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ATTORNEYS FOR  
Plaintiff Richard MARTIN Individually and on behalf of all others similarly situated; Andre  
BERNSTEIN

Attorneys for Defendant BALL METAL BEVERAGE CONTAINER CORP.  
(ERRONEOUSLY SUED AS “BALL METAL BEVERAGE CONTAINER CORPORATION”

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

1 ROBERT WESTFALL, individually and on  
2 behalf of all others similarly situated,

3 Plaintiff,

4 v.

5 BALL METAL BEVERAGE CONTAINER  
6 CORPORATION, a Colorado Corporation,  
7 Does 1-20 inclusive,

8 Defendants.

Case No: 2:16-CV-02632-KJM-CKD

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

[Originally Solano Superior Court  
Action No. FCS047654]  
State Action Filed: 9-7-2016  
FAC Filed: 4-6-2017  
Trial Date: None Set

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1 This Stipulation of Class Action Settlement and Release is entered into by the named  
2 plaintiffs Robert Westfall, David E. Anderson, Lynn Bobby, and David Ellinger (hereinafter  
3 collectively, “Named Plaintiffs”), Objector and Conditional-Plaintiff-in-Intervention Richard  
4 Martin and Objector Andre Bernstein (collectively “Objectors-Intervenors”), and Defendant Ball  
5 Metal Beverage Container Corporation (“Ball” or “Defendant”).

6 WHEREAS, Plaintiffs and Objectors-Intervenors are former and current employees of  
7 Defendant;

8 WHEREAS, on or about September 6, 2016, Plaintiff Robert Westfall filed a “Class  
9 Action Complaint” in the California Superior Court in and for the County of Solano, thereby  
10 initiating the civil action entitled *Robert Westfall v. Ball Metal Beverage Container Corporation*,  
11 Cal. Super. Ct. (Solano) Case No. FCS047654 (hereinafter, the “State Court Action”);

12 WHEREAS, Defendant subsequently removed the State Court Action to the United States  
13 District Court for the Eastern District of California, thereby initiating the civil action entitled  
14 *Westfall v. Ball Metal Beverage Container Corporation.*, Case No. 2:16-cv-02632-KJM-GGH  
15 (the “Federal Action”);

16 WHEREAS, on April 6, 2017, Plaintiffs filed a “First Amended Class Action Complaint”  
17 in the Federal Action;

18 WHEREAS, Named Plaintiffs and Defendant reached a resolution of this matter in  
19 December 2019 and a Motion for Final Approval was submitted in 2021. Objectors-Intervenors  
20 filed objections to the previous settlement reached by Named Plaintiffs and Defendant before the  
21 date of final approval, and Plaintiffs’ Motion for Final Approval was denied;

22 WHEREAS, Named Plaintiffs, Objectors-Intervenors, and Defendant (collectively  
23 “Parties”) agreed to proceed to mediation. After a full day mediation on August 30, 2023, with  
24 mediator Jeff Ross, which lasted in excess of ten hours, the Parties ultimately agreed to a  
25 settlement proposal made by the Mediator.

26 WHEREAS, on May 30, 2024, Plaintiffs filed a “Second Amended Class Action  
27 Complaint” in the Federal Action;

28 WHEREAS, the aforementioned Complaint (attached hereto as Exhibit 1-A), First

1 Amended Class Action Complaint (attached hereto as Exhibit 1-B), Second Amended Class  
2 Action Complaint (attached hereto as Exhibit 1-C), and Plaintiffs’ amended notice letter to the  
3 California Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a)(1)  
4 (attached hereto as Exhibit 1-D); shall be referred to hereinafter collectively as the “Complaint”);

5 WHEREAS, in addition to the issues raised in the Complaint and attachments thereto,  
6 Objector-Intervenor Richard Martin alleged a California Labor Code Private Attorneys General  
7 Act Labor Code section 6300 (violation of Cal-OSHA Standards) claim against Defendant, which  
8 claim is also raised in the attached Second Amended Class Action Complaint as Conditional  
9 Plaintiff-in-Intervention’s Eighth Cause of Action at Paragraphs 99-102, and his March 5, 2024  
10 letter to the Labor & Workforce Development Agency is attached hereto as Exhibit 1-E, and  
11 incorporated by reference herein;

12 WHEREAS, Objector-Intervenor Martin further agrees and acknowledges that all of his  
13 individual wage-and-hour, PAGA, Cal-OSHA PAGA, and class action claims as alleged in his  
14 lawsuit against Defendant captioned *Richard Martin v. Ball Corporation, et al.*, currently venued  
15 in the United States District Court for the Eastern District of California, Case No. 2:21-cv-01049-  
16 DAD-CKD, originally filed in the Solano County Superior Court on November 23, 2020, Case  
17 No. FCS055690 (“*Martin Action*”), are subsumed by this matter and shall be fully and finally  
18 resolved should the court finally approve the Settlement in the instant action (but that Martin  
19 reserves all allegations and theories asserted in Martin’s Third Amended Complaint and that  
20 nothing in this Agreement resolves the claims, allegations, causes of action or theories asserted  
21 in the Third Amended Complaint).

22 WHEREAS, the Named Plaintiffs, Objectors-Intervenors, and Defendant shall be  
23 hereinafter collectively referred to as the “Parties;” and

24 WHEREAS, to avoid the inherent risks and costs of litigation, the Parties want to  
25 completely settle all claims that were or could have been brought in the Complaint and in the  
26 State Court Action and the Federal Action.

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

1 **1. DEFINITIONS**

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

6 1. Agreement. “Agreement,” “Settlement,” “Settlement Agreement,” and “Joint  
7 Stipulation,” means this Joint Stipulation of Class and PAGA Settlement.

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

11 3. Class Administrator. “Class Administrator” means ILYM, a third party  
12 professional class action claims administrator, jointly selected by the Parties and/or appointed by  
13 the Court to perform the Class Administration Duties.

14 4. Class Administrator Declaration. “Class Administrator Declaration” shall mean a  
15 declaration attesting, in detail, to the steps taken through the date of such declaration in  
16 performing the Class Administration Duties, that the procedures contemplated below in Section  
17 2, paragraph 5 (hereinafter 2.5) – Class Administration Procedures Class List; Section 2.6 –  
18 Class Administration Oversight; and Section 2.7 – Class Administration Procedures – Notice to  
19 Class; are complete, and that the Class Administrator has all information needed to perform any  
20 remaining Class Administration Duties, as defined below in Section 1, paragraph 6 (hereinafter  
21 1.6) – Class Administration Duties, including the calculation of the amounts of the respective  
22 Eligible Class Member Shares.

23 5. Class Administration Costs. “Class Administration Costs” shall mean the fees and  
24 expenses reasonably and necessarily incurred by the Class Administrator as a result of  
25 performing the Class Administration Duties. Class Administration Costs shall be paid from the  
26 Gross Settlement Amount. Based on an estimate provided by the Class Administrator after  
27 reviewing presently and reasonably available information, the Parties stipulate that Class  
28 Administration Costs shall be up to Ten Thousand United States Dollars (\$10,000.00). Should

1 any actual Class Administration Costs turn out to be less than the projected amount, the Parties  
 2 agree that the savings will be allocated to the Net Settlement Amount, to be distributed to Eligible  
 3 Class Members in proportion to their respective numbers of Eligible Class Member Workweeks.  
 4 Should any actual reasonable and necessary Class Administration Costs be more than the above  
 5 estimated amount, and the Parties stipulate that the Class Administrator should be paid such  
 6 amounts, the Parties will apply to the Court for an adjustment, with any additional Class  
 7 Administration Costs to be paid from the Gross Settlement Amount, which shall be accompanied  
 8 by a corresponding reduction of one or more specified elements of the Gross Settlement Amount  
 9 as determined by the Court as part of Final Approval.

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

12 7. Class Certification. “Class Certification” shall mean certification of the Class  
 13 pursuant to Fed. R. Civ. P. 23(a) and (b) and other applicable law, for purposes of this Settlement  
 14 only, without prejudice to Defendant’s ability to oppose or otherwise challenge such certification

15 8. Class Counsel. “Class Counsel” refers to EASON & TAMBORNINI, ALC,  
 16 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL P.C., LESCHES LAW; BLADY  
 17 WORKFORCE LAW GROUP LLP.

18 9. Plaintiff’s Counsel. “Plaintiff’s Counsel” or “Plaintiffs’ Class Counsel” or  
 19 “Named Plaintiffs’ Class Counsel” shall refer to EASON & TAMBORNINI, ALC, and CASTLE  
 20 LAW: CALIFORNIA EMPLOYMENT COUNSEL P.C.

21 10. Objectors-Intervenors’ Counsel. “Objectors-Intervenors’ Counsel” or “Objectors’  
 22 Counsel” or “Objectors-Intervenors’ Class Counsel” shall refer to Levi Lesches of LESCHES  
 23 LAW and Benjamin Blady of BLADY WORKFORCE LAW GROUP LLP.

24 11. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean an  
 25 amount of up to One Millions Five Hundred Thousand United States Dollars (\$1,500,000), or  
 26 One-Third of the Gross Settlement Amount, in Class Counsel’s and Objectors-Intervenors’  
 27 Counsel’s Fees subject to Court approval, plus actual costs and expenses incurred by Class  
 28 Counsel and Objectors-Intervenors’ Counsel related to the Action as supported by declarations

1 from both Class Counsel and Objectors-Intervenors' Counsel, which are currently estimated to  
2 be no greater than Forty Five Thousand United States Dollars (\$45,000.00).<sup>1</sup> Class Counsel Fees  
3 and Costs, comprised of Plaintiffs' Counsel and Objectors-Intervenors' Counsel, shall be  
4 allocated, subject to Court approval, as follows:

5 (a) To Plaintiff's Counsel:

6 (1) One-Third of fees attributable to the initial \$2,450,000 of the Gross  
7 Settlement Amount (such sum being equal to the prior settlement),  
8 or \$816,666.66, plus

9 (2) 40% of One-Third of fees attributable to the additional \$2,050,000  
10 of the Gross Settlement Amount provided for herein in excess of the  
11 initial settlement amount, or \$273,333.34 (\$683,333.33 x 40%);

12 (3) Plaintiffs' Counsels' fees therefore totaling \$1,090,000.00  
13 (constituting approximately 72.7% of One-Third of the Gross  
14 Settlement Amount)

15 (b) To Objectors-Intervenors' Counsel:

16 (1) 60% of One-Third of fees attributable to the additional \$2,050,000  
17 of the Gross Settlement Amount provided for herein in excess of the  
18 initial settlement amount, or \$410,000.00 (\$683,333.33 x 60%);

19 (2) Objectors-Intervenors' Counsel's fees therefore constituting  
20 approximately 27.3% of One-Third of the Gross Settlement Amount.

21 (c) In summary, Total Fees to all Class Counsel and Objectors-Intervenors'  
22 Counsel, combined, as provided herein (\$1,090,000 + \$410,000) total  
23 \$1,500,000 (One-Third of the Gross Settlement Amount), exclusive of costs.

24 12. Fees and Costs shall be paid to Class Counsel and Objectors-Intervenors'  
25 Counsels from the Qualified Settlement Fund by the Class Administrator. Such payment of Class  
26 Counsel and Objectors-Intervenors' Counsels' Fees and Costs shall be deemed to be full

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28 <sup>1</sup> Included in Plaintiff's costs are the costs associated with the prior settlement administrator, Kroll. Class Counsel paid costs amounting to \$2,685.00. Any deficiencies or errors by Kroll were not the fault of Class Counsel.

1 satisfaction of any obligation by Defendant to pay any attorneys' fees, attorney costs and/or other  
2 fees or costs to Named Plaintiffs, Objectors-Intervenors, Class Members, and/or any of their  
3 attorneys in relation to the Action (but without waiver of any fees for those claims reserved under  
4 section 4 of "Exhibit 3"). Any future adjustments to the amount of the Class Counsel and  
5 Objectors-Intervenors' Fees and Costs, including by the Court, shall not constitute a basis for  
6 this Settlement being void or Void *Ab Initio*, unless such adjustment shall have the effect of  
7 increasing the Gross Settlement Amount, whereupon this Settlement will be voidable by  
8 Defendant as provided for in this Agreement. Defendant agrees not to oppose such request for  
9 reimbursement of litigation costs by Plaintiffs' counsel or Objectors-Intervenors' Counsel. If the  
10 foregoing requests for reimbursement of litigation costs is not approved and/or is reduced by the  
11 Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement  
12 Amount.

13 13. CRPC 1.5.1 Disclosure. Lesches Law discloses that it has a 10% referral-fee  
14 agreement with a law firm whose identity shall be disclosed: (1) to all Parties herein; (2) to any  
15 Class Member who requests such information in writing; (3) to the Court, if requested by the  
16 Court.

17 14. B&P 6147 Disclosure. Objectors-Intervenors' Counsel disclose that, for purposes  
18 of avoiding potential conflicts of interest, such Counsel preserved Objector Bernstein's rights  
19 under 6147(b) of the *Business and Professions Code*. Objector Bernstein: (1) has been advised  
20 of his rights under 6147(b) of the *Business and Professions Code*; (2) has been informed that  
21 such rights were intended to preserve Objectors-Intervenors' Counsels' ability to withdraw as his  
22 Counsel, if deemed appropriate; and (3) after such disclosures, Objector Bernstein does not  
23 contest the foregoing fee allocation.

24 15. Class Notice. "Class Notice" shall mean the Notice substantially in the form  
25 indicated in "Exhibit 4" hereto, and distributed by the Class Administrator in accordance with  
26 Section 2.6 – Class Administration Oversight, below.

27 16. Class Member Objection. "Class Member Objection" shall mean a Class  
28 Member's objection made pursuant to the provisions of Section 2.7 – Class Administration

1 Procedures – Notice to Class, below.

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

5 18. Class Member Work Week. “Class Member Work Week” shall mean a Work  
6 Week in which a Class Member was employed by Defendant in California during the Class  
7 Period in a non-exempt employment position as an “Machinist/Mechanic,” and/or  
8 “Maintenance,” or a non-exempt position within the production, and production support  
9 departments, at Defendant’s facility located in Fairfield, California, or in a functionally  
10 equivalent and supporting non-exempt position (but excluding Chemical Processors, Quality  
11 Assurance or Production Lead [formerly known as Production Chief] positions, or “Electronic  
12 Tech,” “Electronic Technician,” “ET” positions). For purposes of this Settlement, every Class  
13 Member shall be deemed to have performed at least some work for Defendant during each of  
14 their respective Class Member Work Weeks that wholly or partially occurred during the Class  
15 Period. The Class Administrator shall thus calculate the total number of Class Member Work  
16 Weeks with reference to Class Members’ dates of employment in a Class Position during the  
17 Class Period. Periods when Class Members were on leaves of absence or held exempt positions  
18 shall not be counted as Class Member Work Weeks.

19 19. Engineering Class Member Work Week. “Engineering Class Member Work  
20 Week” shall mean a Work Week during the Class Period in which a Class Member was employed  
21 by Defendant in California, at Defendant’s facility located in Fairfield, California, in a non-  
22 exempt “Engineering Position,” defined as Chemical Processor, Quality assurance or Production  
23 Leads (formally known as Production Chiefs) positions, or “Electronic Tech,” “Electronic  
24 Technician,” “ET,” or functionally equivalent non-exempt positions in the Engineering  
25 Department (and in which the Class Member was not classified as employed in a non-  
26 Engineering position during any portion of the workweek). The Class Administrator shall thus  
27 calculate the total number of Engineering Class Member Work Weeks with reference to dates of  
28 employment in an Engineering position during the Class Period, and without regard or reference

1 to time records, records of leave of absence, sick time, or other temporary absences from work.  
2 Periods when Class Members were on leaves of absence or held exempt positions shall not be  
3 counted as Engineering Class Member Work Weeks.

4 20. Class Period. “Class Period” shall mean the time period from September 7, 2012  
5 through April 20, 2024.

6 21. Class Position. “Class Position” shall mean a position for which workweeks are  
7 eligible as a “Class Member Work Week” or as a “Engineering Class Member Work Week.”

8 22. Court. “Court” refers to the above-referenced Court, or any such further courts,  
9 arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

10 23. Date of Preliminary Approval. The “Date of Preliminary Approval” means the  
11 day on which the Court enters Preliminary Approval.

12 24. Defendant’s Counsel. “Defendant’s Counsel,” “Defense Counsel” or “Counsel for  
13 Defendant” shall mean Fisher & Phillips LLP, One Montgomery Street, Suite 3400, San  
14 Francisco, CA 94104 and the attorneys in such firm including Jason Geller, John Skousen, and  
15 Aaron Cargain.

16 25. Effective Date. “Effective Date” shall mean the latest date on which all of the  
17 following have occurred:

- 18 (a) Full execution of this Agreement by all parties, and the expiration of any  
19 applicable revocation periods related to such signature, such as the  
20 revocation period set forth in Exhibit 3, ¶ 5.
- 21 (b) Entry by the Court of Preliminary Approval;
- 22 (c) Receipt by Defendant of written notice of such entry of Preliminary  
23 Approval or Defendant’s express waiver of such notice;
- 24 (d) Completion of all those Class Administration Procedures which this  
25 Settlement dictates will take place in advance of the Final Approval  
26 Hearing;
- 27 (e) The Court setting and conducting a Final Approval Hearing pursuant to  
28 procedures complying with Fed. R. Civ. P. 23 (e);

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- (f) Entry by the Court of an order of Final Approval of the Settlement and a Judgment that will result in the termination of the Federal Action and the State Court Action, *with prejudice*;
- (g) Receipt by Defendant of written notice of such entry of Final Approval and Judgment, or Defendant’s express waiver of such notice;
- (h) Proof of Service by Plaintiff of a written notice of such entry of Final Approval and Judgment on any Class Member, if any, that submits a written objection; and
- (i) Final Approval has become Final. For purposes of this provision, “Final” means:
  - (1) if no Class Member Objections are made and/or are made and withdrawn, the date the Court enters its order granting Final Approval of the settlement and Judgment pursuant to Fed. R. Civ. P. 23 (e);
  - (2) if any Class Member Objections are made and not withdrawn, and if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of Judgment;
  - (3) if rehearing, reconsideration and/or appellate review of the Judgment is sought, the day after any and all avenues of rehearing, reconsideration and appellate review have been exhausted and no further rehearing, reconsideration or appellate review is permitted, and the time for seeking such review has expired, and the Judgment has not been modified, amended or reversed in any way that is inconsistent with this Settlement Agreement; or
  - (4) if a Class Member Objector appeals from any ruling by the Court overruling such objection in whole or in part, the date when the Court’s order of Final Approval and Judgment have been affirmed on appeal;

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(j) The existence of a sufficient number of Eligible Class Members. Specifically, as of the date of the completion of all Class Administration Procedures, the number of Eligible Class Members must be ninety-seven percent (97%) or greater of the total Class Members, and the number of Class Members who are not Eligible Class Members does not exceed three percent (3%) of the total Class Members. If the number of Class Members who are not Eligible Class Members exceeds such percentage, then Defendant shall have the absolute right (but not the obligation) to deem this Settlement Void *Ab Initio* upon written notice to Class Counsel, Objectors-Intervenors’ Counsel, the Court, and the Class Administrator. If Defendant, within ten (10) business days of the Class Administrator’s written notice to all Parties that the number of Class Members who are not Eligible Class Members exceeds 3% of all Class Members, fails to advise Plaintiff in writing that Defendant will withdraw from the Settlement, this circumstance will not determine the Effective Date. In the event that Defendant timely exercises such right to deem this Settlement Void *Ab Initio* upon written notice in the manner provided for herein, Defendant agrees that, with respect to any pleading that Martin moves for leave to file within 30 days of such notice, for any claims previously alleged in Martin’s July 12, 2021 First Amended Complaint, or November 23, 2020 Complaint, the re-assertion of any such claims shall be deemed as though filed on such date and prosecuted without interruption from such date. Defendant reserves all rights to assert all applicable affirmative defenses, including, but not limited to, applicable statutes of limitations, the failure to exhaust administrative remedies, or affirmative defenses in response to any claims Martin may attempt to reassert should this Settlement not be finally approved.

26. Eligible Class Member. “Eligible Class Member” means a Class Member who is

1 not an Opt-Out.

2 27. Eligible Class Member Share. “Eligible Class Member Share” shall mean the  
3 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member. After  
4 deduction of costs, attorneys fees, claims administration fees, enhancements and PAGA, the Net  
5 Settlement Amount shall be distributed as follows:

6 (a) Waiting Time Penalty Enhancement: Class members that separated from  
7 Defendant’s employment during the Class Period shall receive an award of up  
8 to thirty-three percent (33%) of their last regular rate of pay times 360 hours.  
9 For avoidance of the doubt, for Class Members that do not timely opt out of  
10 the Settlement, the General Release shall release their claims for waiting time  
11 penalties to the extent predicated on any wages paid prior to April 20, 2024.

12 (b) Maximum Allocation for the Waiting Time Penalty Enhancement. No more  
13 than \$1,500,000 of the Gross Settlement Amount shall be allocated to the  
14 Waiting Time Penalty Enhancement. The Settlement Administrator shall  
15 determine the percentage value for the Net Settlement Amount as a percentage  
16 of the Gross Settlement Amount, and shall multiply that percentage value  
17 against \$1,500,000 to arrive at the “Maximum Allocation for the Waiting  
18 Time Penalty Enhancement.” If necessary, each Waiting Time Penalty  
19 Enhancement shall be decreased pro-rata until the combined total Waiting  
20 Time Penalty Enhancements for all Class Members is equal to, (or, if  
21 necessary to round individual allocations to the nearest penny, marginally less  
22 than), the Maximum Allocation for Waiting Time Penalty Enhancement.

23 (c) Allocation for Paging-Practices Period. The Settlement Administrator shall  
24 subtract from the Net Settlement Amount the: (i) Waiting Time Penalty  
25 Enhancement; (ii) Allocation for Post-Filing Period; and (iii) The LWDA  
26 Fund Remainder to arrive at the “Allocation for the Paging-Practices Period.”  
27 This amount shall be allocated to the settlement of the Class Members’ claims  
28 relating to alleged meal-period violations, as well as alleged rest-period

1 violations, as well as other alleged violations occurring prior to Defendant's  
2 changing of its policies and procedures relating to paging announcements  
3 ("Paging-Practices Period"). For ease of Settlement Administration, the  
4 Paging-Practices Period shall be defined as the period between September 6,  
5 2012, and December 31, 2019.

6 (d) Engineering Class Member Work Weeks during the Paging-Practices Period  
7 shall be paid at 1.5 times the rate of Class Member Work Weeks. The  
8 Settlement Administrator shall then allocate the Allocation for Paging-  
9 Practices Period pro-rata between the Class Member Work Weeks for the  
10 Paging-Practices Period, except that the Settlement Administrator shall treat  
11 every Engineering Class Member Work Week in the Paging-Practices Period  
12 as equivalent to 1.5 workweeks.

13 (e) Allocation for Post-Filing Period. 9% of the Net Settlement Amount shall be  
14 allocated to the settlement of the Class Members' claims relating to alleged  
15 violations (other than waiting time penalties) occurring on January 1, 2020,  
16 through April 20, 2024. The Settlement Administrator shall determine the  
17 percentage value for the Net Settlement Amount as a percentage of the Gross  
18 Settlement Amount, and shall multiply that percentage value against the  
19 Allocation for Post-Filing Period, and that sum shall be distributed pro-rata  
20 between all workweeks between January 1, 2020, through April 20, 2024.

21 (f) The LWDA Fund Remainder shall be distributed pro rata across all  
22 Engineering Class Member Work Weeks and Class Member Work Weeks  
23 (with no workweek to be given greater allocation than any other).

24 (g) The Parties acknowledge that such allocation formula constitutes the best  
25 judgment of Plaintiffs' Counsel, and Objectors-Defendants' Counsel in  
26 balancing the competing concerns of: (1) fairness of allocation; (2) allocating  
27 the settlement in accordance with the estimate value of the various claims; (3)  
28 reducing Class Member confusion; (4) reducing the risk of Administrator

1 error; and (5) minimizing administration burdens and costs.

2 28. As to the Named Plaintiffs, and Objectors, the amount of their Eligible Class  
 3 Member Shares is in addition to any Court-approved Named Plaintiff Enhancements and  
 4 Objector Enhancements.

5 29. Final Approval. “Final Approval” shall mean an order of the Court finally  
 6 approving this Settlement pursuant to Fed. R. Civ. P. 23 (e) and granting Class Certification.

7 30. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a  
 8 motion for Final Approval, scheduled and conducted pursuant to Fed. R. Civ. P. 23 (e).

9 31. Gross Settlement Amount. “Gross Settlement Amount” means the maximum  
 10 possible amount Defendant shall pay as a consequence of this Settlement, which is Four Million  
 11 Five Hundred Thousand United States Dollars (\$4,500,000), except as may be modified by the  
 12 Escalator Clause.

13 32. Judgment. “Judgment” means the judgment entered by the Court in conjunction  
 14 with the Final Approval Order.

15 33. LWDA. The “LWDA” shall mean the California Labor and Workforce  
 16 Development Agency.

17 34. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA  
 18 pursuant to the Joint Stipulation, which shall be Seventy-Five Thousand United States Dollars  
 19 (\$75,000). This amount shall be deemed to be seventy-five percent (75%) of an overall amount  
 20 of One Hundred Thousand United States Dollars (\$100,000) of the Gross Settlement Amount  
 21 which shall be allocated to PAGA penalties. The remaining amount of such allocation, Twenty-  
 22 Five Thousand United States Dollars (\$25,000) shall be deemed part of the Net Settlement Fund  
 23 and shall be accordingly distributed to the Eligible Class Members proportionate to their number  
 24 of Class Member Workweeks and/or Engineering Class Member Workweeks.

25 35. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of  
 26 Twenty-Five Thousand United States Dollars (\$25,000) referenced above in Section 1.33 –  
 27 LWDA Fund.

28 36. Named Plaintiff Enhancement. “Named Plaintiff Enhancement” shall mean the

1 amount approved by the Court to be paid to Named Plaintiffs in addition to their individual  
2 Eligible Class Member Shares, in consideration for their effort in coming forth as class and  
3 PAGA representatives, and in consideration for their General Release set forth in “Exhibit 3”  
4 hereto. The Parties agree that such amounts shall be Ten Thousand United States Dollars  
5 (\$10,000.00) for each of the four Named Plaintiffs, subject to the Court’s approval.

6 37. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross  
7 Settlement Amount minus (a) Class Administration Costs, (b) Class Counsel and Objector-  
8 Intervenor Fees and Costs; (c) the LWDA Fund, (d) the Named Plaintiff Enhancements, (e) the  
9 Objector Enhancement.

10 38. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class  
11 Administrator pursuant to Section 2.6 – Class Administration Oversight, below, containing the  
12 Class Notice, and any other accompanying documents required by this Settlement and/or  
13 Preliminary Approval.

14 39. Objectors-Intervenors’ Counsel. “Objectors-Intervenors’ Counsel” shall mean  
15 and refer to Benjamin Blady of the BLADY WORKFORCE LAW GROUP LLP and Levi  
16 Lesches of LESCHES LAW.

17 40. Objector Enhancement. “Objector Enhancement” shall mean the amount  
18 approved by the Court to be paid to Objector and Conditional-Plaintiff-in-Intervention Richard  
19 Martin, and Objector Andre Bernstein, in addition to their individual Eligible Class Member  
20 Shares, in consideration for their General Release set forth in “Exhibit 3” hereto. The Parties  
21 agree that such amounts shall be Ten Thousand United States Dollars (\$10,000.00) for each for  
22 Andre Bernstein and Richard Martin. All Parties acknowledge that in addition to their services  
23 on behalf of the Class Members, the Defendant required releases from Bernstein and Martin as  
24 part of this Settlement (such releases being conditional until the Effective Date, whereupon such  
25 releases shall become final and binding as part of the General Release) and the Enhancement  
26 Awards, in addition to compensating Bernstein and Martin for their efforts and services on behalf  
27 of the Class Members, further compensate Bernstein and Martin for the claims they will be  
28 releasing in facilitation of the Settlement.

1 41. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-  
 2 Out Request.

3 42. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for  
 4 exclusion from the Settlement by a Class Member, pursuant to the provisions of Section 2.8 –  
 5 Class Administration Procedures – Class Member Objections, Opt-Out Requests, and Disputes  
 6 Concerning Class Member Status and Number of Class Member Work Weeks, below.

7 43. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act  
 8 of 2004, Cal. Lab. Code §§ 2698, *et seq.*

9 44. PAGA Period. “PAGA Period” shall mean the period from July 4, 2015, to April  
 10 20, 2024.

11 45. Party. “Party” shall mean, individually, one of the Parties, and each of them.

12 46. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court  
 13 preliminarily approving this Settlement pursuant to Fed. R. Civ. P. 23 (e), granting conditional  
 14 Class Certification for purposes of the Class Administration Procedures, certifying Class  
 15 Counsel, approving the form of Class Notice, establishing Class Administration Procedures, and  
 16 scheduling a Final Approval Hearing.

17 47. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall  
 18 mean the Qualified Settlement Fund established by the Class Administrator for the payment of  
 19 the Settlement Payment Amount.

20 48. Released Claims. The term “Released Claims,” as applied to releases by Eligible  
 21 Class Members, shall have the meaning set forth in the Release of Claims by Class (hereinafter  
 22 “Exhibit 2”) hereto. The term “Released Claims,” as applied to the Named Plaintiffs’ and  
 23 Objectors-Intervenors’ General Release, shall have the meaning set forth in Exhibit 3 hereto.

24 49. Released Parties. The term “Released Parties,” as applied to releases by Eligible  
 25 Class Members, shall have the meaning set forth in Exhibit 2 hereto. The term “Released Parties,”  
 26 as applied to the Named Plaintiffs’ and Objectors-Intervenors’ General Release, shall have the  
 27 meaning set forth in Exhibit 3 hereto.

28 50. Settlement Payment Amount. “Settlement Payment Amount” means the Gross

1 Settlement Amount, consisting of several elements including, without limitation: Eligible Class  
2 Member Shares, Class Administration Costs, the Named Plaintiff Enhancements, Objectors-  
3 Intervenor's Enhancements, the LWDA Fund, Class Counsel Fees and Costs, Objectors-  
4 Intervenor's Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members'  
5 portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to  
6 government agencies and/or tax authorities in relation to any payments pursuant to this  
7 Agreement.

8 51. Void Ab Initio. "Void *Ab Initio*" shall mean a circumstance in which this  
9 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement  
10 had never been entered into. Such circumstance will be deemed to exist only if any of the  
11 following have occurred: (a) the Court has so ordered (b) conditions have become such  
12 (including, for example, that the Court has refused to approve the Settlement) that the Effective  
13 Date has not occurred, is not likely to occur, or cannot occur in the future; and/or (c) as otherwise  
14 specifically provided for in this Agreement.

15 52. Void Ab Initio Election. If there is an order by the Court finding that any of the  
16 Parties have materially breached this Agreement and either such breach cannot be cured, or after  
17 reasonable notice to such breaching Party or Parties, and a reasonable opportunity for any  
18 Breaching Party to cure such breach to the satisfaction of the non-breaching Parties, such  
19 breaching Party or Parties have failed to do so, then Plaintiffs and Objectors-Intervenors may  
20 unanimously elect to declare this Agreement *Void Ab Initio* due to any such breach by Defendant,  
21 and Defendant may elect to declare this Agreement *Void Ab Initio* due to any such breach by  
22 Plaintiffs or Objectors-Intervenors. The Parties agree that a finding of material breach shall be  
23 inappropriate if (i) the non-breaching Party, or Parties, have stipulated in writing that such breach  
24 is non-material; or (ii) the un-cured or un-curable breach is non-material.

25 53. Void Ab Initio Tolling. In the event that this Settlement becomes *Void Ab Initio*  
26 under any provision provided for herein, Defendant agrees that, with respect to any pleading that  
27 Martin moves for leave to file within 30 days of such notice, for any claims previously alleged  
28 in Martin's July 12, 2021 First Amended Complaint, or November 23, 2020 Complaint, the re-

1 assertion of any such claims shall be deemed as though filed on such date and prosecuted without  
2 interruption from such date. Defendant reserves all rights to assert all applicable affirmative  
3 defenses, including, but not limited to, applicable statutes of limitations, the failure to exhaust  
4 administrative remedies, or affirmative defenses in response to any claims Martin may attempt  
5 to reassert should this Settlement not be finally approved.

6 54. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar  
7 days, from Monday at 6:00 a.m. to Monday at 6:00 a.m., wherein any such calendar days in such  
8 period, are also within the Class Period.

## 9 2. TERMS AND CONDITIONS OF SETTLEMENT

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

12 1. Certification for Settlement Purposes Only. The Parties stipulate that the Court’s  
13 prior granting of Class Certification on February 5, 2018 (ECF No. 054), and as amended on  
14 Plaintiffs’ Motion for Reconsideration, on January 15, 2019 (ECF No. 085) is proper for purposes  
15 of this Settlement only, and that Class Certification should be granted, for purposes of this  
16 Settlement only, as to all claims within the scope of the release set forth in Exhibit 2 hereto. In  
17 addition, the Parties stipulate that Objector and Conditional-Plaintiff-in-Intervention Richard  
18 Martin is conditionally certified as a class representative for Settlement Purposes only, and that  
19 Objectors-Intervenors’ Counsel are certified as class counsel for the limited purpose of obtaining  
20 the release of Martin’s Labor Code section 6300 PAGA Claim and Overtime Class Claim. If the  
21 Court denies with prejudice preliminary approval and/or denies with prejudice final approval of  
22 this this Joint Stipulation of Class and PAGA Settlement, then Martin’s Conditional-Plaintiff-in-  
23 Intervention status shall be revoked, and the Parties stipulate to the filing of an amended pleading  
24 (“Third Amended Complaint”): (1) dropping Martin as a named Plaintiff; and (2) dropping the  
25 Labor Code section 6300 PAGA Claim and Overtime Class Claim from the *Westfall* action; and  
26 (3) Objectors-Intervenors’ Counsel shall immediately lose their status as Class Counsel  
27 conditionally certified for purposes of settlement; and (4) Martin shall immediately lose his status  
28 as class representative which is and was conditionally certified for purposes of settlement only;

1 and (5) all Parties shall be returned to the status quo that existed prior to the execution of this  
2 Settlement Agreement or any other document related to the settlement of the claims contemplated  
3 herein, including the Memorandum of Understanding preceding this Agreement, except that with  
4 respect to any pleading that Martin moves for leave to file within 30 days after the filing of the  
5 “Third Amended Complaint” contemplated herein, for any claims previously alleged in Martin’s  
6 July 12, 2021 First Amended Complaint, or November 23, 2020 Complaint, the re-assertion of  
7 any such claims shall be deemed as though filed on such date and prosecuted without interruption  
8 from such date. Defendant reserves all rights to assert all applicable affirmative defenses,  
9 including, but not limited to, applicable statutes of limitations, the failure to exhaust  
10 administrative remedies, or affirmative defenses in response to any claims Martin may attempt  
11 to reassert should this Settlement not be finally approved.

12       2.     Contentions and Defenses: Compromise. The Parties have determined that this  
13 Settlement represents a fair and reasonable compromise of disputed claims for wages and other  
14 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties  
15 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named  
16 Plaintiffs and Objectors-Intervenors do not stipulate that this Settlement represents the maximum  
17 extent of such relief to which they or the Class would be entitled if the Action were to be further  
18 litigated. Defendant does not stipulate by virtue of this Settlement that, should the Action be  
19 further litigated, Named Plaintiffs, Objectors-Intervenors and/or the Class would be entitled to  
20 any relief whatsoever. Neither Named Plaintiffs, Objectors-Intervenors, nor Defendant admit to  
21 any unlawful conduct. The Parties hereby reserve all of their rights to litigate the Action and seek  
22 all available forms of relief should this Settlement not be given effect.

23       3.     Confidentiality and Class Member Communications. Until Class Counsel files a  
24 motion for Preliminary Approval, the Parties will treat the existence and terms of Settlement  
25 confidential. Until such time, Class Counsel may discuss the terms of this Settlement with Class  
26 Members other than the Named Plaintiffs or Objectors-Intervenors only if such additional Class  
27 Members initiate contact with Class Counsel and/or Objectors-Intervenors’ Counsel in such  
28 regard. Also until such time, no Party or their counsel may otherwise make any public statement

1 or comment or make any disclosures of any kind about this Settlement to anyone, including  
2 without limitation, the public, or press, or on any public or semi-public forum on the internet  
3 (such as social media) without the express written permission of each of the other Parties. Such  
4 confidentiality provisions shall remain in force following Preliminary Approval as well, with the  
5 following exceptions: (a) the Class Administrator may take steps reasonably necessary to  
6 perform Class Administration Duties; (b) Class Counsel, Named Plaintiffs, and Objectors-  
7 Intervenor may take reasonably necessary steps to perform their duties as such; (c) Class  
8 Counsel may list or disclose this Action and Settlement as among their handled cases in court  
9 filings or motions only, but may not disclose the terms of the Settlement nor reference the  
10 Settlement in any manner on any firm publication or other public media; and (d) after Class  
11 Counsel files a motion for Preliminary Approval, no Parties shall be restricted with respect to  
12 discussing (other than mediation privileged communications) the Settlement with the Class  
13 Members. In the interest of permitting the Class Notice and administration process to function  
14 on its own, Named Plaintiffs and Objectors-Intervenor themselves agree not to discuss this  
15 Settlement with any other individuals except for their attorneys, financial representatives or  
16 advisors, accountants and/or spouse. Defendant agrees not to discourage Class Members from,  
17 and agrees not to encourage them to, exercise any of their rights or obligations pursuant to this  
18 Agreement. Defendant will instruct their officers, directors, managers and supervisors that should  
19 they be contacted by Class Members or persons who believe they may be Class Members in  
20 relation to this Agreement, such officers, directors, managers and supervisors should make no  
21 comment except by directing the employees to Defendant's supervisors and managers at its  
22 Fairfield, California facility, who will be instructed to direct such Class Members to the Class  
23 Administrator and to refer such Class Members to the class notice approved by the Court in  
24 connection with this Settlement.

25 4. Preliminary Approval. As soon as possible following execution of this  
26 Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will  
27 submit therewith a proposed order, substantially in the proposed form of Exhibit 5 hereto. The  
28 Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the

1 Court.

2 5. Class Administration Procedures – Class List. Within forty-five (45) days of  
 3 Defendant’s receipt of notice of entry of Preliminary Approval, Defendant shall cause to be  
 4 delivered by email or otherwise to the Class Administrator a list of the Class Members that  
 5 includes their names, last known home address(es), full social security numbers, and dates of  
 6 employment with Defendant in a Class Position during the Class Period, the last rate of pay for  
 7 all Class Members that separated from employment between September 7, 2012 through April  
 8 20, 2024. The Class Administrator shall determine the number of (i) Engineering Class Member  
 9 Work Weeks; and (ii) Class Member Work Weeks worked by each Class Members, all of which  
 10 information shall be based upon Defendant’s reasonably available business records and/or the  
 11 best reasonably available personal knowledge of Defendant’s employees and agents. This  
 12 information shall be based in part on the definition of “non-Exempt Engineering Position” as  
 13 defined in Section 1.18 – Engineering Class Member Work Week, above.

14 6. Class Administration Oversight. At all times following Preliminary Approval, the  
 15 Parties shall make good-faith efforts to ensure that Counsel for all Parties are copied on all written  
 16 communications with the Class Administrator, and, in the event of any omission, the Class  
 17 Administrator shall, upon request by Counsel for a Party, shall promptly provide copies of any  
 18 such written communications.

19 7. Class Administration Procedures – Notice to Class. Within thirty (30) days after  
 20 delivery of the information described in Section 2.5 – Class Administration Procedures – Class  
 21 List, above, the Class Administrator will mail a Notice Packet to each Class Member via United  
 22 States Mail, first class, postage pre-paid. Prior to such mailing, the Class Administrator will  
 23 calculate the estimated Eligible Class Member Shares of each respective Class Member, based  
 24 upon an assumption that all Class Members will become Eligible Class Members, that no Class  
 25 Member Objections, Opt-Out Requests, or other disputes pursuant to Section 2.8 – Class  
 26 Administration Procedures – Class Member Objections, Opt-Out requests, and Disputes  
 27 Concerning Class Member Status and Number of Class Member Work Weeks, below will be  
 28 submitted, and that no Class Members will be added to the Class. The approximate amounts of

1 such estimated Eligible Class Member Shares will be disclosed on an individual basis in each  
2 Class Member's respective Class Notice, along with the basis of the calculation of such shares  
3 in relation to the number of Class Member Work Weeks for each such Class Member. If any  
4 mailed Notice Packets are returned as undeliverable, then the Class Administrator shall promptly  
5 perform one "skip trace" or similar search and shall promptly re-mail the same Notice Packet (or  
6 a true and correct copy thereof) to any new addresses disclosed by such search. If the process set  
7 forth in this paragraph and any other procedures ordered by the Court are followed, the Class  
8 Notice will be deemed to have been adequately provided to all Class Members as required by  
9 due process. In the event the procedures in the Agreement are followed and a Class Member,  
10 nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class  
11 Member, and will be deemed an Eligible Class Member, unless such intended recipient submits  
12 a Class Member Objection or Opt-Out Request.

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

15 (a) *Designated Settlement Email Address:* The Class Administrator shall set  
16 up a designated email address, specific to this Agreement, for Class  
17 Members to communicate with the Class Administrator regarding matters  
18 relating to the Settlement. All emails sent from such email address shall  
19 be set up to include an "auto signature" stating "Further information  
20 regarding the settlement can be found here," and the word "here" shall be  
21 a hyperlink to a copy of the papers filed with the court in association with  
22 the motion for preliminary approval.

23 (b) *Class Member Objections – Filing and Service:* Any member of the  
24 Settlement Class who wishes to make a Class Member Objection must  
25 give written notice to the Class Administrator, with such notice being  
26 postmarked, if mailed, no later than forty-five (45) days after the date  
27 mailing of the Notice Packets to the Class Members, which date shall be  
28 disclosed in writing in the Class Notice. Such written notice shall contain

1 the relevant Class Member’s name, address, telephone number, and  
 2 signature, as well as a statement to the effect that the Class Member objects  
 3 to the settlement, the basis and/or reason for such objection. If submitted  
 4 by email, a Class Member Objection shall only be recognized if: (1)  
 5 emailed to Designated Settlement Email Address specifically no later than  
 6 forty-five (45) days after the date mailing of the Notice Packets to the  
 7 Class Members; (2) the word “objection” is included in the email subject  
 8 line; (3) the body of the email specifies that the Class Member is objecting,  
 9 and the basis and/or reason for such objection; and (4) the Class Member  
 10 seasonably responds to inquiries for identification of the Class Member’s  
 11 name, address, telephone number, if not previously provided.

12 (c) *Class Member Objections – Responses*: Upon receipt of any documents  
 13 purporting to be Class Member Objections, the Class Administrator shall  
 14 forthwith forward such documents to Class Counsel and Defendant’s  
 15 Counsel by e-mail and United States Mail within one business day of  
 16 receipt of the Class Member Objection. Following receipt of such  
 17 documents, Class Counsel and Defendant’s Counsel shall confer  
 18 regarding such documents purporting to be Class Member Objections.  
 19 Class Counsel shall file with the Court, in a separate document along with  
 20 their motion for Final Approval, a joint statement, containing the Parties’  
 21 points and authorities in response to such documents purporting to be  
 22 Class Member Objections, along with copies of such Class Member  
 23 Objections. If the Parties’ responses differ in any respect, the jointly-held  
 24 positions shall be set forth in a separately entitled section, and the  
 25 differently-held positions shall be set forth in further separately-entitled  
 26 sections of the joint response. Should the Parties receive any untimely-  
 27 filed, received, or sent documents purporting to be Class Member  
 28 Objections (or should the Parties receive them less than ten (10) days prior

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to any due date for the motion for Final Approval), the Parties may file a further such joint response at any time prior to the Final Approval Hearing, but in any event not later than ten (10) days after receiving such untimely documents.

(d) *Class Member Objections – Disclosure of Purpose:* Within 10 days of receiving a timely objection, the Class Administrator shall furnish each objector with a Disclosure Certification, together with the instruction that the Disclosure Certification: (1) shall be signed under penalty of perjury and emailed to the Class Administrator; or (2) the Objector shall provide specific and detailed reasons as to why the Objector declines to sign the Statement of Proper Purpose. The Statement of Proper Purpose shall be signed under penalty of perjury and shall read: “I, [Name], certify under penalty of perjury that this Objection is submitted for the purpose of furthering the interests of [Check all that apply]  the Class as a whole;  a subclass defined as \_\_\_\_\_;  the group of Class Members defined as \_\_\_\_\_;  solely my own interest;  the following other interests \_\_\_\_\_. I certify that I have fully and accurately disclosed, in good-faith, all interests that I seek to promote through my Objection. I further understand that the Parties may seek to take discovery regarding the representations made in this Certification, and that, absent a valid objection that is sustained by a court, I may be required to provide such information.

(e) *Opt-Out Requests:* Any member of the Settlement Class who wishes to make an Opt-Out Request must deliver written notice (to include the relevant Class Member’s name, address, telephone number, and signature) to such effect to the Class Administrator, postmarked, if mailed, no later than forty-five (45) days after the date mailing of the Notice Packets to the Class Members, which date shall be disclosed in writing in the Class

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Notice. Such written notice shall set forth a statement to the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement. If submitted by email, a Class Member Objection shall only be recognized if: (1) emailed to Designated Settlement Email Address specifically no later than forty-five (45) days after the date mailing of the Notice Packets to the Class Members; (2) the word “opt out” or “request for exclusion” is included in the email subject line; (3) the body of the email contains a statement to the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement; and (4) the Class Member seasonably responds to inquiries for identification of the Class Member’s name, address, telephone number, if not previously provided.

(f) The Class Administrator shall give Class Counsel and Defendant’s Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify the Class Administrator and all other Parties via e-mail and U.S. Mail within fifteen (15) days of receiving such documents, and in so doing they shall state the factual and legal basis for such dispute. Prior to the deadline for submitting its declaration described in Section 2.9 – Class Administration Procedures – Class Administrator Declaration, below, the Class Administrator shall make a determination as to the validity of the disputed Opt-Out Requests, and shall set forth its determinations in such declaration. The Class Administrator’s decisions in such regard shall be final and binding.

(g) *Disputes Concerning Class Member Status:* Should any person who does not receive a Class Notice directed to him or her wish to come forward

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purporting to be a Class Member, such person shall notify the Class Administrator, no later than forty-five (45) days after the Class Administrator’s mailing of the Class Notice Packets. The Class Administrator shall forthwith send any such documents to Class Counsel and Defendant’s Counsel via email and/or United States Mail. Upon receipt of such notice, Defendant shall investigate the matter, including with reference to their business records, and shall determine whether the person is a Class Member. Then, within fourteen (14) days of receipt of such notice, Defendant shall notify the Class Administrator and Class Counsel as to its determination of the person’s status as a Class Member. Defendant’s determinations in such regard shall control. If the person is determined to be a Class Member, the Class Administrator shall mail that person a Notice Packet, whereupon the same procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning Work Weeks set forth in this Agreement shall apply to such person.

(h) *Disputes Concerning Class Member Work Weeks*: The Class Notices sent to each Class Member shall separately set forth that person’s estimated number of: (1) Class Member Work Weeks; and (2) if applicable, shall separately set forth that person’s estimated number of Engineering Class Member Work Weeks. If for any reason a Class Member disagrees with such estimate, such Class Member shall deliver written notice to such effect to the Class Administrator, with such notice being received by the Class Administrator within forty-five (45) days of mailing of the Notice Packets to the Class Members. Such notice shall set forth the Class Member’s basis for such disagreement, including any and all documents supporting such basis. Upon receipt of such notices, the Class Administrator shall forthwith send it to Class Counsel and Defendant’s Counsel, via e-mail and United States Mail. Defendant shall investigate

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the matter, including by examining its business records, and shall, within fourteen (14) business days of receiving notice, inform Class Counsel and the Class Administrator as to its determination regarding the Class Member’s number of Class Member Work Weeks. In the event that the Class Member does not provide any supportive documentation, Defendant’s determination shall control. In the event that the Class Member does provide supportive documentation, Defendant shall, within the same fourteen (14) business day period, either notify the Class Administrator and Class Counsel that they stipulate to the Class Member’s assertions regarding his or her number of Class Member Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Class Administrator and Class Counsel with their proposed determination, and the factual basis therefor, and any supporting documentation. The Class Administrator shall then determine the Class Member’s number of Class Member Workweeks, and its determinations shall control.

- (i) Named Plaintiffs hereby agree that they will not submit a Class Member Objection or an Opt-Out Request. Any submissions by Named Plaintiffs purporting to be a Class Member Objection or an Opt-Out Request shall be null and void. Objectors-Intervenors also hereby agree that they will not submit a Class Member Objection or an Opt-Out Request. Any submissions by Objectors-Intervenors purporting to be a Class Member Objection or an Opt-Out Request shall be null and void.
- (j) No determinations by Defendant, the Class Administrator, the Court, or any other person or entity pursuant to this Section 2.7 – Class Administration Procedures – Notice to Class, shall have the effect of increasing the amount of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any Class Member as a result of the resolution of such disputes shall be made in conjunction with and

1 subject to a proportionate reduction in other Eligible Class Members’  
 2 Eligible Class Member Shares, with specific amounts to be determined by  
 3 the Class Administrator.

4 9. Class Administration Procedures – Class Administrator Declaration. Within thirty  
 5 (30) days of the expiration of all the time periods provided for in Section 2.5 – Class  
 6 Administration Procedures Class List; Section 2.6 – Class Administration Oversight; and Section  
 7 2.7 – Class Administration Procedures – Notice to Class; above, the Class Administrator shall  
 8 provide Class Counsel, Objectors-Intervenors’ Counsel, and Defendant’s Counsel with the Class  
 9 Administrator Declaration. Should the Class Administrator be unable to provide the Class  
 10 Administrator Declaration at such time, it shall forthwith notify Class Counsel, Objectors-  
 11 Intervenors’ Counsel, and Defendant’s Counsel, who shall cooperate with the Class  
 12 Administrator to forthwith remedy any such inability.

13 10. Class Administration Procedures-Skip Trace of Separated Members. Prior to the  
 14 mailing of the Notice Packets, the Settlement Administrator shall perform a mailing address skip  
 15 trace for all separated members, using a credit bureau, and will make the Long Form Settlement  
 16 Agreement and Class Notice available on its website. The costs of such skip traces shall be  
 17 fronted by the Plaintiffs’ Counsel 72%, and Objectors-Intervenors’ Counsel 28%, with such sums  
 18 to be deducted from the Gross Settlement Amount and reimbursed to Counsel following Final  
 19 Approval.

20 11. Class Administration Procedures- Uncashed Checks: The Class Administrator  
 21 shall notify Plaintiffs’ Counsel, Eason & Tambornini, A Law Corporation, of the names of any  
 22 members whose checks remain uncashed after 120 days. For any checks remaining uncashed  
 23 after 120 days, the Settlement Administrator will send out a reminder postcard. Any funds  
 24 associated uncashed checks after 180 days shall be distributed to a cy pres recipient to be agreed  
 25 upon by the Parties or deposited as unclaimed funds with the State of California’s Controller.

26 12. Motion for Final Approval. By the later of: (a) ten (10) days of Class Counsel’s  
 27 receipt of the declaration required of the Class Administrator by Section 2.9 – Class  
 28 Administration Procedures – Class Administrator Declaration, above; or (b) thirty-five (35)

1 calendar days prior to the Final Approval Hearing, Class Counsel shall file and serve upon  
2 Defendant, Objectors-Intervenors' Counsel, and the Class Administrator a motion for Final  
3 Approval, and shall include the Class Administrator's declaration with such filing. Should the  
4 date of Class Counsel's receipt of the Class Administrator Declaration be less than ten (10) days  
5 prior to the court day that is thirty-five (35) calendar prior to the Final Approval Hearing, Class  
6 Counsel shall make reasonable efforts to file its motion for Final Approval not later than thirty-  
7 five (35) calendar days prior. If Class Counsel is unable to do so, or if Class Counsel otherwise  
8 believe based on other circumstances that they will not be able to file a timely motion for Final  
9 Approval, they shall seek *ex parte* or other emergency relief from the Court in the form of  
10 shortening of the time for filing and serving the Motion for Final Approval, or re-scheduling of  
11 the Final Approval Hearing. Defendant shall cooperate in the seeking and obtaining of such relief.  
12 If Final Approval is granted, Plaintiff shall promptly serve written notice of entry on Defendant,  
13 Objectors-Intervenors, and on any objector.

14 13. Non-opposition. Defendant agrees not to oppose Plaintiffs' and/or Objectors-  
15 Intervenors' Motion for Preliminary Approval, and Motion for Final Approval, to the extent said  
16 motions comport with this Settlement Agreement.

17 14. Adjustments to Components of Gross Settlement Amount. This Agreement  
18 contemplates that future adjustments to the amounts of components of the Gross Settlement  
19 Amount listed above may be necessary and/or may be ordered by the Court. Any such future  
20 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.  
21 Such future adjustments shall not constitute a basis for this Settlement being Void *Ab Initio*, but  
22 rather shall be accompanied by adjustments to other components of the Gross Settlement  
23 Amount, to avoid any increase in the Gross Settlement Amount.

24 15. Release. The Settlement includes a release of Released Claims against the  
25 Released Parties. Each Eligible Class Member shall be deemed, as of the Effective Date, to have  
26 provided and to be subject to the release of Released Claims against the Released Parties set forth  
27 in Exhibit 2 hereto. Named Plaintiffs and Objectors-Intervenors additionally agree that as of the  
28 Effective Date, each of them will be deemed to have provided and to be subject to the General

1 Release in favor of the Released Parties set forth in Exhibit 3 hereto.

2 16. Enforcement. This Agreement is enforceable pursuant Fed. R. Civ. P. 23 (e). If  
3 any Party is required to seek relief for an alleged breach of this Agreement, the prevailing party  
4 shall be awarded its reasonable attorney's fees and costs including, if necessary, attorney's fees  
5 in connection with collection efforts or enforcement of the confidentiality provisions of this  
6 Agreement; provided however, that the aggrieved Party shall be required to give notice to the  
7 opposing Party and meet and confer regarding the alleged breach before filing any motion, or  
8 application for enforcement of, this Agreement.

9 17. Taxation and Withholding; Settlement Checks.

10 (a) *Allocation.* The Parties agree that Thirty Percent (30)% of the Net  
11 Settlement Amount shall be allocated to Form W-2 wages, and Seventy  
12 Percent (70)% to penalties (including the LWDA Fund Remainder),  
13 interest, and other non-wages subject to Form 1099 reporting, and that the  
14 same allocations shall apply to each of the Eligible Class Member Shares.  
15 This allocation is for purposes of this Settlement only. The Class  
16 Administrator will pay from the QSF each Eligible Class Member Share,  
17 the Eligible Class Members' shares of payroll taxes, deductions,  
18 contributions and other amounts required to be paid to government  
19 agencies and/or tax authorities. The payment of such taxes, deductions,  
20 contributions and other amounts shall be calculated based upon  
21 Defendant's reasonably available records. The Class Administrator shall  
22 provide reasonable notice to Defendant's Counsel of any records required  
23 for purposes of computing taxes, deductions, contributions and other  
24 amounts, and Defendant shall undertake reasonable efforts to provide the  
25 Class Administrator with same. The Class Administrator shall provide, as  
26 appropriate, an IRS Form W-2 and Form 1099, and any other tax  
27 documentation required by law, to each Eligible Class Member payee.

28 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees

1 that (1) no provision of this Agreement, and no written communication or  
2 disclosure between or among the Parties or their respective counsel and/or  
3 other advisers is or was intended to be, nor shall any such communication  
4 or disclosure constitute or be construed or be relied upon as, tax advice  
5 within the meaning of United States Treasury Circular 230 (31 CFR part  
6 10, as amended); (2) each Party (a) has relied exclusively upon his, her or  
7 its own, independent legal and tax advisors for advice (including tax  
8 advice) in connection with this Agreement, (b) has not entered into this  
9 Agreement based upon the recommendation of any other Party or any  
10 Counsel or advisor to any other Party, and (c) is not entitled to rely upon  
11 any communication or disclosure by any other Counsel or advisor to any  
12 other Party to avoid any tax penalty that may be imposed on that Party;  
13 and (3) no attorney or advisor to any other Party has imposed any  
14 limitation that protects the confidentiality of any such attorney's or  
15 advisor's tax strategies (regardless of whether such limitation is legally  
16 binding) upon disclosure by the Party of the tax treatment or tax structure  
17 of any transaction, including any transaction contemplated by this  
18 Agreement. Neither Class Counsel nor Defendant or their Counsel will  
19 provide tax or financial advice, and Class Members are advised to seek  
20 independent professional advice as to the tax or financial consequences of  
21 any payment they receive, or may receive, as Class Members.

22 (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall  
23 be deemed not to be pensionable earnings and shall not have any effect on  
24 the eligibility for, or calculation of, any (i) employee benefits such as  
25 vacations, holiday pay, and/or retirement plans; and/or (ii) economic  
26 value-added incentive compensation and/or bonus programs applicable to  
27 the Eligible Class Members. The Parties agree that any monetary  
28 settlement payments to such Eligible Class Members do not represent any

1 modification of their previously credited hours of service or other  
 2 eligibility criteria under any employee pension benefit plan or employee  
 3 welfare benefit plan sponsored by the Released Parties. Any amounts paid,  
 4 pursuant to this Agreement, shall not be considered “compensation” in any  
 5 year for purposes of determining eligibility for, or benefit accrual within,  
 6 an employee pension benefit plan or employee welfare benefit plan  
 7 sponsored by the Released Parties. Strictly for purposes of calculating  
 8 benefits to nonexempt employees under incentive plans, Defendant, and  
 9 Defendant’s affiliates, shall calculate the “performance factor,”  
 10 “economic value added,” and/or other metrics of performance, through  
 11 treating this Settlement as though only \$2,900,000.00 were paid under the  
 12 settlement (thereby treating the Waiting Time Penalty Enhancement, and  
 13 PAGA penalty, as retained and not paid).

14 (d) *Non-Negotiated Instruments of Payment.* The expiration date of any  
 15 instruments of payment issued by the Class Administrator to Eligible  
 16 Class Members will be one hundred eighty (180) days from the date such  
 17 instruments are issued and sent.

18 18. Escalator Clause. Should the workweeks worked by the Class Members exceed  
 19 five percent (5%) of what Defendant represented in inducement to the Settlement (i.e., more than  
 20 90,000 workweeks worked by Class Members for the period between September 7, 2012 through  
 21 August 30, 2023, with an additional “Grace Allocation” of 4,500 workweeks), during the period  
 22 between September 7, 2012 and April 20, 2024, Defendant shall have the option to either: (A)  
 23 increase the Gross Settlement Amount on a proportional basis (e.g., if there is, for example, a six  
 24 (6) percent increase in the number of workweeks during the Class Period, Defendant may agree  
 25 to increase the Gross Settlement Amount by 1% (\$4,500,000 x 1% = \$45,000)); or (B) elect to  
 26 end the Class and PAGA Periods to the pay-period when the actual number of workweeks  
 27 triggers this Escalator Clause in lieu of paying an increase to the Gross Settlement Amount.

28 19. Defendant’s Payment of the Settlement Payment Amount. Upon the Effective

1 Date, the Class Administrator shall forthwith establish all financial accounts necessary to  
2 establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel, Class  
3 Counsel, and Objectors-Intervenors' Counsel by email that such accounts have been established  
4 and of the payment details necessary to fund the Qualified Settlement Fund. The Class  
5 Administrator shall also advise Defendant as to any amounts it will be required to pay for its  
6 portion of any payroll taxes, deductions, contributions and other amounts required to be paid to  
7 government agencies and/or tax authorities as a result of this Settlement (hereinafter,  
8 "Defendant's Payroll Tax"). After the Defendant's receipt of such notice from the Class  
9 Administrator, and provided that the Effective Date has occurred, Defendant shall make such  
10 payment, not to exceed, in aggregate, the Settlement Payment Amount and Defendant's Payroll  
11 Tax. Defendant shall make such payment within thirty (30) days after receipt of such notice from  
12 the Class Administrator, as well as an IRS Form W-4 for the QSF, and wire instructions for the  
13 wiring of the full amount to be paid. Within ten (10) days after all funds necessary to fully fund  
14 the Qualified Settlement Fund are in the accounts established by the Class Administrator and are  
15 available for disbursement, the Class Administrator shall disburse, pursuant to this Settlement  
16 and other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class  
17 Member, as well as the LWDA Fund, the Named Plaintiffs' Enhancements, the Class  
18 Administration Costs, the Class Counsel Fees and Costs, and Defendant's Payroll Tax. In  
19 disbursing the LWDA Fund, the Class Administrator shall also submit to the LWDA any  
20 information or documentation required for such disbursement, such as a copy of the Court's Final  
21 Approval order. The Class Administrator shall promptly notify Class Counsel and Defendant's  
22 Counsel by email that such disbursements and submissions have been made.

23       20. Defendant's Policy and Practice Changes. Defendant shall continue to remove,  
24 disable and/or de-activate any speakers connected to the paging system at its Fairfield, California  
25 facility, to the extent such speakers are located within the break room or other designated break  
26 areas at the Fairfield, California facility. As consideration for Objector Martin's release of his  
27 Labor Code section 6300 PAGA claim, Defendant Ball has modified its policies and procedures  
28 to provide that whenever a new hazardous material is introduced into the work area at the

1 Fairfield Plant, Defendant will conduct an assessment to evaluate which employees will be  
2 reasonably anticipated to be exposed to such materials, and those employees will be trained, to  
3 the extent appropriate, on reasonably foreseeable exposures on the job and general classes of  
4 hazardous chemicals. These policy changes reflect no admission of liability or wrongdoing by  
5 any Party.

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

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

25 23. Named Plaintiffs' Warranty of Age. Named Plaintiffs each warrant that they are,  
26 as of the date of their execution of this Agreement below, more than forty (40) years of age.

27 24. Other Actions Enjoined. Defendant shall have the right to request, and neither  
28 Named Plaintiffs nor Objectors-Intervenors will not oppose, that the Court enter an order that

1 pending Final Approval, Class Members who do not opt-out of the Settlement are barred from  
 2 instituting or prosecuting any claims or actions against the Released Parties which fall within the  
 3 definition of the Released Claims and that any pending actions against the Released Parties,  
 4 whether in court or arbitration, are stayed on an interim basis only as to any claims which fall  
 5 within the definition of the Released Claims.

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

<b>Counsel for Plaintiffs:</b>	<b>Counsel for Defendant:</b>
13 Matthew R. Eason 14 mattew@capcitylaw.com 15 EASON & TAMBORNINI, ALC 16 1234 H Street, Suite 200 17 Sacramento, CA 95814 18 Telephone: (916) 438-1819 19 Facsimile: (916) 438-1820	Jason A. Geller jgeller@fisherphillips.com Fisher & Phillips LLP 1 Montgomery Street, Ste. 3400 San Francisco, CA 94104  John K. Skousen jskousen@fisherphillips.com Fisher & Phillips, LLP 2050 Main Street, Ste. 1000 Irvine, CA 92614  Aaron M. Cargain <a href="mailto:acargain@fisherphillips.com">acargain@fisherphillips.com</a> Fisher & Phillips LLP 1 Montgomery Street, Ste. 3400 San Francisco, CA 94104
<b>Counsel for Objectors-Intervenors:</b>	
24 BLADY WORKFORCE LAW GROUP LLP 25 I. BENJAMIN BLADY 26 5757 Wilshire Boulevard, Suite 535 27 Los Angeles, CA 90036 28 Phone: (323) 933-1352 Email: <a href="mailto:bbldy@bwlawgroup.com">bbldy@bwlawgroup.com</a>  LESCHES LAW LEVI LESCHES	

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5757 Wilshire Boulevard, Suite 535 Los Angeles, CA 90036 Phone: (323) 900-0580 Email: levi@lescheslaw.com	
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26. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA. Objector–Intervenor Martin’s counsel shall also be responsible for giving any required notice of this Settlement to the LWDA with respect to the release of the claims released herein.

27. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced. Nothing herein affects or limits the claims, allegations, causes of action or theories asserted in Martin’s June 4, 2024, Second Amended Complaint in that action, and in the proposed Third Amended Complaint that is the subject of his August 16, 2024, Motion for Leave, and nothing in this agreement resolves the claims, allegations, causes of action or theories asserted in those pleadings.

28. Limited Waiver of Arbitration. Upon the Effective Date, Defendant and Eligible Class Members will be deemed to have waived, for purposes of this Settlement only, any

1 contractual right to arbitrate Released Claims. Defendant waives the right to compel arbitration  
2 of such Released Claims by Eligible Class Members, for purposes of giving effect to this  
3 Settlement only, and conditional upon the Effective Date being reached. Nothing in this  
4 Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel  
5 arbitration as to any claims other than the Released Claims of Eligible Class Members.

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

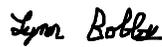
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11 DATE: 01/08/2025

  
\_\_\_\_\_  
ROBERT WESTFALL  
PLAINTIFF AND CLASS REPRESENTATIVE

12  
13 DATE: 01/06/2025

  
\_\_\_\_\_  
DAVID ANDERSON  
PLAINTIFF AND CLASS REPRESENTATIVE

14  
15 DATE: 01/07/2025

  
\_\_\_\_\_  
LYNN BOBBY  
PLAINTIFF AND CLASS REPRESENTATIVE

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17 DATE: 01/06/2025

  
\_\_\_\_\_  
DAVID ELLINGER  
PLAINTIFF AND CLASS REPRESENTATIVE

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23 DATE: \_\_\_\_\_

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RICHARD MARTIN  
OBJECTOR

24  
25  
26 DATE: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:  
Printed Titled:  
For Defendant BALL METAL BEVERAGE  
CONTAINER CORPORATION

1 contractual right to arbitrate Released Claims. Defendant waives the right to compel arbitration  
2 of such Released Claims by Eligible Class Members, for purposes of giving effect to this  
3 Settlement only, and conditional upon the Effective Date being reached. Nothing in this  
4 Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel  
5 arbitration as to any claims other than the Released Claims of Eligible Class Members.

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

11 DATE: \_\_\_\_\_  
12 \_\_\_\_\_  
13 ROBERT WESTFALL  
14 PLAINTIFF AND CLASS REPRESENTATIVE

14 DATE: \_\_\_\_\_  
15 \_\_\_\_\_  
16 DAVID ANDERSON  
17 PLAINTIFF AND CLASS REPRESENTATIVE

17 DATE: \_\_\_\_\_  
18 \_\_\_\_\_  
19 LYNN BOBBY  
20 PLAINTIFF AND CLASS REPRESENTATIVE

20 DATE: \_\_\_\_\_  
21 \_\_\_\_\_  
22 DAVID ELLINGER  
23 PLAINTIFF AND CLASS REPRESENTATIVE

23 DATE: 01 / 09 / 2025  
24 \_\_\_\_\_  
25 RICHARD MARTIN  
26 OBJECTOR AND CONDITIONALLY  
27 CERTIFIED CLASS REPRESENTATIVE



26 DATE: 13 January 2025  
27 \_\_\_\_\_  
28 *Erica Baldini*  
Printed Name: Erica Baldini  
Printed Titled: VP, Global HRBP Supply Chain & Operat  
For Defendant BALL METAL BEVERAGE  
CONTAINER CORPORATION

1 APPROVED AS TO FORM AND CONTENT:

2 EASON & TAMBORNINI, ALC

3 DATE: 01/07/2025

4 By: 

MATTHEW R. EASON  
Attorneys for Plaintiff  
ROBERT WESTFALL

5  
6  
7  
8 DATE: \_\_\_\_\_

LESCHEs LAW

9  
10 By: \_\_\_\_\_

LEVI LESCHES

11 Attorney for Objectors-Intervenors  
12 RICHARD MARTIN  
13 ANDRE BERNSTEIN

14 DATE: \_\_\_\_\_

FISHER & PHILLIPS LLP

15  
16 By: \_\_\_\_\_

17 JOHN K. SKOUSEN  
18 JASON A. GELLER  
19 AARON CARGAIN  
Attorneys For Defendant  
20 BALL METAL BEVERAGE CONTAINER  
CORP.

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DATE: 01 / 09 / 2025



ANDRE BERNSTEIN  
OBJECTOR

APPROVED AS TO FORM AND CONTENT:

EASON & TAMBORNINI, ALC

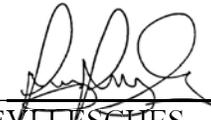
DATE: \_\_\_\_\_

By: \_\_\_\_\_

MATTHEW R. EASON  
Attorneys for Plaintiff  
ROBERT WESTFALL

DATE: 01 / 09 / 2025

LESCHES LAW

By:   
LEVI LESCHES

Attorney for Objectors-Intervenors  
RICHARD MARTIN  
ANDRE BERNSTEIN

DATE: January 14, 2025

FISHER & PHILLIPS LLP

By:   
JOHN K. SKOUSEN

JASON A. GELLER  
AARON CARGAIN  
Attorneys For Defendant  
BALL METAL BEVERAGE CONTAINER  
CORP.