class Member's Individual Settlement Payment will be calculated as follows:

Total maximum monetary liability of \$315,000, less requested attorneys' fees of \$105,000, attorney costs incurred of no more than \$15,000, administration costs of no more than \$10,000, a requested enhancement payment to Plaintiff of \$15,000, payment to the Labor and Workforce Development Agency ("LWDA") of \$16,500, leaving an approximate balance of \$153,500 available for distribution to Participating Class Members ("Net Settlement Amount").

The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members based on the number of workweeks they worked for QAF in California in hourly production positions based on company records. To arrive at a Workweek Value the Net Settlement Amount will be divided by the total number of workweeks worked by Participating Class Members in hourly production positions for QAF in California during the Class Period. The Workweek Value will be used to calculate the amount each Participating Class Member will receive based on the number of workweeks each individual Participating Class Member worked during the Class Period in an hourly production position. If a Participating Class Member worked any day during a workweek, it will be counted as a workweek for purposes of calculating the Individual Settlement Payment.

According to the records of QAF, you worked <<WorkWeeks>> workweeks during the Class Period.

The amount of workweeks listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of workweeks listed above, you must submit an explanation and evidence of your proffered Individual Shifts to the Settlement Administrator that is postmarked no later than September 26, 2020. In the event of a dispute about the correct amount of workweeks, the Settlement Administrator (listed below in Question 19) shall notify Defendants who will have up to 15 days to respond. The Settlement Administrator will then resolve the challenge and will make a final determination, subject to the Court determining any unresolved disputes.

Payroll deductions will be made for state and federal tax withholdings and any other applicable payroll deductions owed by the Participating Class Member and owed by QAF as a result of the payment. Each Individual Settlement Payment will represent wages, interest, penalties, and expense reimbursement allocated using the following formula: one third (1/3) allocated to wages and two thirds (2/3) allocated to interest, penalties, and expense reimbursement.

WHO IS IN THE CLASS?

9. Am I part of this Class?

All persons who were employed by QAF in California in hourly production positions at any time between August 22, 2017 and July 13, 2020 ("Class Period"), are Class Members.

10. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting CPT Group, the Settlement Administrator, at the designated phone number for this matter which is 1(888) 417-1569, or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Question 22, below.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Settlement, and you have to decide this by no later than September 26, 2020.

11. What happens if I do nothing?

If you are a member of the Class above and would like to be included in this case and receive a settlement payment, you do not need to do anything. If the Settlement receives Final Approval by the Court, you will receive an Individual Settlement Payment. By doing nothing and receiving an Individual Settlement Payment, you will be agreeing to release any claims you may have, and thus will be barred from pursuing any claims you may have, based on the facts alleged in the lawsuit as described below.

On the Effective Date, which is defined as the later of the time when: (i) the judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) 21 days after the Court enters the order on final approval of the settlement, if there are no objections except as to the rights and obligations created by the Settlement Agreement, the Class Representative and all Class Members who have not timely opted out (as detailed below in Question 14), will forever release, acquit, and discharge, and covenant not to sue, Quality Aluminum Forge, LLC and SIFCO Industries, Inc., or either of them, including their past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, insurers, subrogees, executors, partners, and privies (collectively the "Released Parties" and each a "Released Party" or "Releasee") from all wage and hour and expense reimbursement related causes of action, claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, punitive damages, controversies, and liabilities that were alleged in the lawsuit, or that could have been alleged in the lawsuit based on the facts alleged in the lawsuit, arising from the alleged violation of any provision of federal, state or local law or regulation relating to any wrongdoing pled or otherwise alleged in the course of the lawsuit, including, but not limited to, all claims for failure to pay compensation for all time worked (including pursuant to all applicable Wage Orders and applicable sections of the California Code of Regulations), all claims for failure to pay required overtime and overtime at the proper rate (including pursuant to California Labor Code § 510), all claims for failure to provide meal periods or pay a premium in lieu thereof (including pursuant to California Labor Code §§ 226.7 and 512(a) and all applicable Wage Orders and applicable sections of the California Code of Regulations), all claims for failure to provide rest periods or pay a premium in lieu thereof (including pursuant to California Labor Code § 226.7 and all applicable Wage Orders and applicable sections of the California Code of Regulations), all claims for failure

to reimburse for necessary business expenditures (including pursuant to California Labor Code §2802), all claims for failure to pay all wages due at time of termination (including pursuant to California Labor Code §§ 201, 202 and 203), all claims for failure to provide accurate itemized wage statements and to maintain and preserve payroll records (including pursuant to California Labor Code §§ 226, 1174 and 1175), all claims for penalties under the California Labor Code (including pursuant to California Labor Code sections 203, 226(e), 226.7(b), 558, and 1194.2, and 2698 *et seq.* (PAGA)), and all unfair competition law claims for restitution (including pursuant to Business and Professions Code section 17200 *et seq.* based on claims that were alleged in the lawsuit, or could have been alleged in the lawsuit based on the facts alleged in the lawsuit), and all other claims of any kind for wages, business expenses, penalties, interest, costs and attorneys' fees arising from the alleged violation of any provision of federal, state or local law or regulation that were or could have been raised as part of the lawsuit based on the facts alleged in the lawsuit, whether any of these claims are known or unknown, suspected or unsuspected, which Plaintiff or any of the Participating Class Members have or had during the Class Period against any Released Party.

12. How do I object to the settlement?

If you are a member of the Class above and would like to object to the Settlement in writing, you must send such written objections to the Settlement Administrator (listed below in Question 19) no later than September 26, 2020. Your objection should state a specific reason for the objection, and your name, address, and dates of employment with QAF, include all supporting papers, and must be signed by you or your authorized representative.

You or your attorney may also appear in person at the Final Approval Hearing on November 13, 2020 at 10:00 a.m. in Department CX-105 of the Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701 (see Question 20 below) and orally object to the settlement or offer comments about the settlement, regardless of whether you or your attorney submit a timely written objection to the Settlement Administrator.

13. Why would I ask to be excluded?

If you exclude yourself from the Class—which also means you remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this lawsuit as part of Plaintiff’s settlement with Defendants QAF and SIFCO detailed above. However, you may then be able to sue or continue to sue QAF and/or SIFCO on your claims that occurred if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s judgment in this class action.

If you start your own legal action after you exclude yourself, you will need to hire and pay your own lawyer for that action, and you will need to prove your claims. If you do exclude yourself so you can start or continue your own legal action against QAF and SIFCO, or either of them, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations or other defenses.

14. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class (“opt-out”) you need to submit a written statement requesting exclusion from the Class postmarked on or before September 26, 2020. Such written requests for exclusion must contain the name, address, and last four digits of the social security number of the person requesting exclusion, must be returned to the Settlement Administrator, at the address below in Question 19, must be postmarked on or before September 26, 2020 and must be signed by the person requesting exclusion or his or her authorized representative. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who opts out of the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely request for exclusion on or before September 26, 2020 shall be Participating Class Members and bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that Matern Law Group, PC of Manhattan Beach, CA is qualified to represent you and all Class Members. The law firm is called “Class Counsel.” Class Counsel are experienced in handling similar cases against other employers. More information about this law firm, their practices, and their lawyers’ experience is available at [www. https://www.maternlawgroup.com](https://www.maternlawgroup.com).

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

As part of the settlement with QAF, Class Counsel has requested \$105,000 in attorneys’ fees plus up to \$15,000 in costs to be paid from the Maximum Settlement Amount to compensate Class Counsel for their work on this matter. You won’t have to pay Class Counsel’s fees and costs.

18. How will the Class Representative be paid?

As part of the settlement with QAF, Class Counsel has requested \$15,000 as an enhancement fee to be paid to the Class Representative for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE QAF SETTLEMENT

19. Who is handling the Settlement Administration process?

CPT Group of Irvine, California shall serve as the Settlement Administrator for this settlement. CPT Group may be reached at:

Quality Aluminum Forge/SIFCO Wage and Hour Settlement Administrator
c/o CPT Group
50 Corporate Park
Irvine, CA 92606
<https://www.cptgroup.com/qualityaluminumsettlement>
phone: 1(888) 417-1569
fax: (949) 419-3446

20. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Approval Hearing has been set for November 13, 2020 at 10:00 a.m. in Department CX-105 of the Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. You do not need to attend the hearing to be a part of the Settlement. However, you may appear at the hearing if you wish.

21. When will I get money after the hearing?

If there are no objections to the Settlement, your payment from the Net Settlement Amount will be paid approximately 51 days after the Court grants Final Approval of the Settlement. If there are objections that are not withdrawn, your payment from the Net Settlement Amount will be paid after all rights to appeal are exhausted, assuming there is final approval for this Settlement.

GETTING MORE INFORMATION

22. Are more details available?

You may contact the Settlement Administrator, CPT Group, by calling 1(888) 417-1569 or by writing: Quality Aluminum Forge/SIFCO Wage and Hour Settlement Administrator, c/o CPT Group, 50 Corporate Park, Irvine, CA 92606.

Class Counsel in this case is as follows:

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