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9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN BERNARDINO**

12 **DAVID WALKER**, an individual, on behalf  
13 of himself and all others similarly situated,

14 Plaintiffs,

15 vs.

16 **HOWMET AEROSPACE, INC.**, a  
Delaware corporation; **SCHLOSSER**  
17 **FORGE COMPANY**, a Delaware  
corporation; and **DOES 1-50**,

18 Defendants.  
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Case No. CIVDS2022311

[Assigned for all purposes to Hon. Joseph T.  
Ortiz, Dept. S17-SBJC]

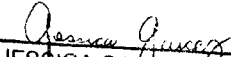
**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: June 28, 2023  
Time: 1:30 p.m.  
Dept. S17-SBJC  
Honorable Hon. Joseph T. Ortiz

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUN 28 2023

BY   
JESSICA GARCEZ, DEPUTY

1 The Motion for Preliminary Approval of a Class Action Settlement came before this  
2 Court, on June 28, 2023, 1:30 p.m. The Court, having considered the Parties' Class Action and  
3 PAGA Settlement Agreement and Class Notice and the papers submitted in support of the  
4 application of the Plaintiff, HEREBY ORDERS THE FOLLOWING:

5 1. Plaintiff David Walker ("Plaintiff" or "Class Representative") and Defendants  
6 Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc.,  
7 Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Alcoa Corporation,  
8 Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New  
9 Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp.  
10 (collectively, "Defendants") (Plaintiff and Defendants, together, the "Parties"), through their  
11 counsel of record in the Action, have reached an agreement to settle all claims in the Action on  
12 behalf of the Class as a whole.

13 2. The Court grants preliminary approval of the Settlement and the Settlement Class,  
14 and the Gross Settlement Amount of Three Hundred Ninety-Five Thousand Dollars  
15 (\$395,000.00), based upon the terms set forth in the Class Action and PAGA Settlement  
16 Agreement (and its exhibits) ("Settlement" or "Settlement Agreement") attached to the  
17 Declaration of Jeremy F. Bollinger as Exhibit 1. All terms used herein shall have the same  
18 meaning as defined in the Settlement. The Settlement appears to be fair, adequate and reasonable  
19 to the Settlement Class.

20 3. The Settlement falls within the range of reasonableness and appears to be  
21 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
22 and final approval by this Court. The Court preliminarily finds that the Settlement is fair,  
23 adequate and reasonable and in the best interest of the absent class members.

24 4. A final fairness hearing on the question of whether the proposed settlement of the  
25 Action on the terms and conditions provided for in the Settlement is fair, adequate and reasonable  
26 and should be finally approved by the Court and whether a Judgment, should be entered herein,  
27 and a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs  
28 and the Class Representative's Service Award is scheduled in Department S17-SBJC on the date

1 and time set forth in the Implementation Schedule in Paragraph 11 below.

2           5.       This Court approves, as to form and content, the Notice of Class Action and  
3 PAGA Settlement (“Notice”), in substantially the form attached to the Settlement as Exhibit A  
4 and attached hereto as **Exhibit 1** to this Order, and also approves the procedure for Class  
5 Members to participate in, opt out of, and object to, the Settlement as set forth in the Settlement  
6 Agreement and Notice.

7           6.       The Court directs the mailing of the Notice of Class Action and PAGA Settlement,  
8 in accordance with the Implementation Schedule, and finds the dates selected for the mailing and  
9 distribution of the mailing of the Notice, as set forth in the Implementation Schedule, meet the  
10 requirements of due process and provide the best notice practicable under the circumstances and  
11 shall constitute due and sufficient notice to all persons entitled thereto.

12           7.       Any Class Member may choose to opt out of and be excluded from the Settlement  
13 as provided in the Settlement and Notice of Class Action and PAGA Settlement and by following  
14 the instructions for requesting exclusion. Any person who timely and properly opts out of the  
15 settlement will not be bound by the Settlement or have any right to object, appeal or comment  
16 thereon. Any Opt Out request must be signed by each such Class Member opting out and must  
17 otherwise comply with the requirements delineated in the Notice. Class Members who have not  
18 requested exclusion by submitting a valid and timely request to do so by the Opt Out Deadline  
19 shall be bound by all determinations of the Court. Any Class Member who timely submits both an  
20 Opt-Out and an Objection shall be deemed to have waived his or her Objection and shall be  
21 excluded from the Class. Aggrieved Employees under PAGA shall not be allowed to opt-out,  
22 exclude themselves or object to the PAGA portion of the Settlement. Aggrieved Employees,  
23 irrespective of their status as a Class Member, will still be bound by the Settlement and release of  
24 Released PAGA Claims.

25           8.       The Court hereby preliminarily and conditionally certifies the following Class for  
26 settlement purposes only: all California non-exempt employees employed by Defendants during  
27 the Class Period (“Class Members”). The Class Period is defined as the period from June 7, 2017  
28 through May 31, 2022. The release period for claims for failure to reimburse business expenses

1 pursuant to Labor Code § 2802 shall be from June 7, 2017 through May 31, 2022 (“Class  
 2 Reimbursement Release Period”). The release period for those other Released Claims for or  
 3 related to alleged unpaid overtime and minimum wages, failure to timely pay wages at separation,  
 4 failure to provide meal and rest breaks and/or premiums, failure to provide accurate wage  
 5 statements, unfair competition, unfair business practices, unlawful business practices, and  
 6 fraudulent business practices shall be from March 6, 2021 through May 31, 2022 (“Class Non-  
 7 Reimbursement Release Period”).

8 9. The Court preliminarily confirms Plaintiff David Walker as Class Representative,  
 9 and Moss Bollinger, LLP as Class Counsel. Class Counsel is authorized to act on behalf of the  
 10 Class with respect to all acts or consents required by, or which may be given, pursuant to the  
 11 Settlement, and such other acts reasonably necessary to finalize the Settlement and its terms. Any  
 12 Class Member may enter an appearance through his or her own counsel at such Class Member’s  
 13 own expense. Any Class Member who does not enter an appearance or appear on his or her own  
 14 behalf will be represented by Class Counsel.

15 10. The Court confirms Phoenix Settlement Administrators as the Settlement  
 16 Administrator.

17 11. The Court orders the following **Implementation Schedule** for further proceedings:

Preliminary Approval Granted	<u>6/20/23</u> , 2023
Deadline for Defendants to provide Class Data to Settlement Administrator	<u>[scribble]</u> , 2023 (within thirty (30) calendar days of entry of the Order Granting Preliminary Approval of Settlement) (Settlement ¶ 4.2)
Deadline for Settlement Administrator to mail the Notice	<u>[scribble]</u> , 2023 (within fourteen (14) calendar days after receipt of Class Data from Defendants) (Settlement ¶ 7.4.2)
Deadline to Opt-Out or Object and/or dispute the number of workweeks worked	<u>[scribble]</u> , 2023 (forty-five (45) calendar days from the date the Notice of

1		Settlement was mailed to Class Members) (Settlement ¶¶ 7.5, 7.7.)
2	Settlement Administrator to provide a	
3	declaration of due diligence and proof of	<del>2023</del> (twenty-one
4	mailing with regard to the mailing of the	(21) court days before Final Approval
5	Notice to counsel for all Parties	Hearing)
6	Deadline to file Final Approval Motion	<del>2023</del> (sixteen
7		(16) court days before Final Approval
8	Final Approval Hearing	Hearing)
9		11/11/2023, 2023, at
10		1:30 a.m. (p.m.)
11	Effective Date	The later of (i) the Judgment of the Court
12		granting final approval of the settlement is
13		final and no longer subject to appeal, if there
14		are objections, or (ii) 20 days after Notice is
15		provided by Plaintiff to Defendant that the
16		Court entered the order on final approval of
17		the settlement, if there are no objections.
18		(Settlement ¶ 1.18.)
19	Deadline for Defendant to deposit Gross	Within thirty (30) calendar days of the
20	Settlement Amount plus employer's share of	Effective Date. (Settlement ¶ 4.3.)
21	payroll taxes to the Settlement	
22	Administrator's Qualified Settlement Fund	
23	Deadline for Settlement Administrator to	Within fifteen (15) calendar days of
24	mail or wire all required payments to	Defendants' funding of Settlement, the
25	Participating Class Members, Plaintiff, the	administrator shall mail the Individual
26	LWDA, and Class Counsel	Settlement Payments to Participating Class
27		Members and Aggrieved Employees, and
28		deliver any awards of Attorneys' Fees and
		Costs to Class Counsel, the Service Award to
		Plaintiff and the portion of the PAGA
		Payment due to the LWDA. (Settlement ¶
		4.4.)
	Deadline for Class Members to cash	One hundred and eighty (180) days from the
	settlement checks	date of the checks' issuance (Settlement ¶
		4.4.1.)

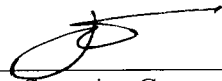
1 2 3 4	Deadline for Plaintiff and Settlement Administrator to provide written certification of such completion to the Court and all counsel	TBD
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5 12. In the event that the Effective Date occurs, all Class Members who do not opt out  
6 of the Settlement and the Class Representative will be deemed to have forever released and  
7 discharged the Released Claims applicable to them as set forth in the Settlement.

8 13. The Court reserves the right to adjourn or continue the date of the Final Fairness  
9 Hearing and all dates provided for in the Settlement without further notice to the Class, and  
10 retains jurisdiction to consider all further applications arising out of or connected with the  
11 Stipulation.

12 IT IS SO ORDERED ADJUDGED AND DECREED.

13 DATED: 6/28/23

14   
\_\_\_\_\_  
Judge of the Superior Court, County of San Bernardino

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16 **JOSEPH T. ORTIZ**  
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# **EXHIBIT A**

**to Proposed Order**

1                   **COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**  
2                   **HEARING DATE FOR FINAL COURT APPROVAL**

3                   *David Walker v. Howmet Aerospace, Inc., et al.*

4                   San Bernardino Superior Court Case No. CIVDS2022311

5  
6                   ***The Superior Court for the State of California authorized this Notice. Read it carefully!***  
7                   ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

8  
9                   **You may be eligible to receive money** from an employee class action and PAGA lawsuit  
10 (“Action”) against Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners &  
11 Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Howmet  
12 Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals  
13 Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp (collectively referred to as  
14 “Howmet” or “Defendants”) for alleged wage and hour violations. The Action was filed by a former  
15 Howmet employee, David Walker (“Plaintiff’), and seeks payment of (1) back wages and other relief  
16 for a class of current and former non-exempt, hourly paid employees of Defendants employed in  
17 California at any time from June 7, 2017, through May 31, 2022 (“Class Period”) (“Class Members”);  
18 and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and  
19 former non-exempt, hourly paid employees of Defendants employed in California at any time from  
20 June 7, 2020, through May 31, 2022 (“PAGA Period”) (“Aggrieved Employees”). The release period  
21 for claims for failure to reimburse business expenses pursuant to Labor Code § 2802 shall be from  
22 June 7, 2017 through May 31, 2022. The release period for those other Released Claims for or related  
23 to alleged unpaid overtime and minimum wages, failure to timely pay wages at separation, failure to  
24 provide meal and rest breaks and/or premiums, failure to provide accurate wage statements, unfair  
25 competition, unfair business practices, unlawful business practices, and fraudulent business practices  
26 shall be from March 6, 2021 through May 31, 2022.



1 The proposed Settlement has two main parts: (1) a Class Settlement requiring Howmet to fund  
2 Individual Class Payments, and (2) a PAGA Settlement requiring Howmet to fund Individual PAGA  
3 Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

4 Based on Defendants’ records, and the Parties’ current assumptions, your **Individual Class**  
5 **Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is**  
6 **estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will depend  
7 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to  
8 Howmet’s records you are not eligible for an Individual PAGA Payment under the Settlement because  
9 you did not work during the PAGA Period.)

10 The above estimates are based on Howmet’s records showing that **you worked**  
11 **workweeks** during the Class Period and **you worked \_\_\_\_\_workweeks** during the PAGA Period and  
12 that **you experienced \_\_\_\_\_terminations.** If you believe that you worked more workweeks during  
13 either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

14 The Court has already preliminarily approved the proposed Settlement and approved this  
15 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected  
16 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read  
17 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve  
18 the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys  
19 (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Howmet to  
20 make payments under the Settlement and requires Class Members and Aggrieved Employees to give  
21 up their rights to assert certain claims against Howmet.

22 If you worked for Defendants during the Class Period and/or the PAGA Period, you have two  
23 basic options under the Settlement:

- 24 (1) **Do Nothing.** You don’t have to do anything to participate in the proposed  
25 Settlement and be eligible for an Individual Class Payment and/or an Individual  
26 PAGA Payment. If you do nothing, and the Court approves the Settlement, as a  
27 Participating Class Member, though, you will give up your right to assert Class  
28 Period wage claims and PAGA Period penalty claims against Howmet.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Howmet, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment and will be subject to the Released PAGA Claims. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement.

**Howmet will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement ("Released Claims").</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is</b></p> <p>_____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Howmet must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> <p>_____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the</p>

	amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
<b>You Can Participate in the _____ Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by _____</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Howmet's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. <i>See</i> Section 4 of this Notice.

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former Howmet employee. The Action accuses Howmet of violating California labor laws by failing to pay minimum wages; failing to pay overtime wages; failing to provide adequate meal periods and pay all premiums owed; failing to pay all rest period premiums; failing to furnish accurate itemized wage statements; failing to pay all wages upon cessation of employment; failing to reimburse business expenditures; and unfair competition. Based on the same claims, Plaintiff asserted a claim for civil penalties for the same labor code violations under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP ("Class Counsel.")

Howmet denies violating any laws or failing to pay any wages as alleged in the Action and contends it complied with all applicable laws.

**2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Howmet or Plaintiff is correct on the merits.

1 In the meantime, Plaintiff and Howmet hired an experienced, neutral mediator in an effort to  
2 resolve the Action by negotiating an to end the case by agreement (settle the case) rather than  
3 continuing the expensive and time-consuming process of litigation. The negotiations were successful.  
4 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court  
5 to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Howmet have  
6 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the  
7 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Howmet does not  
8 admit any violations or concede the merit of any claims.

9 Plaintiff and Class Counsel agree that: (1) Howmet has agreed to pay a fair, reasonable and  
10 adequate amount considering the strength of the claims and the risks and uncertainties of continued  
11 litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.  
12 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized  
13 this Notice, and scheduled a hearing to determine Final Approval.

14 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED**  
15 **SETTLEMENT?**

16 1. Howmet Will Pay Three Hundred Ninety-Five Thousand Dollars (\$395,000) as the  
17 Gross Settlement Amount (“Gross Settlement”). Howmet has agreed to deposit the Gross Settlement  
18 into an account controlled by the Administrator of the Settlement. The Administrator will use the  
19 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class  
20 Representative Service Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
21 Payment, the Administrator Expenses Payment, and penalties to be paid to the California Labor and  
22 Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Howmet  
23 will fund the Gross Settlement not more than thirty (30) calendar days after the Judgment entered by  
24 the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later  
25 date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

26 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,  
27 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross  
28 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- 1 A. Up to \$138,250.00 (35% of the Gross Settlement) to Class Counsel for  
2 attorneys' fees (subject to increase if the Gross Settlement increases) and up to  
3 \$14,000 for their litigation expenses. To date, Class Counsel have worked and  
4 incurred expenses on the Action without payment.
- 5 B. Up to \$10,000 as a Class Representative Service Payment for filing the Action,  
6 working with Class Counsel and representing the Class. A Class Representative  
7 Service Payment will be the only monies Plaintiff will receive other than  
8 Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- 9 C. Up to \$22,995 to the Administrator for services administering the Settlement.
- 10 D. Approximately \$8,000 for PAGA Penalties for PAGA Penalties, allocated 75%  
11 to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the  
12 Aggrieved Employees based on their PAGA Period Pay Periods.

13 Participating Class Members have the right to object to any of these deductions. The Court  
14 will consider all objections.

15 3. Net Settlement Distributed to Class Members. After making the above deductions in  
16 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the  
17 "Net Settlement") by making Individual Class Payments to Participating Class Members based on  
18 their Class Period Workweeks.

19 4. Taxes Owed on Payments to Class Members. Plaintiff and Howmet are asking the  
20 Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage  
21 Portion") and 80% to non-economic damages and interest ("Non-Wage Portion."). The Wage Portion  
22 is subject to withholdings and will be reported on IRS W-2 Forms. (Howmet will separately pay  
23 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as  
24 penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA  
25 Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

26 Although Plaintiff and Defendants have agreed to these allocations and think they are fair,  
27 neither side is giving you any advice on whether your Payments are taxable or how much you might  
28 owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes)

1 on any Payments received from the proposed Settlement. You should consult a tax advisor if you have  
2 any questions about the tax consequences of the proposed Settlement.

3 5. Need to Promptly Cash Payment Checks. The front of every check issued for  
4 Individual Class Payments and Individual PAGA Payments will show the date when the check expires  
5 (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and  
6 the monies will be transmitted to The Red Cross of Los Angeles.

7 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a  
8 Participating Class Member, participating fully in the Class Settlement, unless you notify the  
9 Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to  
10 notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_  
11 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her  
12 representative setting forth a Class Member's name, present address, telephone number, and a simple  
13 statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-  
14 Participating Class Members) will not receive Individual Class Payments, but will preserve their rights  
15 to personally pursue wage and hour claims against Howmet. You cannot opt-out of the PAGA portion  
16 of the Settlement or the Released PAGA Claims. Class Members who exclude themselves from the  
17 Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments  
18 and are required to give up their right to assert PAGA claims against Howmet based on the PAGA  
19 Period facts alleged in the Action (the "Released PAGA Claims").

20 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is  
21 possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment.  
22 It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Howmet  
23 have agreed that, in either case, the Settlement will be void: Howmet will not pay any money and  
24 Class Members will not release any claims against Howmet.

25 8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement**  
26 **Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process  
27 Class Members' Requests for Exclusion. The Administrator will also decide Class Member  
28 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other

1 tasks necessary to administer the Settlement. The Administrator's contact information is contained in  
2 Section 9 of this Notice.

3 9. Participating Class Members' Release. After the Judgment is final and Howmet has  
4 fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class  
5 Members will be legally barred from asserting any of the claims released under the Settlement. This  
6 means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot  
7 sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class  
8 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved  
9 by this Settlement.

10 The Participating Class Members will be bound by the following release:

11 All Participating Class Members on behalf of themselves and their respective  
12 former and present representatives, agents, attorneys, heirs, administrators,  
13 successors, and assigns, release Defendants and Released Parties from all  
14 claims pleaded in the Operative Complaint in the Action and which reasonably  
15 could have been alleged under the same or similar facts, allegations and/or  
16 claims pleaded in the Action, against the Released Parties, for work performed  
17 during the Class Period, including: all claims under state, federal and local law  
18 arising out of the allegations made in the Action and that reasonably arise or  
19 could have arisen out of the facts alleged in the Action as to the Class Members  
20 only with regard to those claims for or related to alleged unpaid overtime and  
21 minimum wages (Labor Code §§ 510, 1194, 1197, 1198, 1199); failure to  
22 timely pay wages at separation (Labor Code §§ 201-204); failure to reimburse  
23 business expenses (Labor Code §§ 2800 and 2802); failure to provide meal and  
24 rest breaks and/or premiums (Labor Code § 226.7, 512(a)); failure to provide  
25 accurate wage statements (Labor Code § 226); unfair competition, unfair  
26 business practices, unlawful business practices, fraudulent business practices  
27 (Business & Professions Code § 17200, *et seq.*); and PAGA claims for civil  
28 penalties (Labor Code § 2698, *et seq.*) due to any of the same alleged Labor  
Code violations of Defendants by Plaintiff during the Class Period listed above,  
interest, fees, costs (collectively, "Released Claims").

Aggrieved Employees will be bound by the following release:

Aggrieved Employees on behalf of themselves and their respective former and  
present representatives, agents, attorneys, heirs, administrators, successors, and  
assigns, release, discharge, and are forever barred from pursuing against  
Defendants and the Released Parties any and all claims for civil penalties under  
PAGA (the California Labor Code Private Attorney General Act (Cal. Labor  
Code §2698 *et seq.*)) for any and all claims that were alleged in the Operative  
Complaint or that reasonably could have been alleged in the Operative  
Complaint based on or arising from the same or similar facts, allegations, and/or  
claims pleaded or asserted in the Operative Complaint or PAGA Notice,  
including: all claims under state, federal and local law arising out of the  
allegations made in the Action and that reasonably arise or could have arisen  
out of the facts alleged in the Action as to the Aggrieved Employees only with

1 regard to those claims for or related to alleged unpaid overtime and minimum  
2 wages (Labor Code §§ 510, 1194, 1197, 1198, 1199); failure to timely pay  
3 wages at separation (Labor Code §§ 201-204); failure to reimburse business  
4 expenses (Labor Code §§ 2800 and 2802); failure to provide meal and rest  
5 breaks and/or premiums (Labor Code § 226.7, 512(a)); failure to provide  
6 accurate wage statements (Labor Code § 226); unfair competition, unfair  
7 business practices, unlawful business practices, fraudulent business practices  
8 (Business & Professions Code § 17200, *et seq.*) (collectively, “Released PAGA  
9 Claims”).

#### 6 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

7 1. Individual Class Payments. The Administrator will calculate Individual Class  
8 Payments using the following formula: The Administrator shall add together all Workweeks worked  
9 by Class Members during the Class Reimbursement Release Period and the Class Non-Reimbursement  
10 Release Period (excluding those worked by Non-Participating Class Members) to determine the  
11 “Participating Class's Total Weeks.” For each Workweek worked by a Participating Class Member  
12 during the Class Reimbursement Release Period, the Participating Class Member will receive one (1)  
13 “Net Settlement Share”. For each Workweek worked by a Participating Class Member during the Non-  
14 Class Reimbursement Release Period, the Participating Class Member will receive three (3) “Net  
15 Settlement Shares”. For every Workweek worked by a Participating Class Member in the position of  
16 grinder, the Participating Class Member will receive an additional five (5) “Net Settlement Shares”.  
17 For every Workweek worked by a Participating Class Member whose job position required the use of  
18 a mask and was not provided a mask or paid a \$75 stipend to purchase masks, the Participating Class  
19 Member will receive one additional (1) “Net Settlement Share”. Every Participating Class Member  
20 whose job position required the use of boots will receive an additional two (2) “Net Settlement  
21 Shares”. Every Participating Class Member whose employment by Defendants terminated during the  
22 period of June 7, 2018 through the May 31, 2022, will receive an additional five (5) “Net Settlement  
23 Shares”. The Administrator shall then divide each Participating Class Member’s total Net Settlement  
24 Shares by the Participating Class's Total Weeks in order to determine the “Percentage Share” of each  
25 Participating Class Member. Each Participating Class Member shall be entitled to receive a Settlement  
26 Award equal to his or her Percentage Share of the Class Distribution Fund.

27 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA  
28 Payments by (a) dividing approximately \$2,000 by the total number of PAGA Pay Periods worked by



1 all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods  
2 worked by each individual Aggrieved Employee.

3 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked  
4 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period,  
5 as recorded in Howmet's records, are stated in the first page of this Notice. You have until \_\_\_\_\_  
6 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your  
7 challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this  
8 Notice has the Administrator's contact information. You need to support your challenge by sending  
9 copies of pay stubs or other records. The Administrator will accept Howmet's calculation of  
10 Workweeks and/or Pay Periods based on Howmet's records as accurate unless you send copies of  
11 records containing contrary information. You should send copies rather than originals because the  
12 documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period  
13 challenges based on your submission and on input from Class Counsel (who will advocate on behalf  
14 of Participating Class Members) and Howmet's Counsel. The Administrator's decision is final. You  
15 can't appeal or otherwise challenge its final decision.

## 16 5. HOW WILL I GET PAID?

17 1. Participating Class Members. The Administrator will send, by U.S. mail, a single  
18 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including  
19 those who also qualify as Aggrieved Employees. The single check will combine the Individual Class  
20 Payment and the Individual PAGA Payment. The Released Claims will apply to you whether you  
21 cash or don't cash the Individual Class Payment and/or Individual PAGA Payment check(s).

22 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single  
23 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement  
24 (i.e., every Non-Participating Class Member). The PAGA Settlement will apply to you whether you  
25 cash or do not cash the Individual PAGA Payment check.

26 **Your check will be sent to the same address as this Notice. If you change your address,**  
27 **be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**  
28 **Administrator's contact information.**

1                                   **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

2           Submit a written and signed letter with your name, present address, telephone number, and a  
3 simple statement that you do not want to participate in the Settlement. The Administrator will exclude  
4 you based on any writing communicating your request be excluded. Be sure to personally sign your  
5 request, identify the Action as *David Walker v. Howmet Aerospace Inc., et al., San Bernardino*  
6 **Superior Court Case No. CIVDS2022311**, and include your identifying information (full name,  
7 address, telephone number, approximate dates of employment, and social security number for  
8 verification purposes). You must make the request yourself. If someone else makes the request for  
9 you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_**  
10 **\_\_\_\_\_**, or it will be invalid. Section 9 of the Notice has the Administrator’s contact information.

11                                   **7. HOW DO I OBJECT TO THE SETTLEMENT?**

12           Only Participating Class Members have the right to object to the Settlement. Before deciding  
13 whether to object, you may wish to see what Plaintiff and Howmet are asking the Court to approve.  
14 At least sixteen (16) court days before the [INSERT DATE OF FINAL APPROVAL HEARING]  
15 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final  
16 Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2)  
17 a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is  
18 requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a  
19 Class Representative Service Award. You can view these documents on the Administrator’s Website  
20 \_\_\_\_\_ (url) \_\_\_\_\_ or the Court’s website \_\_\_\_\_ (url) \_\_\_\_\_.

21           A Participating Class Member who disagrees with any aspect of the Agreement, the Motion  
22 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
23 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
24 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**  
25 **Administrator is \_\_\_\_\_**. Be sure to tell the Administrator what you object to, why you object,  
26 and any facts that support your objection. Make sure you identify the Action *David Walker v. Howmet*  
27 **Aerospace Inc., et al., San Bernardino Superior Court Case No. CIVDS2022311** and include your  
28

1 name, current address, telephone number, and approximate dates of employment for and sign the  
2 objection. Section 9 of this Notice has the Administrator's contact information.

3 Alternatively, a Participating Class Member can object by attending the Final Approval  
4 Hearing. You (or an attorney of your choice) should be ready to tell the Court what you object to,  
5 why you object, and any facts that support your objection. See Section 8 of this Notice (immediately  
6 below) for specifics regarding the Final Approval Hearing.

### 7 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

8 You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at  
9 (time) in Department S-26 of the San Bernardino Justice Center, located at 247 West Third Street, San  
10 Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the  
11 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the  
12 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel  
13 before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via  
14 CourtCall (<https://www.sb-court.org/general-information/remote-access>) Check the Court's website  
15 for the most current information.

16 It's possible the Court will reschedule the Final Approval Hearing. You should check the  
17 Administrator's website \_\_\_\_\_ beforehand or contact Class  
18 Counsel to verify the date and time of the Final Approval Hearing.

### 19 **9. HOW CAN I GET MORE INFORMATION?**

20 The Agreement sets forth everything Howmet and Plaintiff have promised to do under the  
21 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement  
22 documents is to go to \_\_\_\_\_ (specify entity) 's website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also  
23 telephone the Administrator using the contact information listed below, or consult the Superior Court  
24 website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action,  
25 Case No. CIVDS2022311. You can also make an appointment to personally review court documents  
26 in the Clerk's Office at the San Bernardino District – Civil Division by calling (909) 708-8678.

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**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, Jorge A. Flores  
Name of Attorney: Jeremy F. Bollinger  
Email Address: jeremy@mossbollinger.com  
Name of Firm: Moss Bollinger LLP  
Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403  
Telephone: (310) 982-2984

Settlement Administrator:

Name of Company: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void you should consult the Unclaimed Property Fund \_\_\_\_\_  
\_\_\_\_\_ for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.