

# **EXHIBIT A**

1 GIBSON, DUNN & CRUTCHER LLP  
2 CATHERINE A. CONWAY, SBN 98366  
3 cconway@gibsondunn.com  
4 MATTHEW HOFFMAN, SBN 227351  
5 mhoffman@gibsondunn.com  
6 KATHERINE V.A. SMITH, SBN 247866  
7 ksmith@gibsondunn.com  
8 333 South Grand Avenue  
9 Los Angeles, California 90071-3197  
10 Telephone: 213.229.7000  
11 Facsimile: 213.229.7520

12 Attorneys for Defendant  
13 GRUNDFOS PUMPS CORPORATION

14 JONES LAW FIRM  
15 CHARLES A. JONES, SBN 224915  
16 Caj@cjoneslawfirm.com  
17 KELLY MCINERNEY, SBN 200017  
18 Kelly@cjoneslawfirm.com  
19 9585 Prototype Court, Suite B  
20 Reno, Nevada 89521  
21 Telephone: 775.853.6440  
22 Facsimile: 775.853.6445

23 Attorneys for Plaintiffs  
24 MARY BARBER AND ISABEL FERNANDEZ

25 SUPERIOR COURT OF THE STATE OF CALIFORNIA

26 FOR THE COUNTY OF FRESNO

27 MARY BARBER and ISABEL  
28 FERNANDEZ, as individuals and on behalf of  
all others similarly situated,

Plaintiffs,

v.

GRUNDFOS PUMPS CORPORATION, a  
California corporation, and DOES 1-20,  
inclusive,

Defendants.

Case No. 14CECG00166 KCK

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT; SETTLEMENT  
AGREEMENT AND RELEASE**

Action Filed: January 21, 2014  
Trial Date: September 2, 2015

*ASJ*

1 Plaintiffs Mary Barber and Isabel Fernandez, individually and on behalf of all similarly  
2 situated current and former employees (collectively "Plaintiffs"), and Defendant Grundfos Pumps  
3 Corporation and its affiliates (collectively, "Defendant" or "Grundfos"), in consideration for and  
4 subject to the terms and conditions hereof and final approval by the Court pursuant to California  
5 Rules of Court 3.769(a), hereby enter into this Joint Stipulation of Class Action Settlement,  
6 Settlement Agreement and Release ("Settlement Agreement"). This Settlement Agreement is  
7 intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released  
8 claims subject to the terms and conditions set forth in this settlement. Plaintiffs and Defendant are  
9 sometimes referred to herein as "the Parties."

10 RECITALS

11 WHEREAS, on or about January 21, 2014, Plaintiffs initiated a representative and class  
12 action lawsuit against Defendant in Superior Court of California, County of Fresno, alleging  
13 violations of California's Labor Code, in an action captioned *Mary Barber v. Grundfos Pumps*  
14 *Corporation*, Case No. 14CECG00166 KCK;

15 WHEREAS, on or about October 28, 2014, Plaintiffs filed a First Amended Complaint  
16 ("FAC") in the action now captioned *Mary Barber and Isabel Fernandez v. Grundfos Pumps*  
17 *Corporation*, Case No. 14CECG00166 KCK;

18 WHEREAS, Plaintiffs, by and through Class Counsel (defined below) have conducted  
19 extensive investigation into the facts and law relating to the matters alleged in their FAC;

20 WHEREAS, the Parties engaged in extensive negotiations and exchange of data, documents,  
21 and information;

22 WHEREAS, Plaintiffs and Class Counsel hereby acknowledge that in the course of their  
23 investigation and the Parties' negotiation they received, examined, and analyzed information and  
24 materials, including formal discovery, informal disclosures between the Parties, and other  
25 investigation undertaken by Class Counsel, that they deem necessary and appropriate to enable them  
26 to enter into this Settlement Agreement on a fully informed basis;

27 WHEREAS, this Settlement Agreement was reached as a result of extensive arm's length  
28 negotiations between Class Counsel and counsel for Defendant, and a mediation session with a  
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1 respected mediator—the Honorable Carl J. West (Ret.) of JAMS;

2 WHEREAS, based on their investigation and evaluation of this case, Class Counsel have  
3 concluded that the settlement with Defendant for the consideration and on the terms set forth in this  
4 Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class  
5 in light of all known facts and circumstances, including the risk of significant delay, defenses asserted  
6 by Defendant, numerous potential appellate issues, and other risks inherent in litigation;

7 WHEREAS, Defendant denies each and all of the claims alleged by Plaintiffs in the Class  
8 Action, including but not limited to the alleged failure to furnish timely and accurate wage statements  
9 and pay wages and/or premiums at the proper regular rate, and expressly denies any and all charges  
10 of wrongdoing or liability arising out of any of the acts, omissions, facts, matters, transactions, or  
11 occurrences alleged, or that could have been alleged, in the Class Action (as defined below);

12 WHEREAS, because Defendant contends it has complied with its obligations under federal  
13 and California state law, Defendant contends that Plaintiffs' claims that were or could have been  
14 alleged in the present lawsuit will fail;

15 WHEREAS, Defendant has taken into account the uncertainty and risks inherent in any  
16 litigation and has also concluded that further conduct of the instant action would be protracted and  
17 expensive, and therefore has determined that it is desirable and beneficial that the instant action be  
18 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement;

19 WHEREAS, Defendant has agreed to class action treatment of the claims alleged in the Class  
20 Action solely for the purpose of effecting the compromise and settlement of these claims on a class  
21 basis as set forth herein;

22 WHEREAS, neither this Settlement Agreement, nor any document referred to or  
23 contemplated herein, nor any action taken to carry out this Settlement Agreement, is, may be  
24 construed as, or may be used as an admission, concession, or indication by or against Defendant of  
25 any fault, wrongdoing or liability whatsoever;

26 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the  
27 Parties, through their respective counsel, that the Class Action (as defined below) will be fully and  
28 finally compromised, settled, and released upon (a) final settlement approval by the Court after the

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT; SETTLEMENT AGREEMENT AND RELEASE

h/b

1 hearings as provided for in this Settlement Agreement, (b) a Final Order and Judgment (as defined  
2 below) entered dismissing the Class Action with prejudice, and (c) the Effective Date (as defined  
3 below) being reached, and subject to the terms and conditions of this Settlement Agreement as  
4 follows:

5 **DEFINITIONS**

6 In addition to other terms defined in this Settlement Agreement, the terms below have the  
7 following meaning in this Settlement Agreement:

8 1. "Administrative Costs" shall mean the estimated costs for administering the settlement  
9 and claims process, including providing the Settlement Notice and Claims Form, various efforts to  
10 locate Settlement Class Members, and coordinating the payment of claims on behalf of the Settlement  
11 Class.

12 2. "Attorneys' Fees and Costs" shall mean the amount to be paid to Class Counsel under  
13 the terms of this Settlement Agreement.

14 3. "Claims Administrator" shall mean the qualified third party that has been selected by  
15 the Parties and approved by the Court in the Preliminary Approval Order to provide notice of this  
16 proposed class action settlement to the Settlement Class and to perform other related functions to  
17 administer the settlement contemplated by this Settlement Agreement as described herein. The  
18 Parties agree to recommend that the Court appoint Phoenix Settlement Administrators as the Claims  
19 Administrator.

20 4. "Claims Form" means the form that a participating Settlement Class Member must  
21 timely submit to claim his or her Settlement Share, in the form evidenced by Exhibit B to this  
22 Settlement Agreement and incorporated by reference into this Settlement Agreement.

23 5. "Class Action" shall mean the civil action entitled *Mary Barber and Isabel Fernandez,*  
24 *as individuals and on behalf of all others similarly situated v. Grundfos Pumps Corporation, a*  
25 *California corporation, and Does 1-20, inclusive*, Case No. 14CECG00166.

26 6. "Class Counsel" shall mean Charles A. Jones and Kelly McInerney of Jones Law  
27 Firm.

28 7. "Class Period" shall mean January 21, 2011 to December 14, 2013.

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1           8.     “Court” means the Superior Court of California, County of Fresno, and the Judge  
2 assigned to the Class Action.

3           9.     “Defense Counsel” shall mean Catherine A. Conway, Matthew Hoffman, and  
4 Katherine V.A. Smith of the law firm Gibson, Dunn & Crutcher LLP.

5           10.    “Effective Date” shall mean seven (7) days after *all* of the following conditions have  
6 been satisfied:

- 7           a.     Execution of this Settlement Agreement by all Parties, Class Counsel and  
8                 counsel for Defendant;
- 9           b.     Submission of this Settlement Agreement to the Court, along with appropriate  
10                motions and request for approval of this Settlement Agreement by the Court;
- 11           c.     Preliminary approval of the settlement by the Court;
- 12           d.     Mailing of the Settlement Notice to the Settlement Class Members in  
13                 accordance with the Court’s Preliminary Approval Order;
- 14           e.     Expiration of the opt-out date as defined in the Settlement Notice;
- 15           f.     Five percent (5%) or fewer of the Settlement Class Members submit timely  
16                 and valid requests to opt-out of the Settlement Class (or if more than five  
17                 percent (5%) opt-out, Defendant does not exercise its right to rescind and void  
18                 the Settlement Agreement);
- 19           g.     A Fairness Hearing, final approval of the settlement by the Court, and entry of  
20                 the Final Order and Judgment by the Court approving this Settlement  
21                 Agreement and dismissing the Class Action with prejudice. Except that, in the  
22                 event there are written objections made prior to the Fairness Hearing, or an  
23                 appeal of the Court’s approval of the settlement taken, then the Effective Date  
24                 shall be the later of the following events: when the period for filing any appeal,  
25                 writ or other appellate proceeding opposing the settlement has elapsed without  
26                 any appeal, writ or other appellate proceeding having been filed; or any appeal,  
27                 writ or other appellate proceeding opposing the settlement has been dismissed  
28                 finally and conclusively with no right to pursue further remedies or relief; or

1 any appeal, writ or other appellate proceeding has upheld the Court's Final  
2 Order and Judgment with no right to pursue further remedies or relief. The  
3 occurrence of the Effective Date is a prerequisite to any distributions from the  
4 Settlement Fund;

5 h. This Settlement Agreement is not modified in any material way by Order of  
6 the Court. In the event that the Court does not execute and file a Final Order  
7 and Judgment; that any such Final Order and Judgment does not become final  
8 for any reason, or is modified in any material respect, that the Effective Date  
9 does not occur; or that any of the conditions set forth above do not occur, this  
10 Settlement Agreement shall be deemed null and void and shall be of no force  
11 or effect whatsoever, shall not be referred to or utilized for any purpose  
12 whatsoever, and any or all of the Settlement Fund wired to the Claims  
13 Administrator shall be refunded to Defendant; and

14 i. Named Plaintiffs' execution of General Releases referenced below.

15 11. "Enhancement Award" shall mean a sum to be paid to the Named Plaintiffs.

16 12. "Fairness Hearing" means the hearing that is to take place after the entry of the  
17 Preliminary Approval Order and after the Settlement Notice for purposes of: (a) entering the Final  
18 Order and Judgment and dismissing the Class Action with prejudice; (b) determining whether this  
19 Settlement Agreement should be approved as fair, reasonable, adequate and in the best interests of the  
20 Settlement Class Members; and (c) to rule upon an application by Class Counsel for an award of  
21 attorneys' fees.

22 13. "Final Order and Judgment" means an order fully and finally approving the Settlement  
23 Agreement and dismissing the Class Action with prejudice.

24 14. "Named Plaintiffs" shall mean Mary Barber and Isabel Fernandez.

25 15. "Preliminary Approval Order" shall mean the Court's order granting preliminary  
26 approval of the Settlement without material change.

27 16. "Released Claims" shall mean any and all claims, judgments, liens, losses, debts,  
28 liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, rights,

1 damages, suits, indemnities, actions, and causes of action of every nature and description whatsoever  
2 in law, equity or otherwise, whether known or unknown, ascertained or unascertained, suspected or  
3 unsuspected, disclosed or undisclosed, contingent or accrued, existing or claimed to exist, as of the  
4 Effective Date by Plaintiffs and all Settlement Class Members (and Plaintiffs' and Settlement Class  
5 Members' respective heirs, executors, administrators, representatives, agents, attorneys, partners,  
6 successors, predecessors-in-interest, and assigns) arising out of or related to the dispute which is the  
7 subject of the Class Action or which could have been asserted in the Class Action based on the facts  
8 alleged, whether in contract, violation of any state or federal statute, rule or regulation, arising out of,  
9 concerning or in connection with any act or omission alleged in the FAC by or on the part of  
10 Released Parties, including, without limitation, those relating to wage statements, record-keeping,  
11 and the failure to pay wages and/or premiums at the proper regular rate arising under the California  
12 Labor Code, California Industrial Welfare Commission Wage Order 1-2001, California's Unfair  
13 Competition Law, California's Business & Professions Code, and/or California's Private Attorney  
14 General Act ("PAGA"), or any other California or federal laws relating to the furnishing of wage  
15 statements based on the facts alleged in the FAC from January 21, 2011, through December 14, 2013.

16 17. "Released Parties" shall mean Defendant Grundfos Pumps Corporation, including  
17 each of its current or former officers, directors, shareholders, agents, managers, advisors, insurers,  
18 attorneys, representatives, trustees, administrators, and each of their current or former parents,  
19 subsidiaries, affiliates, joint venturers, partners, and other related or affiliated entities, and the current  
20 or former predecessors or successors and heirs and executors of each of these persons or entities.

21 18. "Releasing Parties" means Plaintiffs, all Settlement Class Members, and each of their  
22 predecessors, successors, assigns, heirs, or executors.

23 19. "Settlement" means the disposition of the Class Action and all related claims  
24 effectuated by this Settlement Agreement.

25 20. "Settlement Class" or "Settlement Class Members" shall mean: (1) all current and  
26 former Fresno-based hourly non-exempt employees of Grundfos during the Class Period, and shall  
27 include two mutually exclusive sub-classes:

28 a. "Alternate Rate Sub-Class" shall mean all Settlement Class Members who, at



1 any time between January 21, 2011 and December 14, 2013, earned overtime, double-time, shift  
2 differentials, lead pay, or other compensation for time worked that was paid at anything other than  
3 their respective base rate.

4 b. "Base Rate Sub-Class" shall mean all Settlement Class Members who, for the  
5 entirety of the period between January 21, 2011 and December 14, 2013, only earned compensation  
6 for time worked paid at their respective base rate.

7 21. "Settlement Fund" refers to \$1,250,000, which is the total and maximum non-  
8 revisionary amount Defendant will be required to pay pursuant to this Settlement Agreement. The  
9 Settlement Fund will include the following elements: (i) payments to Settlement Class Members as  
10 described herein; (ii) Enhancement Awards to Named Plaintiffs as described herein; (iii) Class  
11 Counsel's Attorneys' Fees and Costs as described herein; (iv) Administrative Costs, as described  
12 herein, and (v) payment to the State of California pursuant to PAGA, as described herein.

13 22. "Settlement Notice" refers to the official notice of settlement of class action, attached  
14 hereto as Exhibit A.

#### 15 TERMS OF SETTLEMENT AGREEMENT

#### 16 I. SETTLEMENT CONSIDERATION

17 23. In consideration for settlement of the Class Action and the release of all claims of the  
18 Settlement Class, Defendant agrees to pay the sum of \$1,250,000 as the Settlement Fund. Any  
19 Administrative Costs, Attorneys' Fees and Costs, and Enhancement Awards for the Named Plaintiffs  
20 shall be deducted from the Settlement Fund. The Settlement Fund is the maximum total non-  
21 revisionary amount Defendant is required to pay for any and all purposes under this Settlement  
22 Agreement.

23 24. Ten (10) business days after entry of the Final Order and Judgment by the Court,  
24 Defendant shall wire the Settlement Fund of \$1,250,000 to the Claims Administrator. The Parties  
25 have agreed to the appointment of Phoenix Settlement Administrators to serve as the Claims  
26 Administrator for the purpose of administering the settlement and claims process.

#### 27 A. Enhancement/Incentive Award

28 25. Class Counsel will ask the Court for an Enhancement/Incentive Award for the Named

1 Plaintiffs' roles in prosecuting the Class Action, taking the risks of serving as the named  
2 representatives, providing factual information and documentation necessary to the prosecution of the  
3 Class Action, providing a General Release of all claims, maintaining contact with Class Counsel, and  
4 other participation necessary to the successful prosecution of the Class Action. The Notice will  
5 advise Settlement Class Members of the amount being sought on behalf of the Named Plaintiffs for  
6 an Enhancement/Incentive Award. In advance of the Fairness Hearing, Class Counsel will request  
7 that the Court approve such Enhancement/Incentive Award, not to exceed \$10,000, to each Named  
8 Plaintiff (not to exceed \$20,000 total), subject to Court approval. Defendant agrees not to oppose  
9 such request. In exchange for Defendant agreeing not to oppose Class Counsel's request for an  
10 Enhancement/Incentive Award, the Named Plaintiffs' Counsel agrees not to publicize the settlement  
11 beyond what is required and/or expressly approved by the court. Named Plaintiffs agree to execute a  
12 General Release as to any and all claims they might have against Defendant and the Released Parties,  
13 whether such claim is known or unknown, in the form attached hereto as Exhibit C, such form to be  
14 executed after final approval of settlement by the Court. Notwithstanding the above, the Named  
15 Plaintiffs shall receive payment of any Enhancement/Incentive Award ordered by the Court only after  
16 executing and delivering to Defendant this Settlement Agreement and a separate General Release of  
17 all known and unknown claims against Defendant, and the Effective Date has passed. The  
18 prohibition on publicity by Plaintiffs' counsel includes without limitation, press releases, social  
19 media posts and posting on websites. This prohibition does not apply to named Plaintiffs, who may  
20 discuss the settlement with Class Members. Defendant's agreement not to oppose any request for an  
21 Enhancement/Incentive Award for the Named Plaintiffs is not contingent on the Named Plaintiffs'  
22 support for this Settlement.

23 **B. Attorneys' Fees and Costs**

24 26. In consideration for settling this matter and in exchange for the Released Claims,  
25 Defendant shall not object to Class Counsel's request for receipt of payment up to one third of the  
26 Settlement Fund (**\$416,666.00**), to compensate for all Attorneys' Fees associated with the prosecution  
27 and administration of this action, as well as costs of litigation, not to exceed **\$20,000.00** (collectively,  
28 **\$436,666.00** in Attorneys' Fees and Costs). Class Counsel will submit an application for Attorneys'

1 Fees and Costs to the Court for approval prior to the date of the Fairness Hearing. Defendant agrees  
2 not to contest this application. The ultimate amount awarded is to be determined by the Court, and  
3 Defendant is not agreeing to pay any specific amount other than the amount awarded by the Court.

4 27. Within 10 days after the Effective Date, the Claims Administrator shall make payment  
5 to Class Counsel from the Settlement Fund the Attorneys' Fees and Costs consisting of the total  
6 Court-approved attorneys' fees, as well as the total Court-approved litigation costs accrued as of the  
7 date of the Final Approval Hearing. Such payment by the Claims Administrator will be in lieu of  
8 statutory fees Plaintiffs and/or their attorneys might otherwise have been entitled to recover, and this  
9 amount shall be inclusive of all fees and costs of Class Counsel in the Class Action. Class Counsel  
10 will not seek in excess of \$436,666.00 for Attorneys' Fees and Costs and, in any event, Class Counsel  
11 agree that Defendant shall not pay, or be obligated to pay, in excess of \$436,666.00 for Attorneys'  
12 Fees and Costs. The Parties negotiated Attorneys' Fees and Costs only after reaching an agreement  
13 upon the relief provided to the Settlement Class as provided in Paragraphs 23 through 25.

14 28. The Parties agree that, over and above the lesser of either (a) the total amount of  
15 Court-approved Attorneys' Fees and Costs award in this lawsuit; or (b) the sum of \$436,666.00, the  
16 Named Plaintiffs and Defendant shall each bear their own fees and costs relative to the investigation,  
17 filing, prosecution or settlement of the Class Action; the negotiation, execution, or implementation of  
18 this Settlement Agreement; and/or the process of obtaining, administering or challenging a  
19 Preliminary Approval Order and/or Final Order and Judgment.

20 29. Any order, finding, ruling, holding, or proceeding relating to any such applications for  
21 Attorneys' Fees and Costs, or any separate appeal from any separate order, finding, ruling, holding,  
22 or proceeding relating to them or reversal or modification of them, shall not operate to terminate or  
23 cancel this Settlement Agreement or otherwise affect or delay the finality of the Final Order and  
24 Judgment or the Settlement.

25 **C. Administrative Costs**

26 30. The Administrative Costs associated with administering the settlement and claims  
27 process shall be deducted from the Settlement Fund.

1           **D.     No Effect on Benefits for Settlement Class Members**

2           31.     Grundfos will not use the settlement payments for determination of eligibility for, or  
3 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
4 Settlement Class Members, and Grundfos will not modify the Settlement Class Members' previously-  
5 credited hours of service or other eligibility criteria under any employee pension benefit plan or  
6 employee welfare plan sponsored by Grundfos, unless otherwise required by law.

7           **E.     Allocation**

8           32.     The "Net Settlement Proceeds" shall equal the Settlement Fund minus the total of (i)  
9 Court-approved Attorneys' Fees and Costs; (ii) Court-approved Enhancement Award to Plaintiffs;  
10 and (iii) all fees, costs, and expenses of the Administrator in connection with the settlement and  
11 claims administration including, without limitation, those connected with providing notice to the  
12 members of the Settlement Class and making settlement distributions to members of the Settlement  
13 Class; and (iv) \$7,500 paid to the State of California, representing 75 percent of the \$10,000 the  
14 Parties have agreed to allocate to the settlement of Plaintiffs' PAGA claims.

15           33.     Subject to the terms and conditions of this Settlement Agreement, the Claims  
16 Administrator will pay a "Settlement Share" from the Net Settlement Proceeds to any Settlement  
17 Class Member who submits a valid and timely Claims Form as follows:

18                 a.     Each Base Rate Sub-Class Member who received a wage statement between  
19 January 21, 2011 and December 14, 2013 and submits a valid and timely Claims Form will receive a  
20 Settlement Share of \$155.60. According to Defendant's records, there are 15 Base Rate Sub-Class  
21 Members.

22                 b.     Each Alternate Base Rate Sub-Class Member who submits a valid and timely  
23 Claims Form will receive a Settlement Share based on the number of pay periods between January  
24 21, 2011 and December 14, 2013 for which they earned overtime, double-time, shift differentials,  
25 lead pay, or other compensation for time worked that was paid at anything other than their respective  
26 base rate. According to Defendant's records, there are 263 Alternate Base Rate Sub-Class Members.  
27 Such Settlement Shares shall be allocated as follows:

# Pay Periods For Which Employee Earned Compensation For Time Worked That Was Paid At Anything Other Than Base Rate (January 21, 2011 – December 14, 2013)	Settlement Share
1-10	\$500
11-20	\$1000
21-30	\$2000
31-40	\$3000
41+	\$4000

34. The Parties recognize and agree that the formula for allocating the Net Settlement Proceeds to the Settlement Class provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to the persons within the definition of the Settlement Class.

35. Each Party and Settlement Class Member will be responsible for his, her, or its own tax obligations. Each Settlement Class Member's Settlement Share is meant to compensate the Settlement Class Member for alleged penalties, which will be reported to the IRS on Form 1099.

36. A Settlement Class Member will receive no Settlement Share if he or she fails to submit a valid and timely Claims Form. Settlement Shares allocated to Settlement Class Members who fail to submit valid and timely Claims Forms shall be redistributed proportionately and paid to those Settlement Class Members who timely submit a valid Claims Form. This will be accomplished by dividing the amount of unclaimed Settlement Shares by the number of Settlement Class Members who submit timely and valid Claims Forms.

37. Any portion of the Settlement Fund that remains in the possession of the Claims Administrator as of 210 days following the Effective Date (including any uncashed or returned settlement payments) shall be paid to the Alliance for Children's Rights, and/or any 501(c)(3) nonprofit programs or organizations dedicated to child advocacy. Defendant shall provide the Claims Administrator with the names, contact information, and mailing addresses necessary to effectuate any payments made pursuant to this paragraph.

## II. RELEASES

38. In exchange for the payments by Defendant as described herein, upon the Effective Date and by operation of the Final Order and Judgment, and except as to such rights or claims as may be created by this Settlement Agreement, the Releasing Parties, including the Named Plaintiffs (who

1 shall not opt-out), jointly, severally, shall, and hereby do fully, finally and forever release, relinquish  
2 and discharge all Released Claims against the Released Parties.

3 39. Released Claims include any unknown claims that members of the Settlement Class  
4 do not know or suspect to exist in their favor, except those claims that, if known, might have  
5 materially affected this Settlement Agreement with Defendant and release of Released Parties.  
6 Released Claims do not include any workers' compensation claims, claims for physical bodily harm,  
7 discrimination claims, or any other claims not directly related to the Released Claims.

8 40. The Parties intend that this Settlement Agreement shall be binding on all non-opt-out  
9 members of the Settlement Class, whether or not they actually receive a payment pursuant to this  
10 Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a  
11 complete and total defense to any Released Claims if raised in the future. Members of the Settlement  
12 Class who have opted out of the Settlement by the date set by the Court do not release their claims  
13 and will not obtain any benefits of the Settlement.

14 41. Releasing Parties waive any right they may have to missing, inaccurate, or incomplete  
15 wage statements; compensation related to missing, inaccurate, or incomplete wage statements;  
16 penalties related to missing, inaccurate, or incomplete wage statements; penalties, damages, or other  
17 remedies for other claims alleged in the FAC, or any other matter alleged in or related to the  
18 allegations in the FAC, except as provided for in this Settlement Agreement.

19 42. Upon the Effective Date, to the extent allowed by California Law, Named Plaintiffs  
20 expressly, knowingly, and voluntarily waive all rights and benefits afforded by Section 1542 of the  
21 California Civil Code as to any claims, damages, or causes of action arising out of the dispute which  
22 is the subject of this litigation, including without limitation any and all claims for overtime. Section  
23 1542 of the California Civil Code provides:

24 **A general release does not extend to claims which the creditor does not know or**  
25 **suspect to exist in his or her favor at the time of executing the release, which if**  
26 **known by him or her must have materially affected his or her settlement with the**  
27 **debtor.**

28 43. Named Plaintiffs expressly waive and relinquish any and all rights and benefits that

AFB

1 they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the  
2 California Civil Code, or any other law of any state or territory that is similar, comparable, or  
3 equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits  
4 pertaining to the Released Claims. In connection with such waiver and relinquishment, the Named  
5 Plaintiffs hereby acknowledge that they are aware that they or their attorneys may hereafter discover  
6 claims or facts in addition to or different from those that they now know or believe exist with respect  
7 to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release  
8 all of the Released Claims known or unknown, suspected or unsuspected, contingent or non-  
9 contingent, which now exist, or heretofore have existed, upon any theory of law or equity now  
10 existing or coming into existence in the future, including, but not limited to, conduct that is  
11 intentional, negligent, with or without malice, or a breach of any duty, law, or rule, without regard to  
12 the subsequent discovery or existence of such different or additional facts, that they have against the  
13 Released Parties. In furtherance of such intention, the release herein given by the Named Plaintiffs to  
14 the Released Parties shall be and remain in effect as a full and complete general release  
15 notwithstanding the discovery or existence of any such additional different claims or facts. The  
16 Named Plaintiffs expressly acknowledge that they have been advised by their attorney of the contents  
17 and effect of Section 1542, and with knowledge, the Named Plaintiffs hereby expressly waive  
18 whatever benefits they may have had pursuant to such section. Named Plaintiffs acknowledge that  
19 the foregoing waiver was separately bargained for and a material element of the Settlement of which  
20 this release is a part.

21 **III. SCOPE AND EFFECT OF CERTIFICATION OF THE SETTLEMENT CLASS**

22 44. For purposes of settlement only, the Parties and their counsel agree that the Court  
23 should make preliminary findings and enter the Preliminary Approval Order granting provisional  
24 certification of the Settlement Class subject to final findings and ratification in the Final Order and  
25 Judgment, and appointing Named Plaintiffs as the representative of the Settlement Class and Class  
26 Counsel as counsel for the Settlement Class.

27 45. Defendant does not consent to certification of the Settlement Class for any purpose  
28 other than to effectuate the Settlement of the Class Action. If this Settlement Agreement is



1 terminated pursuant to its terms, or the Effective Date for any reason does not occur, the order  
2 certifying the Settlement Class for purposes of effectuating this Settlement Agreement, and all  
3 preliminary and/or final findings regarding that class certification order, shall be automatically  
4 vacated upon notice of the same to the Court, the Class Action shall proceed as though the Settlement  
5 Class had never been certified pursuant to this Settlement Agreement and such findings had never  
6 been made, the Class Action shall return to the procedural status quo in accordance with this  
7 paragraph, and any or all of the Settlement Fund wired to the Claims Administrator shall be refunded  
8 to Defendant.

9 46. In the event the terms or conditions of this Settlement Agreement, other than terms  
10 pertaining to Attorneys' Fees and Costs and/or Enhancement Award, are materially modified by any  
11 court, either party in its sole discretion to be exercised within fourteen (14) days after such a material  
12 modification may declare this Settlement Agreement null and void. For purposes of this paragraph,  
13 material modifications include but are not limited to any modifications to the definitions of the  
14 Settlement Class, Settlement Class Members, or Released Claims, and/or any modifications to the  
15 terms of the settlement consideration described in Paragraphs 23 through 37.

16 **IV. SCHEDULE FOR FINALIZING SETTLEMENT AGREEMENT**

17 47. Plaintiffs and Defendant stipulate and agree to the following schedule and procedures  
18 for obtaining the Court's approval of the settlement, including seeking certification of the  
19 Settlement Class, notifying the Settlement Class, and processing all benefits provided under this  
20 Settlement Agreement:

21 **A. Seeking Preliminary Approval of Settlement Agreement**

22 48. Upon the execution of this Settlement Agreement, Plaintiffs will move the Court for  
23 (a) preliminary approval of the terms of this Settlement Agreement, (b) approval of the Settlement  
24 Notice, settlement procedure, and Claims Administrator, and (c) the scheduling of Fairness Hearing  
25 on the question of whether the terms of this Settlement Agreement should be finally approved as fair,  
26 reasonable, and adequate as to the Named Plaintiffs and the Settlement Class. As a part of this  
27 motion, the Plaintiffs will submit (and attach copies of) this Settlement Agreement.

28 49. Class Counsel shall file a motion and supporting papers consistent with the terms of  
Case No. 14CECG00166 15

JOINT STIPULATION OF CLASS ACTION SETTLEMENT; SETTLEMENT AGREEMENT AND RELEASE



1 this Settlement Agreement. Plaintiffs shall provide Defendant with a reasonable opportunity to  
2 review, and provide comments to, the motion described in the preceding paragraphs, before the  
3 motion and supporting papers are filed with the Court

4 50. Upon entry of the Preliminary Approval Order, Defendant agrees to provide to the  
5 Claims Administrator a "class list" and the following information for each Settlement Class Member:  
6 (a) name, (b) last-known address, (c) last-known home telephone number, (d) employee identification  
7 number, (e) the dates that Class Member was employed by Grundfos in Fresno, California during the  
8 Class Period, (f) whether the Settlement Class Member is a member of the Base Rate Sub-Class or  
9 the Alternate Rate Sub-Class, and (g) total number of pay periods between January 21, 2011 and  
10 December 14, 2013 for which that Settlement Class Member earned overtime, double-time, shift  
11 differentials, lead pay, or other compensation for time worked that was paid at anything other than  
12 their respective base rate. The Claims Administrator will then have an opportunity to review the data  
13 provided by Defendant and to calculate the Settlement Class Member's Settlement Share. If  
14 numerous and/or substantial inconsistencies or inaccuracies are discovered at any point, the Parties  
15 agree to jointly apply to the Court for an extension of the schedule provided herein to allow the  
16 Parties to resolve the inconsistencies or inaccuracies. The above-described information will be  
17 provided to the Claims Administrator on a confidential basis. The Claims Administrator agrees to  
18 keep this information confidential and shall use the information only for the purposes of  
19 administering the settlement of the Class Action, and agrees not to disclose the information to any  
20 third party. Notwithstanding the foregoing, the Claims Administrator may disclose to Class Counsel  
21 the data regarding Settlement Class Members.

22 **B. Settlement Notice**

23 51. If the Court grants preliminary approval of the settlement terms described in this  
24 Settlement Agreement, a Settlement Notice shall be provided to the Settlement Class as follows:

- 25 a. Ten (10) days after Defendant provides to the Claims Administrator the class  
26 list referenced in Paragraph 50, the Claims Administrator shall send the  
27 Settlement Notice and Claims Form to all members of the Settlement Class by  
28 regular U.S. Mail, postage prepaid. Prior to the mailing of Settlement Notices

1 and Claim Forms, the Claims Administrator will search the United Postal  
2 Service's National Change of Address database to confirm the best mailing  
3 addresses for the Settlement Class. In addition, in order to provide the best  
4 notice practicable, any Settlement Notice returned as undelivered shall be sent  
5 to the forwarding address affixed thereto, if any. If no forwarding address is  
6 provided for a Settlement Notice that is returned as undelivered, the Claims  
7 Administrator will search the United States Postal Service's National Change  
8 of Address database. If no current address is located, the Settlement Notice for  
9 that individual will be deemed undeliverable. The Claims Administrator will  
10 provide a website address in the Settlement Notice to a settlement website to  
11 be designed and administered by the Claims Administrator that will contain the  
12 settlement documents (including but not limited to the Notice and Claim  
13 Form), a list of important dates, and any other information to which the Parties  
14 may agree. If the procedures herein are followed, Plaintiffs, Defendant, Class  
15 Counsel, and the Claims Administrator shall be deemed to have satisfied their  
16 obligation to provide the Settlement Notice to the Settlement Class. A copy of  
17 the proposed Settlement Notice is attached hereto as Exhibit A.

18 b. At least ten (10) days before the Final Fairness Hearing, the Claims  
19 Administrator shall prepare a declaration of due diligence and proof of mailing  
20 with regard to the mailing of the Settlement Notice, and any attempts by the  
21 Claims Administrator to locate the members of the Settlement Class ("Due  
22 Diligence Declaration"), to Class Counsel and Defense Counsel for  
23 presentation to the Court. The Claims Administrator will attach to the Due  
24 Diligence Declaration a report showing the name of each individual who  
25 submitted a timely and valid opt-out. Class Counsel shall be responsible for  
26 filing the Due Diligence Declaration with the Court.

27 c. If a member of the Settlement Class disagrees with his or her designation as a  
28 Base Rate Sub-Class Member or Alternate Rate Sub-Class Member, the

1 number of pay periods between January 21, 2011 and December 14, 2013 for  
2 which he or she earned overtime, double-time, shift differentials, lead pay, or  
3 other compensation for time worked that was paid at anything other than their  
4 respective base rate, and/or the Settlement Share listed in his or her Settlement  
5 Notice, the Settlement Class Member must complete and send a dispute form  
6 (included with the Settlement Notice) to the Claims Administrator, together  
7 with any supporting written documentation. Such documentation may consist  
8 of official records, pay stubs, weekly schedules, or personal logs. To be  
9 considered, the dispute form and supporting written documentation must be  
10 received by the Claims Administrator no later than 60 days after the postmark  
11 date of the Settlement Notice.

- 12 d. The Claims Administrator shall immediately notify both Class Counsel and  
13 Defense Counsel of any disputes submitted by Settlement Class Members.  
14 The Claims Administrator shall share with both Class Counsel and Defense  
15 Counsel the dispute form and any documentation submitted by a Settlement  
16 Class Member in support of his or her dispute. Class Counsel and Defense  
17 Counsel shall make the final, binding determination regarding any disputes,  
18 which may include requesting additional information from the Settlement  
19 Class Member or the Claims Administrator, adjusting the number of pay  
20 periods, moving the Settlement Class Member from one sub-class to the other,  
21 requesting that the Claims Administrator make the final determination  
22 regarding the dispute based on the written documentation submitted by the  
23 Settlement Class Member and any materials submitted by counsel, or denying  
24 the request altogether, within 10 days of receipt by the Claims Administrator of  
25 the dispute form and supporting written documentation, or no later than 60  
26 days after the postmark date of the Settlement Notice. The Claims  
27 Administrator shall inform each Settlement Class Member of the final  
28 determination by a telephone call, followed by an e-mail or regular U.S. Mail

1 if no email for that Settlement Class Member is available.

2 e. If at any point the Claims Administrator determines that it needs additional  
3 time, the Claims Administrator shall inform the Parties regarding the situation,  
4 and the Parties will seek from the Court a modification of the schedules  
5 contained in this Settlement Agreement or any Court order, to be consistent  
6 with the recommendations and requests of the Claims Administrator.

7 However, the Claims Administrator shall not make a request for a time  
8 modification if the need for additional time is a result of any Party failing to  
9 provide information as required in this Settlement Agreement on a timely  
10 basis. If a Party fails to provide required information according to this  
11 schedule, any other Party reserves the right to seek the Court's intervention to  
12 ensure compliance with the agreed terms of this Settlement Agreement.

13 f. The Settlement Notice shall inform Settlement Class Members of their right to  
14 opt out of the Settlement Class and be excluded from receiving any benefits  
15 under the Settlement Agreement by completing and mailing a written opt-out  
16 request to the Claims Administrator no later than sixty (60) days after the  
17 postmark date of the Settlement Notice. Any member of the Settlement Class  
18 who submits a timely and valid request for exclusion will receive no settlement  
19 payment and will not be bound by the terms of the Settlement Agreement nor  
20 have any right to object, appeal, or comment thereon. Late-submitted opt-out  
21 requests will not be accepted by the Claims Administrator and shall not be  
22 effective. The Claims Administrator will certify jointly to Class Counsel and  
23 Defense Counsel which requests for exclusion were valid and timely  
24 submitted. Any decision to opt out of the settlement shall not affect the  
25 application of the Settlement Agreement.

26 **C. Objections to Settlement Agreement after Preliminary Approval Order**

27 52. Any Settlement Class Member who intends to object to final approval of the  
28 settlement or this Settlement Agreement must file a written objection, along with any supporting



1 documents, with the Court, with copies to Class Counsel and Defense Counsel, no later than sixty  
2 (60) days after the postmark date of the Settlement Notice. The written objection must set forth, in  
3 clear and concise terms, the legal and factual arguments supporting the objection.

4 53. Members of the Settlement Class who fail to make objections in the manner specified  
5 in Paragraph 52 shall be deemed to have waived any and all objections and shall be foreclosed from  
6 making any objection, whether by appeal or otherwise, to the settlement or this Settlement  
7 Agreement.

8 54. No member of the Settlement Class shall be entitled to be heard at the Fairness  
9 Hearing (whether in person or through counsel) or to object to the settlement or this Settlement  
10 Agreement, and no written objections or briefs submitted by any Settlement Class Member shall be  
11 received or considered by the Court at the Fairness Hearing, unless the Settlement Class Member  
12 files with the Court and serves upon Defense Counsel and Class Counsel a written notice of intention  
13 to appear at the Fairness Hearing ("Notice of Intention to Appear"). The Notice of Intention to  
14 Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement  
15 Class Member will present to the Court in connection with the final fairness hearing.

16 **D. Duties of the Parties in Connection with Final Court Approval**

17 55. In connection with final approval by the Court of this Settlement Agreement, Class  
18 Counsel and Defense Counsel will submit a proposed Final Judgment and Order granting final  
19 approval of the class action settlement approving the settlement, adjudicating the terms thereof to be  
20 fair, reasonable, and adequate, and directing consummation of all terms and provisions as provided in  
21 this Settlement Agreement.

22 **E. Timing and Manner of Payments**

23 56. Ten (10) business days after entry of the Final Order and Judgment by the Court,  
24 Defendant will wire the Settlement Fund of \$1,250,000 to the Claims Administrator. Each  
25 Settlement Class Member who is entitled to a payment under this Settlement Agreement will receive  
26 a single check for the total of his or her Settlement Share. The Claims Administrator will send  
27 individual checks by regular U.S. Mail to the address provided to the Claims Administrator for  
28 mailing of the Settlement Notice. Checks sent to Settlement Class Members under this Settlement

1 Agreement shall remain valid and negotiable for six months from the date of their mailing, and  
2 thereafter may be automatically canceled if not cashed by the payee within that time. The amount of  
3 any settlement checks that are not cashed by Settlement Class Members shall be paid to Alliance for  
4 Children's Rights, and/or any 501(c)(3) nonprofit programs or organizations dedicated to child  
5 advocacy, as described in paragraph 37. No person shall have any claim against Defendant, Defense  
6 Counsel, Named Plaintiffs, any member of the Settlement Class, Class Counsel, or the Claims  
7 Administrator based on distributions and payments made in accordance with this Settlement  
8 Agreement.

9 57. The Named Plaintiffs shall not receive any additional payments or enhancements other  
10 than those expressly provided under this Settlement Agreement. In addition to any Enhancement  
11 Award, the Named Plaintiffs will also be entitled to their share of the settlement proceeds in the  
12 same manner as any other class member.

13 **F. Payroll Deductions and Taxes**

14 58. For each Settlement Class Member who is entitled to payment under this Settlement  
15 Agreement, Defendant will issue a Form 1099 on which the interest of the settlement payment shall  
16 be reported and from which no deductions will be taken.

17 59. The Parties agree and understand that Defendant has not made any representations  
18 regarding the tax obligations or consequences, if any, related to this Settlement Agreement. The  
19 Parties agree that Defendant and each Settlement Class Member are solely responsible for  
20 determining the tax consequences of payments made pursuant to this Settlement Agreement and for  
21 paying taxes, if any, which are determined to be owed by each of them on such payments (including  
22 penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

23 **V. MISCELLANEOUS PROVISIONS**

24 60. Recitals. The Parties agree that the recitals are contractual in nature and form a  
25 material part of this Settlement Agreement.

26 61. Voiding the Settlement Agreement. A failure of the Court to approve any material  
27 condition of this Settlement Agreement which effects a fundamental change of the terms of the  
28 settlement shall render the entire Settlement Agreement voidable and unenforceable as to Plaintiffs

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1 and Defendant, at the option of either Party. Each Party may exercise its option to void this  
2 Settlement Agreement as provided above by giving notice, in writing, to the other and to the Court at  
3 any time prior to Final Approval and Judgment by the Court. If more than five percent (5%) of the  
4 Settlement Class submits timely and valid requests for exclusion pursuant to the terms and  
5 procedures of the Settlement Notice, this entire Settlement Agreement shall become voidable and  
6 unenforceable as to Plaintiffs and Defendant, at Defendant's sole discretion. Defendant may exercise  
7 such option by giving notice, in writing, to Class Counsel and to the Court at any time prior to final  
8 approval of this Settlement Agreement by the Court.

9 62. Mutual and Full Cooperation. Plaintiffs, Defendant, Class Counsel, and Defense  
10 Counsel agree to fully cooperate with each other to accomplish the approval by the Court of the terms  
11 of this Settlement Agreement, including but not limited to, execution of such documents and to take  
12 such other action as may reasonably be necessary to implement the terms herein. The Parties agree to  
13 use their best efforts, including all efforts contemplated by this Settlement Agreement, and any other  
14 efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement  
15 Agreement. Class Counsel and the Named Plaintiffs agree that they will not attempt to encourage  
16 any members of the Settlement Class to object to the proposed settlement, or to opt out, and will  
17 make every reasonable effort to accurately explain the benefits of this Settlement Agreement in  
18 response to any questions from any member of the Settlement Class.

19 63. Binding Nature of Settlement Agreement. This Settlement Agreement shall be binding  
20 upon, and inure to the benefit of, the successors or assigns of the Released Parties. As a condition to  
21 this Settlement Agreement, the Named Plaintiffs further represent, covenant, and warrant that they  
22 have not, directly or indirectly, assigned, transferred, sold, conveyed, encumbered, or otherwise  
23 disposed of any claim, demand, action, cause of action, or rights released in the Released Claims in  
24 this Settlement Agreement or attempted to do so.

25 64. Modification. This Settlement Agreement may be amended or modified only by a  
26 written instrument signed by Class Counsel and the Named Plaintiffs, as well as Defense Counsel and  
27 Defendant. No rights under this Settlement Agreement may be waived except in writing.

28 65. Integration/Entire Agreement. This Settlement Agreement and any attached exhibits

1 constitute the entire Settlement Agreement between the Named Plaintiffs, Settlement Class, and  
2 Defendant relating to the terms contained herein. All prior or contemporaneous Settlement  
3 Agreements, understandings, and statements, whether oral or written, whether express or implied, and  
4 whether by a Party or its counsel, are merged herein. No oral or written representations, warranties,  
5 or inducements have been made to any Party concerning this Settlement Agreement or its exhibits  
6 other than the representations, warranties, and covenants contained and memorialized in such  
7 documents.

8       66.   Voluntary Agreement. This Settlement Agreement is freely and voluntarily executed  
9 by the Parties. All of the Parties warrant and represent that: (a) they have carefully and thoroughly  
10 read this Settlement Agreement; (b) they have obtained the advice of counsel with respect to the  
11 Settlement Agreement and its legal interpretation and implications; (c) they fully understand the  
12 terms of this Settlement Agreement and their significance; (d) they have had a full and complete  
13 opportunity to review this Settlement Agreement and to make suggestions or changes; (e) they have  
14 executed this Settlement Agreement willingly and without acting under duress; and (f) the terms of  
15 this Settlement Agreement have been bargained for after negotiations between the Parties. The  
16 Parties expressly acknowledge that no person has made any promise, representation or warranty  
17 whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce  
18 such Parties to execute this Settlement Agreement, and further acknowledge that they are not  
19 executing this Settlement Agreement in reliance upon any promise, representation or warranty not  
20 expressly contained herein.

21       67.   Headings. The headings, paragraph titles or captions contained herein are inserted as a  
22 matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of  
23 this Settlement Agreement or any of its provisions.

24       68.   Dispute Resolution. Except as authorized herein, all disputes concerning the  
25 interpretation, implementation, calculation, or payment of the Settlement Fund or other disputes  
26 regarding compliance with this Settlement Agreement will be resolved by the Court.

27       69.   Restriction on Publicity. Except as specifically provided in this Settlement  
28 Agreement, Class Counsel and Plaintiffs agree that they will not issue any press release or press



1 statement, initiate media coverage, or otherwise publicize regarding Defendant, the Released Parties,  
2 or this Settlement Agreement, nor post any notice on any website related to the Settlement  
3 Agreement, nor otherwise publicize the settlement without prior approval of all Parties. If Plaintiffs  
4 are ever asked by third parties (excluding their counsel or tax advisors, and only to the extent that it is  
5 required for the rendering of professional services, or as required by any governmental agency or to  
6 comply with a lawfully-issued subpoena or court order) about the resolution of this matter, they may  
7 only say, in words or substance, that the Class Action "has been resolved" or "is over."

8 70. Choice of Law. All terms of this Settlement Agreement and related documents shall  
9 be governed by and interpreted according to the laws of the State of California, without respect to  
10 choice of law provisions of any state.

11 71. Arms-Length Agreement. The Parties believe that this Settlement Agreement is a fair,  
12 adequate, and reasonable settlement of the Class Action, and Class Counsel and Defense Counsel  
13 have arrived at this Settlement Agreement as a result of a series of arms-length negotiations, taking  
14 into account all relevant factors, present and potential.

15 72. Construction. This Settlement Agreement has been drafted jointly by Class Counsel  
16 and Defense Counsel. To the extent there is any uncertainty or ambiguity in this Settlement  
17 Agreement, none of the Parties will be deemed to have caused any such uncertainty or ambiguity.  
18 Accordingly, this Settlement Agreement shall not be construed against the party preparing it, but  
19 shall be construed as if all Parties hereto, and each of them, jointly prepared it, and any uncertainty or  
20 ambiguity shall not be interpreted against any one party.

21 73. Use of Documents Provided by Defendant. The Named Plaintiffs and Class Counsel  
22 agree that none of the documents provided to them by Defendant shall be used for any purpose other  
23 than the prosecution and settlement of the Class Action. Specifically, none of the documents  
24 provided shall be used to pursue any subsequent claims or litigation against Defendant or the  
25 Released Parties. Named Plaintiffs and Class Counsel agree to return or destroy all documents  
26 produced during discovery.

27 74. Counterparts. This Settlement Agreement may be executed in one or more  
28 counterparts and by facsimile. All executed copies of this Settlement Agreement and photocopies

1 thereof shall have the same force and effect and shall be as legally binding and enforceable as the  
2 original.

3 75. Authority and Capacity. The Parties expressly represent and warrant that they have  
4 the authority and capacity to execute this Settlement Agreement, to perform each of the respective  
5 obligations required of the Parties, and to provide the releases set forth herein. The Parties also  
6 represent that the individual executing this Settlement Agreement is authorized to do so on behalf of  
7 the respective party.

8 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and  
9 intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set  
10 forth below.

11 Dated: October \_\_, 2015 MARY BARBER

12  
13 \_\_\_\_\_  
14 Dated: October \_\_, 2015 ISABEL FERNANDEZ

15  
16 \_\_\_\_\_  
17  
18 *Nov 5*  
19 Dated: ~~October~~ 5, 2015 CHARLES A. JONES  
20 KELLY MCINERNEY  
21 JONES LAW FIRM  
22 ATTORNEYS FOR PLAINTIFFS

23 By:   
Charles A. Jones

24 Dated: October 30, 2015 GRUNDFOS PUMPS CORPORATION.

25 By:   
Andreas F. Brandt

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Dated: <sup>November</sup> October 5, 2015

CATHERINE A. CONWAY  
MATTHEW HOFFMAN  
KATHERINE V.A. SMITH  
GIBSON, DUNN & CRUTCHER LLP  
ATTORNEYS FOR DEFENDANT

MAN

By: Catherine A. Conway  
Catherine A. Conway

1 counterparts and by facsimile. All executed copies of this Settlement Agreement and photocopies  
2 thereof shall have the same force and effect and shall be as legally binding and enforceable as the  
3 original.

4 75. Authority and Capacity. The Parties expressly represent and warrant that they have  
5 the authority and capacity to execute this Settlement Agreement, to perform each of the respective  
6 obligations required of the Parties, and to provide the releases set forth herein. The Parties also  
7 represent that the individual executing this Settlement Agreement is authorized to do so on behalf of  
8 the respective party.

9 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and  
10 intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set  
11 forth below.

12 Dated: September October 19, 2015 MARY BARBER

13  
14 Mary Barber

15 Dated: September October, 2015 ISABEL FERNANDEZ.

16  
17 \_\_\_\_\_

18  
19 Dated: September October, 2015 CHARLES A. JONES  
20 KELLY MCINERNEY  
21 JONES LAW FIRM  
22 ATTORNEYS FOR PLAINTIFFS

23 By: \_\_\_\_\_  
24 Charles A. Jones

25 Dated: September October, 2015 GRUNDFOS PUMPS CORPORATION.

26  
27 By: \_\_\_\_\_  
28 Andreas F. Brandt

1 counterparts and by facsimile. All executed copies of this Settlement Agreement and photocopies  
2 thereof shall have the same force and effect and shall be as legally binding and enforceable as the  
3 original.

4 75. Authority and Capacity. The Parties expressly represent and warrant that they have  
5 the authority and capacity to execute this Settlement Agreement, to perform each of the respective  
6 obligations required of the Parties, and to provide the releases set forth herein. The Parties also  
7 represent that the individual executing this Settlement Agreement is authorized to do so on behalf of  
8 the respective party.

9 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and  
10 intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set  
11 forth below.

12 Dated: ~~September-October~~, 2015 MARY BARBER  
13  
14

15 Dated: ~~September-October~~ 19, 2015 ISABEL FERNANDEZ  
16  
17

18   
19

20 Dated: ~~September-October~~, 2015 CHARLES A. JONES  
21 KELLY MCINERNEY  
22 JONES LAW FIRM  
23 ATTORNEYS FOR PLAINTIFFS

24 By: \_\_\_\_\_  
Charles A. Jones

25 Dated: ~~September-October~~, 2015 GRUNDFOS PUMPS CORPORATION.  
26

27 By: \_\_\_\_\_  
28 Andreas F. Brandt

1 **EXHIBIT A - SETTLEMENT NOTICE**

2 **SUPERIOR COURT OF CALIFORNIA COUNTY OF FRESNO**

3 **MARY BARBER and ISABEL FERNANDEZ,**  
4 **as individuals and on behalf of all others similarly**  
5 **situated**

6 **ACTION**  
7 **v.**

8 **GRUNDFOS PUMPS CORPORATION,**  
9 **a California Corporation**

Case No. 14CEG00166 KCK

NOTICE OF PENDENCY OF CLASS

AND PROPOSED SETTLEMENT  
AND HEARING DATE FOR FINAL  
APPROVAL OF SETTLEMENT

Judge: Hon. Kristi Culver Kapetan  
Dept: 403

10 **ATTENTION: ANYONE WHO WORKED BETWEEN JANUARY 21, 2011, THROUGH**  
11 **DECEMBER 14, 2013 FOR GRUNDFOS PUMPS CORPORATION**  
12 **("DEFENDANT"), AS AN HOURLY, NON-EXEMPT EMPLOYEE AT ITS**  
13 **MANUFACTURING PLANT LOCATED IN FRESNO, CALIFORNIA**  
14 **("COVERED POSITION(S"))**

15 **PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED**  
16 **SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT**  
17 **CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHT TO MAKE A CLAIM FOR**  
18 **PAYMENT.**

19 **THIS NOTICE ASKS THAT YOU SUBMIT A CLAIM FORM WHICH MUST BE**  
20 **POSTMARKED, FAXED OR EMAILED ON OR BEFORE \_\_\_\_\_, 2015 [60 days after**  
21 **mailing of notice], IF YOU WISH TO RECEIVE PAYMENT FOR YOUR SHARE OF THE**  
22 **SETTLEMENT.**

23 **OR**

24 **SUBMIT A REQUEST FOR EXCLUSION FORM WHICH MUST BE POSTMARKED ON OR**  
25 **BEFORE \_\_\_\_\_, 2015 [60 days after mailing of notice], IF YOU WISH TO BE EXCLUDED**  
26 **FROM THE CLASS.**

27 **IF YOU SUBMIT A CLAIM FORM WHICH IS POSTMARKED, FAXED OR EMAILED**  
28 **AFTER \_\_\_\_\_, 2015 [60 days after mailing of notice], OR IF YOU SUBMIT A CLAIM**  
29 **FORM WHICH IS NOT COMPLETELY FILLED OUT, YOUR CLAIM FORM WILL BE**  
30 **REJECTED AND YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT, BUT YOU**  
31 **WILL BE BOUND BY THE RELEASE AND ALL OTHER SETTLEMENT TERMS.**

32 **IF YOU SUBMIT AN EXCLUSION FORM WHICH IS POSTMARKED AFTER**  
33 **\_\_\_\_\_, 2015 [60 days after mailing of notice], YOUR EXCLUSION FORM WILL BE**  
34 **REJECTED AND YOU WILL BE BOUND BY THE CLASS RELEASE AND ALL OTHER**  
35 **SETTLEMENT TERMS.**

36 **Pursuant to the Order of the Fresno County Superior Court entered on [INSERT DATE], YOU**  
37 **ARE HEREBY ADVISED: A settlement has been reached between the parties in the above-**  
38 **captioned lawsuit on behalf of all individuals who were employed by Grundfos Pumps Corporation**

Case No. 14CEG00166

27

JOINT STIPULATION OF CLASS ACTION SETTLEMENT; SETTLEMENT AGREEMENT AND RELEASE

*MB*

1 and earned compensation at any time between January 21, 2011 and December 14, 2013 in a covered  
2 position. Further information may be found at [INSERT WEBSITE ADDRESS].

3 **1. WHY HAVE YOU RECEIVED THIS NOTICE?**

4 You have received this Notice because Defendant's records indicate that you were employed by  
5 Defendant at some time between January 21, 2011 and December 14, 2013, as an hourly, non-  
6 exempt employee at its manufacturing plant located in Fresno, California. This Notice is  
designed to advise you of how you can participate in this settlement or, alternatively, how you  
can be excluded from this settlement, or object to this settlement.

7 **2. HISTORY OF THE LITIGATION**

8 On January 21, 2014, a class action lawsuit was filed by Plaintiff Mary Barber on behalf of  
9 herself and all individuals similarly situated. A First Amended Complaint ("FAC") was filed by  
10 Plaintiffs Mary Barber and Isabel Fernandez on October 28, 2014. The Plaintiffs allege that  
11 Defendant failed to issue compliant wage statements to its hourly, non-exempt employees and  
12 failed to maintain copies of the actual wage statements issued to its employees in violation of  
13 California Labor Code §226. Specifically, Plaintiffs allege that the wage statements issued by  
14 Defendant did not comply with the Labor Code because they did not contain the hourly rates of  
15 pay when individuals received overtime pay, temporary lead pay, or temporary shift differential  
16 pay. Plaintiffs also allege that due to the inaccurate wage statements, their base rate of pay and  
overtime rates of pay were not properly calculated by Defendant. Based on these allegations,  
17 Plaintiffs sought statutory penalties for all of Defendant's employees who received allegedly non-  
18 compliant wage statements. Defendant has denied and contested the allegations made in this case.

19 The total amount of the proposed Settlement is \$1,250,000, from which court approved attorneys'  
20 fees and costs, enhancement payments to the Class Representatives, and Claims Administrator  
21 costs will be deducted, leaving a "Net Settlement Fund." Settlement awards will be paid out of  
22 the Net Settlement Fund to Class Members who timely file valid claims, as described below.

23 The Court has granted preliminary approval to a Joint Stipulation of Settlement and Release,  
24 which has been signed by the parties.

25 As set forth in Section 4(E), below, all settlement class members who do not timely exclude  
26 themselves from this settlement or object to the settlement, will be releasing any and all claims  
27 that they have against Defendant for inaccurate wage statements and/or claims that their base rate  
28 of pay and/or overtime rate of pay was not properly calculated by Defendant. Claims not released  
in this case include claims that the class members were not paid wages for all hours worked, i.e., I  
worked eight hours and was only paid for four hours, and/or not paid overtime for all hours  
worked in excess of eight hours per day or forty hours per week, i.e., I worked ten hours and was  
not paid for two hours worth of overtime.

29 **3. THE SETTLEMENT CLASS AND SUB-CLASSES**

30 The Court has certified, for settlement purposes only, the following Class and Sub-Classes:

31 **The Settlement Class:** all current and former Fresno-based hourly non-exempt employees  
32 employed by Grundfos at any time between January 21, 2011 and December 14, 2013.

33 **A. Sub-Class 1: "Alternate Rate Sub-Class:"** all Settlement Class Members  
34 who, at any time between January 21, 2011 and December 14, 2013, earned overtime, double-time,  
35 shift differentials, lead pay, or other compensation for time worked that was paid at anything other

1 than their respective base rate.

2           **B. Sub-Class 2: "Base Rate Sub-Class:"** all Settlement Class Members who, for  
3 the entirety of the period between January 21, 2011 and December 14, 2013, only earned  
4 compensation for time worked paid at their respective base rate.

5 **4. SUMMARY OF THE PROPOSED SETTLEMENT**

6 **A. Total Payout Settlement**

7 This settlement is a total payout, meaning that Defendant has agreed to pay the entire  
8 \$1,250,000 regardless of the number of claims received. Settlement awards for participating  
9 class members will be paid out of the Net Settlement Fund based on whether the Settlement  
10 Class Members are members of the Alternate Rate Sub-Class or the Base Rate Sub-Class.  
Because this is a total payout settlement, the amount of the settlement payments to  
participating class members may increase depending on the number of timely and valid claims  
that are filed. In other words, if not all class members turn in claim forms, more money will  
go to those who do.

11 **B. Settlement Formula**

12 Settlement awards will be paid to each Settlement Class Member who submits a valid and  
13 timely Claim Form. All Claim Forms must be signed under penalty of perjury and completed  
14 in their entirety to be considered valid. The Claims Administrator will determine whether  
each class members is a member of the Alternative Rate Sub-Class or the Base Rate Sub-  
Class based on information to be provided by Defendant.

15 The Claim Form that you receive with this Notice informs you of the amount that you are  
16 expected to receive (approximately) if you submit a valid and timely Claim Form. This  
amount will increase if not all eligible members submit claims. Your amount will also  
17 increase if the Court declines to approve the fees requested by Class Counsel, the  
reimbursement of litigation expenses, the enhancement payments to the Class Representative,  
18 or the fees of the Claims Administrator. Assuming that the Court grants the full amount of  
attorney's fees, costs, enhancement awards and claims administration costs, members of the  
Alternative Rate Sub-Class will receive settlement awards based on the number of weeks that  
19 they were paid at a rate other than their normal base rate of pay during the Class Period.  
Specifically, members of the Alternative Rate Sub-Class will be paid according to the  
20 following formula:

21

<b># Pay Periods For Which Alternative Rate Sub-Class Members Earned Compensation For Time Worked That Was Paid At Anything Other Than Base Rate (January 21, 2011 – December 14, 2013)</b>	<b>Settlement Share</b>
1-10	\$500
11-20	\$1000
21-30	\$2000
31-40	\$3000
41+	\$4000

28



1 Members of the Base Rate Sub-Class will each receive a settlement award in the amount of  
2 \$155.60. Under California Law, the maximum amount of statutory penalties that members of  
3 the Alternative Rate Sub-Class can receive is \$4,000 each. (California Labor Code  
4 §226(e)(1)). Additionally, the maximum amount of statutory penalties available to persons  
5 who allegedly did not receive complaint wage statements (Alternative Rate Sub-Class  
6 Members) is paid at the rate of "fifty dollars (\$50) for the initial pay period in which a  
7 violation occurs and one hundred dollars (\$100) per employee for each violation in a  
8 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars  
9 (\$4,000)..." (*Id.*) Under the formula noted above, members of the Alternative Rate Sub-Class  
10 will receive nearly 100% of the maximum amount of statutory penalties available to them  
11 under the law, even after attorney's fees and costs have been deducted.

12 Members of the Base Rate Sub-Class are receiving less than members of the Alternative Rate  
13 Sub-Class because they only received wage statements that complied with the California  
14 Labor code.

#### 15 **C. Calculations To Be Based on Defendant's Records**

16 For each Settlement Class Member submitting a timely and valid claim, the amount payable  
17 to the Settlement Class Member will be calculated by the Claims Administrator from  
18 Defendant's records. Defendant's records will be presumed correct with respect to whether  
19 the Settlement Class Members are part of the Alternative Rate Sub-Class or the Base Rate  
20 Sub-Class and the number of weeks in which members of the Alternative Rate Sub-Class  
21 were paid at a rate other than their normal base rate of pay between January 21, 2011 and  
22 December 14, 2013. A Settlement Class Member may challenge whether they are a member  
23 of either Sub-Class. If a Settlement Class Member disputes the accuracy of Defendant's  
24 records, the Settlement Class Member should submit documentation in writing (i.e., wage  
25 statements or pay stubs) supporting his or her position to the Claims Administrator **at the**  
26 **same time** the Settlement Class Member sends the Claim Form to the Claims  
27 Administrator. The Parties will attempt to resolve the matter informally, but if they cannot  
28 do so, the Claims Administrator will review Defendant's records and any written  
information or documents submitted by the Settlement Class Member and issue a non-  
appealable decision as to which Sub-Class the Settlement Class Member is a member of.

#### 18 **D. Payroll Deductions and Taxes**

19 For each Settlement Class Member who is entitled to payment under this Settlement,  
20 Defendant will issue a Form 1099 on which the interest of the settlement payment shall be  
21 reported and from which no deductions will be taken.

22 Defendant has not made any representations regarding the tax obligations or consequences, if  
23 any, related to the Settlement. Each Settlement Class Member is solely responsible for  
24 determining the tax consequences of payments made pursuant to the Settlement and for  
25 paying taxes, if any, which are determined to be owed by each of them on such payments  
26 (including penalties and interest related thereto) by any taxing authority, whether state, local,  
27 or federal.

#### 24 **E. Release**

25 Upon the final approval by the Court, the Settlement Class and each member of the  
26 Settlement Class who has not submitted a timely and valid Request for Exclusion Form, fully  
27 releases and discharges Defendant from any and all claims, judgments, liens, losses, debts,  
28 liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, rights,  
damages, suits, indemnities, actions, and causes of action of every nature and description  
whatsoever in law, equity or otherwise, whether known or unknown, ascertained or

1 unascertained, suspected or unsuspected, disclosed or undisclosed, contingent or accrued,  
2 existing or claimed to exist, as of the Effective Date by Plaintiffs and all Settlement Class  
3 Members (and Plaintiffs' and Settlement Class Members' respective heirs, executors,  
4 administrators, representatives, agents, attorneys, partners, successors, predecessors-in-  
5 interest, and assigns) arising out of or related to the dispute which is the subject of the Class  
6 Action or which could have been asserted in the Class Action based on the facts alleged,  
7 whether in contract, violation of any state or federal statute, rule or regulation, arising out of,  
8 concerning or in connection with any act or omission alleged in the FAC by or on the part of  
9 Released Parties, including, without limitation, those relating to wage statements, record-  
keeping, and the failure to pay wages and/or premiums at the proper regular rate arising under  
the California Labor Code, California Industrial Welfare Commission Wage Order 1-2001,  
California's Unfair Competition Law, California's Business & Professions Code, and/or  
California's Private Attorney General Act ("PAGA"), or any other California or federal laws  
relating to the furnishing of wage statements based on the facts alleged in the FAC from  
January 21, 2011, through December 14, 2013. Claims not released are those not specifically  
addressed herein and/or not pleaded in the complaint. Notwithstanding the foregoing, nothing  
in this Agreement releases any claims that cannot be released as a matter of law.

10 **F. Additional Enhancement Payments for the Class Representatives**

11 The Class Representatives, Barber and Fernandez, will each receive an enhancement award in  
12 an amount to be set by the Court, not to exceed the sum of Ten Thousand Dollars (\$10,000),  
13 each. Any payment approved by the Court is for their time and effort expended on behalf of  
the litigation effort as well as their willingness to accept the risk of paying Defendant's costs  
in the event of an unsuccessful outcome.

14 **G. Attorneys' Fees**

15 The attorneys for the class filed this action, have actively litigated the case for over a year and  
16 a half and have brought it to resolution. They will request the Court award fees from the  
17 Settlement of one-third of the \$1,250,000 and also up to \$20,000 to reimburse them for  
18 litigation costs that they have advanced. The Court will determine the appropriate fees and  
costs. The attorneys will submit an application to the Court for the payment of attorney's fees  
and costs. This application will be filed with the court, and also will be posted on the claims  
administrator's website, within 30 days of the mailing of this Notice.

19 **H. Support for the Settlement**

20 The Class Representatives, Class Counsel, and Defendant strongly support this Settlement.  
21 This issue has been vigorously litigated by Plaintiffs' counsel. Even if a class could be  
22 certified, trial would be lengthy and have risks. Even if the class won at trial, the judgment  
could be appealed, resulting in further lengthy delays.

23 **I. Claims Administrator**

24 Phoenix Settlement Administrators will receive a payment for handling the claims  
25 administration for this case and its costs. It is estimated that the costs of claims administration  
26 should not exceed approximately \$10,000.

27  
28 **5. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

1  
2 **A. Submitting a Claim**

3 Anyone who wishes to submit a claim for money must complete the Claim Form in its entirety,  
4 sign it, and submit it to Phoenix Settlement Administrators by mail, fax, or email, as described  
5 on the Claim Form. The Claim Form must be postmarked, faxed, or emailed no later than  
6 \_\_\_\_\_, 2015 [60 days after mailing of notice]. If your Claim Form is postmarked, faxed  
7 or emailed after \_\_\_\_\_, 2015 [60 days after mailing of notice], you will not receive any  
8 payment, but you will be bound by the Release and all other Settlement Terms. It is  
9 strongly suggested, although not required, that you retain proof of your mailing, faxing  
10 or emailing of your Claim Form. If you lose, misplace, or need another Claim Form or a  
11 Request for Exclusion Form, you should contact the Claims Administrator, Phoenix  
12 Settlement Administrators [telephone and website info].

13 **B. Excluding Yourself from the Settlement**

14 Any class member who does not wish to participate in the Settlement may exclude themselves  
15 (i.e., "opt-out") by completing the Request for Exclusion Form. The Request for Exclusion  
16 Form must be signed, dated, completed, and returned by registered or certified mail to:

17 PHOENIX SETTLEMENT ADMINISTRATORS  
18 [INSERT ADDRESS]

19 The Request for Exclusion Form must be postmarked no later than \_\_\_\_\_, 2015 [60 days after  
20 mailing of notice]. If you submit an Exclusion Form which is postmarked after \_\_\_\_\_,  
21 2015 [60 days after mailing of notice], your Exclusion Form will be rejected, and you  
22 will be bound by the Release and all other Settlement Terms. If the Request for Exclusion  
23 Form is sent from within the United States, it must be sent by registered or certified mail.

24 Persons who submit a Request for Exclusion may be contacted by either Class Counsel or  
25 Defense Counsel.

26 Any person who files a complete and timely Request for Exclusion Form shall, upon receipt  
27 by the Claims Administrator, no longer be a member of the Settlement Class, shall be barred  
28 from participating in any portion of the Settlement, and shall receive no benefits from the  
29 Settlement. Any such person, at their own expense, may pursue individually any claims  
30 he/she may have against Defendant. If you wish to exclude yourself and wish to pursue an  
31 individual action, you should know there are time limits on your right to file any such  
32 individual action.

33 **DO NOT SUBMIT BOTH THE CLAIM FORM AND THE REQUEST FOR  
34 EXCLUSION FORM. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION  
35 FORM WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT  
36 CLASS, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.**

37 **C. Objection to Settlement**

38 You can object to the terms of the Settlement before final approval. If the Court rejects your  
39 objection, you will still be bound by the terms of the Settlement. To object to the Settlement,  
40 you must file a written objection and any notice of intention to appear at the final approval  
41 hearing currently set for \_\_\_\_\_, 2015, at \_\_\_\_\_ a.m. in Courtroom \_\_, with the Clerk of  
42 the Fresno County Superior Court located at \_\_\_\_\_ and send  
43 copies to the following via registered or certified mail:

44 CLASS COUNSEL:

45 DEFENDANT'S COUNSEL:

51 

Charles A. Jones  
Kelly McInerney  
9585 Prototype Court, Suite B  
Reno, NV 89521

Catherine A. Conway  
Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, CA 90071

Any written objections must state specific reasons in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of your employment with Defendant in a covered position during the class period. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and received by each of the above-listed attorneys no later than \_\_\_\_\_, 2015 [60 days from initial mailing]. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance in propria persona (meaning you choose to represent yourself) or through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court and deliver copies to each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and received by the above attorneys no later than \_\_\_\_\_, 2015 [60 days after mailing of notice]. You will then continue as a Settlement Class Member either in propria persona or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final approval hearing at which the Court will be asked to approve the Settlement will be at \_\_\_\_\_ a.m. (Pacific Time) on \_\_\_\_\_, 2015, in Courtroom \_\_\_\_\_ of the [court and address]

Plaintiffs' application for an award of attorney's fees and costs will be posted on the Claims Administrator's website within 30 days of the mailing of this Notice.

**D. Do Nothing**

You can decide to do nothing in response to this Notice of Settlement. *Be advised that if you choose to do nothing, you will be bound by the Release even though you will not receive a settlement payment.* If you do not want to be bound by the Release, you must exclude yourself from the settlement by sending in the Exclusion Form.

**E. No Retaliation**

Whether you submit a claim form, exclude yourself from this settlement, object to this settlement or do nothing, you are protected by law from retaliation. Grundfos Pumps Corporation does not tolerate or engage in retaliation.

**F. Contacting the Claims Administrator**

If you wish to contact Phoenix Settlement Administrators, the Claims Administrator, you can do so either by mail, telephone, or online at [website]. Please tell them you are contacting them regarding "Barber v. Grundfos Pumps Corporation."

**6. EFFECT OF THE SETTLEMENT**

**A. Released Rights and Claims**

It is the desire of Named Plaintiffs, Class Members and Defendant to fully, finally, and forever settle, compromise, and discharge disputes and claims alleged in the Litigation. Upon the Settlement Approval and Dismissal Order becoming final and nonappealable, Named Plaintiffs and each Class Member shall be bound by this Agreement as to the Released Claims, as defined above in section 4(E), and shall have recourse exclusively to the benefits,

1 rights and remedies provided hereunder. In exchange for the consideration provided pursuant  
2 to this Agreement, Named Plaintiffs and each Class Member shall be deemed to have, and by  
3 operation of the Settlement Approval/Dismissal Order and Judgment shall have, fully, finally  
4 and forever released, relinquished and discharged Defendant from the Released Claims.

5 **7. FINAL SETTLEMENT APPROVAL HEARING**

6 The Court will hold a hearing in Courtroom \_\_\_\_\_ of the \_\_\_\_\_ [court and  
7 address] on \_\_\_\_\_, 2015, at \_\_\_\_\_ a.m. (Pacific Time), to determine whether the  
8 Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be  
9 asked to approve Class Counsel's request for attorneys' fees, reimbursement of costs, and the  
10 enhancement awards to be paid to the Class Representatives.

11 The hearing may be continued without further notice to the Settlement Class. **It is not necessary  
12 for you to appear at this hearing unless you wish to argue an objection.**

13 **DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR  
14 INFORMATION  
15 REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

16 **CLASS MEMBERS CAN CONTACT CLASS COUNSEL WITH QUESTIONS  
17 ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS:**

18 Charles A. Jones  
19 Kelly McInerney  
20 (775) 853-6440  
21 www.cjoneslawfirm.com

22 **IF YOU ARE SEPARATELY REPRESENTED BY YOUR OWN COUNSEL,  
23 DO NOT CONTACT CLASS COUNSEL; HAVE YOUR ATTORNEY CONTACT CLASS  
24 COUNSEL.**

25 **BY ORDER OF THE FRESNO COUNTY SUPERIOR COURT**

*AM*

EXHIBIT B – CLAIMS FORMS

In The Matter of Barber and Fernandez v. Grundfos Pumps Corporation, Case No.  
14CEG00166KCK  
Fresno County Superior Court

**INSTRUCTIONS: IF YOU WANT TO PARTICIPATE IN THIS SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE \_\_\_\_\_, 2015.**

**1. Claimant Information**

Name: \_\_\_\_\_ Name/Address Changes (if any): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_

Social Security No. (last 4 digits): \_\_\_\_\_ State all names by which you have been known: \_\_\_\_\_  
XXX - XX - \_\_\_\_\_

**2. BASE RATE SUB-CLASS MEMBERS**

Your share of the Settlement is based on whether you received pay for your time worked for Grundfos Pumps Corporation at its manufacturing plant in Fresno, California at only your base rate of pay as an hourly, non-exempt employee pay from January 21, 2011 through December 14, 2013. According to the records of Grundfos, you only received pay at your base rate during this time period.

Because this is a total payout settlement, the amount of the settlement payments you will actually receive may increase substantially depending on the number of timely and valid claims that are filed. Assuming that all Settlement Class Members submit valid and timely claim forms and that the Court awards the requested amounts for attorney fees, litigation costs, enhancement awards for the class representatives, and administration costs, **your approximate award if you submit a valid and timely claim form will be \$155.60. In the event that not all Settlement Class Members submit a timely and valid claim form, your award will increase.**

1 Note: If you dispute that you were only paid at your base rate during the relevant time  
2 period, or the number of weeks that you were paid at a rate other than your base rate of  
3 pay between January 21, 2011 and December 14, 2013, you must provide documentation  
4 (wage statements or pay stubs) showing that you received pay at a rate higher than your  
5 base rate. If there is a dispute the Parties will attempt to resolve the dispute, if the  
6 Parties cannot resolve the dispute the Settlement Administrator will made the final  
7 determination.

8 You must complete and return this Claim Form to receive a payment. If you do not complete and  
9 return this form, you will NOT receive a payment.

10 I declare to the best of my knowledge that the information in this Claim Form is true and correct.

11 X

12 (Sign your name here) \_\_\_\_\_ Date

In The Matter of Barber and Fernandez v. Grundfos Pumps Corporation, Case No.  
14CEG00166KCK  
Fresno County Superior Court

**INSTRUCTIONS: IF YOU WANT TO PARTICIPATE IN THIS SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE \_\_\_\_\_, 2015.**

**1. Claimant Information**

Name: \_\_\_\_\_ Name/Address Changes (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Social Security No. (last 4 digits): \_\_\_\_\_ State all names by which you have been known: \_\_\_\_\_

XXX - XX - \_\_\_\_\_

**2. ALTERNATE RATE SUB-CLASS MEMBERS**

Your share of the Settlement is based on whether you received overtime pay, temporary lead pay, or temporary shift differential pay while employed by Grundfos Pumps Corporation ("Grundfos") as a non-exempt employee at its manufacturing plant located in Fresno, California from January 21, 2011 through December 14, 2013. According to the records of Grundfos, you did receive overtime pay, temporary lead pay, or temporary shift differential pay \_\_\_\_\_ times during this time period.

Because this is a total payout settlement, the amount of the settlement payments you will actually receive may increase substantially depending on the number of timely and valid claims that are filed. Assuming that all Settlement Class Members submit valid and timely claim forms and that the Court awards the requested amounts for Attorney fees, litigation costs, enhancement awards for the class representatives, and administration costs, your approximate award if you submit a valid and timely claim form will be \_\_\_\_\_. In the event that not all Settlement Class Members submit a timely and valid claim form, your award will increase.

**Note: If you dispute the number of weeks that you were paid at a rate other than your base rate of pay between January 21, 2011 and December 14, 2013, you must provide documentation (wage statements or pay stubs) showing that you received pay at a rate higher than your base rate. If there is a dispute the Parties will attempt to resolve the dispute, if the Parties cannot resolve the dispute the Settlement Administrator will make the final determination.**

You must complete and return this Claim Form to receive a payment. If you do not complete and return this form, you will NOT receive a payment.

APM



1 I declare to the best of my knowledge that the information in this Claim Form is true and correct.

2 X

3 (Sign your name here) \_\_\_\_\_ Date

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**EXHIBIT C**  
**GENERAL RELEASE BY NAMED PLAINTIFFS**

The following agreement and general release ("**Agreement**") is made in consideration for the promises entered into between Defendant Grundfos Pumps Corporation ("**Defendant**" or "**Grundfos**"); and Plaintiffs Mary Barber and Isabel Fernandez ("**Named Plaintiffs**") in the Joint Stipulation of Class Action Settlement, Settlement Agreement and Release dated \_\_\_\_\_, 2015 ("**Stipulation of Settlement**").

Named Plaintiffs, on behalf of themselves, their heirs and all related persons, shall, and hereby do fully release and discharge Defendant including Defendant's present and former employees, agents, vendors, attorneys, officers, directors, shareholders, managers, advisors, insurers, trustees, representatives, administrators, parent companies, subsidiaries, joint venturers, partners, and affiliated companies and successors, named or unnamed (collectively "**Released Parties**") from any and all liabilities, causes of actions, charges, complaints, suits, claims, obligations, costs, losses, damages, injuries, rights, judgments, attorneys' fees, expenses, bonds, bills, penalties, fines, liens, and all other legal responsibilities of any form or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which they have or had or may claim to have by reason of any and all matters at any time (hereinafter ("**Released Claims**"). This Agreement does not, however, extend to claims which cannot, as a matter of law, be waived.

Named Plaintiffs specifically intend to include as a Released Claim any claims that may have arisen before the effective date of the Agreement, including without limitation any claim under Title VII of the 1964 Civil Rights Act; the federal Family Medical Leave Act; the Americans With Disabilities Act; the California Unruh Act; California's Family Medical Leave Act; the California Fair Employment and Housing Act; California Family Rights Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; Sarbanes-Oxley Act of 2002; the Occupational Safety and Health Act or any other health and/or safety laws, statutes or regulations; the Employment Retirement Income Security Act of 1974; the Internal Revenue Code; the California Labor Code, including, without limitation, Labor Code § 132a, or any other law, regulation or ordinance, or common law. Named Plaintiffs make this inclusion knowingly and voluntarily, upon consultation and advice of Named Plaintiffs' private legal counsel, and they have been given a reasonable amount of time to consider this Agreement.

Plaintiff Mary Barber agrees that she will not apply for or accept employment with Grundfos or any of its affiliated entities. Ms. Barber agrees that in the event such employment occurs, this provision shall serve as adequate grounds for termination of that employment. Ms. Barber knowingly and voluntarily waives all rights she may otherwise have under federal and state law to reinstatement of such employment.

Named Plaintiffs expressly waive and relinquish any rights and benefits pursuant to California Civil Code Section 1542 or any similar law from another jurisdiction with respect to the Released Claims herein, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542 that reads:

**Section 1542. [Certain claims not affected by general release.] A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Named Plaintiffs expressly accept and assume the risk that additional or different facts or claims may be discovered after execution of this Release, and Named Plaintiffs agree that this Agreement shall remain effective notwithstanding such discovery.

1 Named Plaintiffs shall make no assignment of any Released Claim, and Named Plaintiffs represent  
2 that no such assignment has been made. Named Plaintiffs and Defendant agree that this Agreement  
3 is not to be construed as an admission of any wrongdoing or liability. In exchange for the general  
4 release set forth herein, Grundfos will pay to each Named Plaintiff an Enhancement Award not to  
5 exceed \$10,000.00 (not to exceed \$20,000.00 total). The parties agree that this Enhancement Award  
6 is fair consideration. The parties agree to accept the court's ruling at Final Approval to determine the  
7 actual amount of the Enhancement Award with the understanding that the actual total amount  
8 awarded Named Plaintiffs will be paid out of the Settlement Fund of \$1,250,000.

9 If any provision of this Agreement is determined to be invalid or unenforceable, all of the other  
10 provisions shall remain valid and enforceable notwithstanding, unless the provision found to be  
11 unenforceable is of such material effect that the Agreement cannot be performed in accordance with  
12 the intent of the Parties in the absence thereof.

13 This Agreement may be executed in counterparts, and each counterpart shall have the same force and  
14 effect as an original and shall constitute an effective, binding agreement on the part of each of the  
15 undersigned Parties. The Parties agree that this Agreement may be executed using facsimile  
16 signatures and that such signatures shall be deemed to be as valid as original signatures.

17 NAMED PLAINTIFFS AFFIRM THAT THEY ARE IN GOOD HEALTH AND FULLY  
18 COMPETENT TO MANAGE THEIR BUSINESS AFFAIRS AND THAT THEY ARE SIGNING  
19 THIS AGREEMENT KNOWINGLY AND VOLUNTARILY; THEY HAVE CAREFULLY  
20 READ THIS ENTIRE AGREEMENTS, FULLY UNDERSTAND THE FINAL EFFECT OF THIS  
21 AGREEMENT AND UNDERSTAND THAT THE ONLY PROMISES MADE TO THEM TO  
22 SIGN THIS AGREEMENT ARE THOSE STATED AND CONTAINED IN THIS AGREEMENT  
23 AND IN THE STIPULATION OF SETTLEMENT.

24 IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

25 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
26 Mary Barber

27 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
28 Isabel Fernandez

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Grundfos Pumps Corporation

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