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14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF TEHAMA**
16 **UNLIMITED JURISDICTION**

17 MELISSA FURMAN, individually and on
18 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 SET AND SERVICE RESOURCES, LLC,

21 Defendant.

Case No.: 20CI000012

**STIPULATED CLASS ACTION
SETTLEMENT**

Complaint filed: January 10, 2020
FAC filed: May 12, 2020
SAC filed: July 16, 2020

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Attorneys for Defendant
SET AND SERVICE RESOURCES, LLC

1 This is a stipulated settlement of a class and representative action (the “Agreement”).
2 This Agreement is made by and between Plaintiff Melissa Furman, individually, the “Settlement
3 Class Members” (defined below), and all “Aggrieved Employees” (defined below), on the one
4 hand and Defendant Set and Service Resources, LLC, on the other.

5 **I. DEFINITIONS**

6 For ease of reference, this section defines some terms used in this Agreement, which shall
7 have the meanings ascribed to them as set forth below unless expressly defined otherwise:

- 8 **A. Action:** *Melissa Furman v. Set and Service Resources, LLC, et al.*, filed January 10,
9 2020 in the Tehama County Superior Court, Case No. 20CI000012, and removed to
10 the United States District Court for the Eastern District of California on February
11 14, 2020, Case No. 2:20-cv-00361-JAM-DMC. The Action encompasses, but is not
12 limited to, all claims alleged in the Operative Complaint, *infra*.
- 13 **B. Aggrieved Employees:** all Class Members employed during the PAGA Period,
14 *infra*, and eligible to participate in a settlement of the claims brought in the Action
15 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §
16 2698, *et seq.*
- 17 **C. Attorneys’ Fees and Costs:** Two Hundred Sixteen Thousand Six Hundred Sixty Six
18 Dollars and Sixty Six Cents (\$216,666.66), or one-third (1/3) of the Settlement
19 Fund, *infra*, plus Class Counsel’s costs and expenses in the amount of up to \$10,000
20 which Defendant agrees not to oppose, subject to the Court’s approval.
- 21 **D. Claims Administration Expenses:** the Claims Administrator will send the Class
22 Notice and Individual Settlement Shares by first-class mail. The postage and/or
23 printing costs for the notices and the checks to Participating Class Members shall be
24 paid out of the Settlement Fund. Any other administrative costs related to Class
25 Administration also will be paid out of the Settlement Fund.
- 26 **E. Claims Administrator:** Rust Consulting, who will be responsible for the
27 administration of all class claims, including mailing the Class Notices, receiving
28 and administering any opt-outs, receiving any objections, and printing and mailing

checks to Participating Class Members.

- F. Class Counsel:** Todd M. Friedman and Adrian R. Bacon, Law Offices of Todd M. Friedman, P.C., 21550 Oxnard St., Suite 780, Woodland Hills, CA 91367; Lonnie C. Blanchard, III, The Blanchard Law Group, APC, 3579 East Foothill Boulevard No. 338, Pasadena, CA 91107
- G. Class Members:** all individuals who were employed by Defendant as a non-exempt employee in California during the Class Period, *infra*.
- H. Class Notice:** the Notice of Class Action Settlement, mailed to all Class Members, as set forth herein.
- I. Class Period:** January 10, 2016 through June 1, 2021.
- J. Court:** the Superior Court of California County of Tehama.
- K. Defendant:** Set and Service Resources, LLC, the named Defendant in the Action.
- L. Defense Counsel:** Nathan W. Austin, Kelsey F. Morris, Jackson Lewis P.C., 400 Capitol Mall, Suite 1600, Sacramento, CA 95814.
- M. Effective Date:** the date on which all time limitations for filing an appeal from the Court's Judgment and a final order approving settlement of the Action have expired without a notice of appeal having been timely filed.
- N. Gross Settlement Amount:** Six Hundred Fifty Thousand Dollars (\$650,000).
- O. Individual Settlement Share:** the individual shares of the Net Settlement Amount, inclusive of any taxes withheld, that shall be paid to each Participating Class Member, the calculation of which is provided herein (Sec.III.E.5).
- P. Net Settlement Amount:** the Gross Settlement Amount, less the Service Award, Attorneys' Fees and Costs, Claims Administration Expenses, and the PAGA Allocation.
- Q. Operative Complaint:** the Second Amended Complaint ("SAC") filed in the Action on July 16, 2020 in Tehama County Superior Court, Case No. 20CI000012.
- R. Opt Out / Objection Period:** Class Members shall have forty-five (45) days from the date Class Notice is first mailed to object to or exclude themselves from the

1 Settlement. No Party shall encourage any Class Member to object to or opt out of
2 the Settlement.

3 S. PAGA Allocation: Ten Thousand Dollars (\$10,000) as penalties for all claims
4 against Defendant alleged pursuant to PAGA.

5 T. PAGA Period: March 14, 2019 through June 1, 2021.

6 U. Participating Class Members: all Class Members and Aggrieved Employees who do
7 not timely opt-out of the Settlement.

8 V. Parties: Defendant, Plaintiff, and Participating Class Members.

9 W. Plaintiff: Melissa Furman, the named Plaintiff and class representative in the
10 Action.

11 X. Preliminary Approval: Class Counsel shall draft and file a motion for preliminary
12 approval within ninety (90) days of execution of the Agreement.

13 Y. Qualifying Workweeks: the total number of workweeks within the Class Period that
14 a Class Member worked for Defendant based on Defendant's records, excluding
15 leaves of absence and vacation.

16 Z. Released Claims: all claims, demands, rights, liabilities, and/or causes of action of
17 any nature and description, known or unknown, in law or in equity, that were
18 asserted or could have been asserted at any time in the Action based on the facts,
19 theories, and/or claims alleged therein, including and covering claims for violations
20 of any state or federal statutes, rules or regulations including, but not limited to,
21 California Labor Code sections 200, 201, 202, 203, 218.6, 226, 226.7, 500, 510,
22 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.*,
23 California Industrial Welfare Commission Wage Orders, and Business and
24 Professions Code sections 17200, *et seq.*, claims that were asserted or could have
25 been asserted at any time in the Action based on the facts alleged therein by any
26 Class Member and/or Aggrieved Employee that Defendant, at any time during the
27 Class Period and/or PAGA Period regarding the following causes of action alleged
28 in the Complaint: 1) failed to pay all wages, including minimum wages; 2) failed to

1 pay overtime wages; 3) failed to provide timely, full, and uninterrupted rest periods
2 or a penalty payment in lieu thereof; 4) failed to provide timely, full, and
3 uninterrupted meal periods or a penalty payment in lieu thereof; 5) failed to provide
4 accurate itemized wage statements; 6) failed timely to pay all wages earned and
5 owed during employment or on termination of employment; 7) failed to provide
6 restitution for unpaid sums; 8) failed to maintain accurate records; 9) violated the
7 Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.*; and 10)
8 owed penalties pursuant to PAGA, including Labor Code section 558. This
9 Settlement is conditioned upon the release by all Participating Class Members of
10 any PAGA claim and upon covenants by all Participating Class Members that they
11 will not participate in any other proceeding seeking penalties pursuant to PAGA
12 (collectively, the “Released Claims”). The period of the Released Claims shall be
13 co-extensive with the Class Period. The Parties agree that the settlement and release
14 of claims provided herein shall have *res judicata* effect.

15 **AA. Released Parties:** (i) Defendant Set and Services Resources, LLC; (ii) SASR
16 Workforce Solutions, LLC (ii) each of Defendant’s respective past, present and
17 future parents, subsidiaries, and affiliates including, without limitation, any
18 corporation, limited liability company, partnership, trust, foundation, and non-profit
19 entity which controls, is controlled by, or is under common control with Set and
20 Services Resources, LLC Or SASR Workforce Solutions, LLC; (iii) the past,
21 present and future shareholders, directors, officers, agents, employees, attorneys,
22 insurers, members, partners, managers, contractors, agents, consultants,
23 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
24 successors, and assigns of any of the foregoing; and (iv) any individual or entity
25 which could be jointly liable with any of the foregoing.

26 **BB. Service Award:** Defendant shall not oppose a service award to Plaintiff in the
27 amount of Ten Thousand Dollars (\$10,000), to be paid out of the Gross Settlement
28 Amount. The award is in addition to the Plaintiff’s Individual Settlement Share.

1 **CC. Settlement:** the disposition of the Action pursuant to this Agreement.

2 **DD. Settlement Fund:** if no objection to the Settlement is made, Defendant shall
3 provide the Gross Settlement Amount to the Claims Administrator within thirty (30)
4 days of Final Approval by the Court, assuming no appeal has been filed, or the date
5 the judgment is final and no longer subject to appeal, but in no event prior to nine
6 (9) months from the date of mediation (June 1, 2021). The payment of all Individual
7 Settlement Shares, Claims Administration Expenses, Attorneys' Fees and Costs,
8 and the Service Award, shall be made by the Claims Administrator to Participating
9 Class Members and Class Counsel within fifteen (15) days of the date the
10 Settlement is funded.

11 **II. BACKGROUND**

12 On January 10, 2020, Plaintiff filed a complaint in the Tehama County Superior Court on
13 behalf of herself and a class of Merchandisers employed by Defendant in California since
14 January 10, 2016. On February 14, 2020, Defendant filed an Answer and a Notice of Removal
15 in the United States District Court for the Eastern District of California. On May 12, 2020,
16 Plaintiff filed her First Amended Complaint to add a cause of action under the Private Attorneys
17 General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, on behalf of aggrieved employees.
18 Plaintiff filed a Seconded Amended Complaint ("SAC") on July 16, 2020, to supplement the
19 factual allegations.

20 The Parties agreed to private mediation with Glenn E. Lerman, Esq., who is experienced
21 in wage and hour class actions. In advance of mediation, Defendant provided Class Counsel with
22 data regarding Class Members, including Aggrieved Employees. Such data included a random
23 sample of the Class Members' timekeeping and payroll records, in addition to Defendant's
24 written policies and procedures. On June 1, 2021, after extensive investigation and substantial
25 discovery by Plaintiff's counsel, the Parties participated in a full day mediation with Mr.
26 Lerman. Plaintiff and Class Counsel concluded, after taking into account the sharply disputed
27 factual and legal issues involved in this Action, the risks attendant to further litigation, the
28 discovery conducted to date, and the substantial benefits to be received, that settlement as set

1 forth herein was in all Class Members' best interests. After the lengthy negotiation with Mr.
2 Lerman's assistance, the Parties eventually accepted a mediator's proposal, the terms of which
3 are embodied in this Agreement.

4 Plaintiff and Class Counsel are cognizant of problems they face with respect to their
5 burden of proof, many of which were discussed during the mediation and about which Mr.
6 Lerman provided valuable insight. Plaintiff and Class Counsel believe that the Settlement is fair,
7 adequate, and reasonable because it confers substantial benefits on the Class Members, including
8 certain and meaningful recovery in the near term. Defendant and Defense Counsel similarly
9 concluded that the benefits of settling outweighed the risks inherent in continued litigation. The
10 Parties agree that the disputed factual and legal issues in the Action are significant, and the risks,
11 expense, and burden of protracted litigation for all Parties favor settlement on the terms set forth
12 in the Agreement.

13 Finally, the proposed Settlement contemplates the entry of a Judgment and Final Order
14 approving the Settlement, including the discharge of the Released Parties from liability for the
15 Released Claims, which shall have a *res judicata* effect and bar all Participating Class Members
16 from asserting any further claim against Defendant that arises from the facts alleged in the
17 Action.

18 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF** 19 **SETTLEMENT**

20 The Parties and their respective counsel shall use their respective best efforts to obtain the
21 Court's approval and implement this Agreement in accordance with all instructions and/or
22 Orders of the Court. The procedure for obtaining the Court's approval of and implementing the
23 Agreement shall be as follows:

24 **A. Preliminary Approval**

25 Class Counsel will submit this Agreement to the Court for Preliminary Approval. The
26 Court's Preliminary Approval of this Agreement shall be embodied in an Order Granting
27 Preliminary Approval of Class Action Settlement, which shall include: 1) Certification of the
28 Settlement Class for settlement purposes only; 2) Appointing Class Counsel for settlement

1 purposes only; 3) Setting the Final Fairness and Approval Hearing; and 4) Approving Notice of
2 Class Action Settlement, *infra*.

3 **B. Notice of Settlement to Class Members**

4 The Claims Administrator shall disseminate to Class Members, by First-Class US Mail,
5 as described in this Section III(B), the Class Notice and Opt-Out form, which the Parties shall
6 request the Court to approve in the forms attached hereto as Exhibit A (Class Notice) and Exhibit
7 B ("Opt-Out form").

8 1) Class Notice.

9 Notice shall be provided to Class Members in the following manner:

- 10 a. No later than twenty (20) days after the Court grants Preliminary Approval
11 of this settlement, Defendant will provide the Claims Administrator with a
12 list of all Class Members (the "Class List"). The Class List shall state the
13 social security numbers and the last known home address for each such
14 Class Member. The Class List shall also state the dates of employment
15 worked by each such Class Member during the Class Period and/or PAGA
16 Period as indicated by Defendant's records.
- 17 b. Within ten (10) days of receipt of the Class List from Defendant, the
18 Claims Administrator shall mail the Class Notice and the Opt-Out form by
19 First-Class US Mail, postage prepaid, to the last known address of each
20 Class Member, or, in the case of Class Members known to be deceased, to
21 the legal representative of the estate.
- 22 c. The Claims Administrator shall mail with the Class Notice a Statement of
23 Weeks Worked in the form attached hereto as Exhibit C that will state the
24 dates the recipient Class Member worked during the Class and/or PAGA
25 Period, as indicated by Defendant's records, and the number of
26 workweeks that each Class Member worked during the Class and/or
27 PAGA Period.
- 28 d. With respect to those Class Members whose Class Notice is returned as

undeliverable, the Claims Administrator shall promptly attempt to obtain a valid mailing address by use of the Equifax National Change of Address (“NCOA”) database search and skip trace. If another address is identified, the Claims Administrator shall immediately thereafter send the Class Notice and Opt-Out form by First Class U.S. Mail to the new address.

- e. All costs associated with paying, processing, and administering this Settlement, whether foreseen or not, shall be paid from the Gross Settlement Amount.

2) Declaration of Compliance.

No later than thirty (30) days before the Final Fairness and Approval Hearing, the Claims Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process (except for any ongoing attempt to obtain valid mailing addresses for, and the re-sending of, any returned Class Notice), including the steps set forth in Section III(B) (“Declaration of Compliance”), which shall be filed with the Court by Class Counsel with the Motion for Final Approval.

Compliance with the procedures described in this Section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Fairness and Approval Hearing, shall not be subject to objection or collateral attack by any person or entity, and shall satisfy due process requirements. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Claims Administrator to provide notice to Class Members of the Settlement and the Final Fairness and Approval Hearing.

IV. RESPONSES TO NOTICE

This is an all-in, non-reversionary settlement, and each Class Member is entitled to receive an Individual Settlement Share, subject to the terms herein, without “opting in” to the settlement by submitting an individual claim. Every Class Member has three (3) options: 1) do nothing, thereby participating in the settlement and acknowledging the Released Parties and Released Claims as set forth herein; 2) “opt out,” or request to be excluded; or 3) object to the Settlement.

1 **A. Option 1: Do Nothing.**

2 By doing nothing, the Class Member becomes a Participating Class Member and will be
3 entitled to participate in the Settlement. Each Participating Class Member will receive his or her
4 Individual Settlement Share automatically and will be deemed to have acknowledged and
5 accepted the Released Claims as to the Released Parties.

6 **B. Option 2: Request for Exclusion from Settlement.**

7 Any Class Member, or representative thereof, who receives a Class Notice may request to
8 be excluded from the Settlement by submitting the postage pre-paid Opt-Out form (Exhibit B).
9 Any such request must be made in accordance with the terms set forth herein and in the Class
10 Notice and will be deemed timely only if postmarked no later than thirty (30) days after the date
11 of mailing by the Claims Administrator (the "Response Deadline").

12 **C. Option 3: Objections to Settlement.**

13 Any Class Member who wishes to object to the approval of this Settlement ("Objecting
14 Class Member") shall inform the Claims Administrator in writing of his or her intent to object
15 ("Notice of Objection") by following the procedure set forth herein and in the Class Notice no
16 later than the Response Deadline, or such number of days as the Court shall specify before the
17 date of the Final Fairness and Approval Hearing. The date on the postmark or other proof of
18 service shall be deemed the exclusive means for determining whether a Notice of Objection was
19 timely.

20 The Notice of Objection must be signed by the Objecting Class Member and state: 1) the
21 name and case number of this matter; 2) the Objecting Class Member's name, address, and
22 telephone number; 3) whether the objection applies only to the objector, to a specific subset of
23 the class, or to the entire class; 4) the specific grounds for the objection, including all arguments,
24 citations, and evidence in support; 5) whether the objector intends to appear at the Final Fairness
25 and Approval Hearing, with or without counsel; 6) the name and case number of any other
26 proposed class action settlement to which the objecting Class Member submitted an objection;
27 and 7) whether such objection was submitted on the Class Member's behalf or on behalf of a
28 represented third party. Every Objecting Class Member will be deemed a Participating Class

1 Member, and every Class Member who opts out, thereby exclude themselves from the Class, and
2 lack standing to object to the Settlement.

3 All Class Members may appear and speak at the Final Fairness and Approval Hearing,
4 regardless of whether they submit a Notice of Objection. Moreover, at no time shall any Party or
5 their counsel seek to solicit or otherwise encourage Class Members to file or serve Notices of
6 Objection to the Settlement or appeal from the Judgment and Final Order, *infra*.

7 **D. Responses to Objections.**

8 Counsel for the Parties shall file a response to any valid Notice of Objection submitted by
9 an Objecting Class Member at least five (5) court days before the date of the Final Fairness and
10 Approval Hearing. In the event a Notice of Objection is submitted, Class Counsel will defend
11 the Settlement in good faith, and Defendant may submit responses.

12 **V. FINAL FAIRNESS AND APPROVAL HEARING**

13 On the date set forth in the Order Granting Preliminary Approval, which shall be
14 approximately seventy-five (75) days after the mailing of the Class Notice, a Final Fairness and
15 Approval Hearing shall be held before the Court in order to review this Agreement and the
16 Parties' request for final approval. At such time, the Court will consider any timely objection and
17 all responses by the Parties to such. If the Parties' request for final approval is granted, a
18 Judgment and Final Order Approving Settlement of Class Action substantially in the form
19 attached hereto as Exhibit D ("Judgment and Final Order") shall be entered in the Action. Class
20 Counsel shall furnish a copy of the Judgment and Final Order to the Claims Administrator within
21 two (2) days of receipt.

22 **VI. SETTLEMENT CALCULATIONS AND PROCEDURES**

23 **A. Gross Settlement Amount and Uses.**

24 The Gross Settlement Amount is Six Hundred Fifty Thousand Dollars (\$650,000) and
25 shall include and cover all payments available under this Agreement to Participating Class
26 Members (inclusive of wages, penalties, and interest), Attorneys' Fees of Two Hundred Sixteen
27 Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$216,666.66), Attorney's Costs of
28 up to \$10,000, Claims Administrator costs, anticipated not to exceed Twenty-Five Thousand

1 Dollars (\$25,000), the PAGA Allocation of Ten Thousand Dollars (\$10,000), the Service Award
2 to Plaintiff of Ten Thousand Dollars (\$10,000.00), or such amount as the Court approves, and
3 any costs incurred in the resolution of any objection and/or appeal.

4 **B. Claims Administration Costs.**

5 All costs incurred by the Claims Administrator in connection with administering this
6 Settlement are to be paid from the Gross Settlement Amount. Such costs are estimated to be
7 Twenty Five Thousand Dollars (\$25,000), which amount shall cover all of the Claims
8 Administrator's duties, including the distribution of the Settlement Fund as Individual Settlement
9 Shares and PAGA Allocation and calculating and forwarding all employee-side tax obligations,
10 in addition to communicating with all Parties, performing custodial and accounting functions,
11 preparing, translating, tracking, issuing, and mailing (with the Parties' approval) all notices
12 and/or reminders to Class Members, all costs and fees associated with paying the Service Award,
13 interest, employee-side taxes, and any other payments to be made from the Gross Settlement
14 Amount, all costs and fees associated with preparing any tax returns and any other filings
15 required by any governmental taxing authority or agency, and all other costs and fees associated
16 with disbursing the Net Settlement Amount.

17 **C. Attorneys' Fees and Costs.**

18 Subject to Court approval, Class Counsel will be paid attorneys' fees in the amount of
19 Two Hundred Sixty Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$216,666.66)
20 plus up to \$10,000 for costs. The Attorneys' Fees and Costs shall be paid out of the Gross
21 Settlement Amount. Class Counsel shall serve Defendant with copies of all documents
22 submitted in support of their fee allocation before they are filed with the Court. Defendant agrees
23 not to oppose Class Counsel's proposed fee allocation. Any amount not approved by the Court
24 will revert to the Net Settlement Amount to be split *pro rata* between the Participating Class
25 Members. The Court-ordered Attorneys' Fees and Costs shall be due and payable no later than
26 twenty (20) days after the Effective Date.

27 **D. Service Award Payable to Plaintiff.**

28 Subject to the Court's approval, Plaintiff shall receive a Service Award of Ten Thousand

1 Dollars (\$10,000). The Service Award shall be payable no later than twenty (20) days after the
2 Effective Date. The Claims Administrator will report the Service Award on IRS Form 1099,
3 which it will provide to Plaintiff and to the pertinent taxing authorities as required by law.

4 **E. Individual Settlement Shares Payable to Participating Class Members.**

5 The Claims Administrator shall distribute from the Net Settlement Amount to each
6 Participating Class Member his or her Individual Settlement Share, which shall include wages,
7 interest, and penalties. Approximately sixty-six percent (66%) of each Individual Settlement
8 Share shall represent penalties, and the remaining thirty-four percent (34%) shall represent
9 wages and interest. That portion of each Individual Settlement Share representing wages will be
10 subject to normal employment tax withholdings relative to the Participating Class Member's
11 employment (e.g., withholdings for State and Federal income tax, employee FICA tax, California
12 SDI, etc.), and the Claims Administrator shall remit all such employment tax withholdings
13 directly to the relevant taxing authorities.

14 **F. PAGA Allocation.**

15 The Parties allocate Ten Thousand Dollars (\$10,000) to the California Labor and
16 Workforce Development Agency ("LWDA") for penalties under PAGA, which shall be
17 distributed as follows: 25% (\$2,500) to Aggrieved Employees on a *pro rata* basis, in addition to
18 each Aggrieved Employee's Individual Settlement Share; and 75% (\$7,500) to the LWDA as
19 Penalties. Aggrieved Employees shall receive their PAGA award regardless of whether they
20 choose to opt out from the Class Settlement.

21 **G. Individual Settlement Share.**

22 Each Individual Settlement Share shall be calculated by dividing the number of the Class
23 Member's Qualifying Workweeks by the total number of Qualifying Workweeks for the Class
24 Period, multiplied by the Net Settlement Amount, as reflected in the following formula:

$$\frac{\text{Individual Participating Class Member's Qualifying Workweeks}}{\text{All Participating Class Members' Qualifying Workweeks}} \times \text{Net Settlement Amount}$$

1 The formula and calculations are supported by an exchange of discovery and information
2 leading up to and at the mediation.

3 **H. Re-Allocation.**

4 Any funds that were allocated to Class Members who timely opted out of the settlement
5 will be re-allocated to Participating Class Members on a *pro rata* basis as set forth above.

6 **I. Interest and Penalties Allocation.**

7 The portion of each Individual Settlement Share constituting interest or penalties will
8 each be reported on an IRS Form 1099 provided to each Participating Class Member, and the
9 Claims Administrator will provide required copies to the relevant taxing authorities.

10 **J. No Spillover of Residuals.**

11 To the extent there are any payments made to Participating Class Members that remain
12 uncashed ninety (90) days after mailing, the Parties agree that these amounts shall be paid to
13 Public Justice in *cy pres*.

14 **K. No Additional Contribution by Defendant.**

15 Defendant's monetary obligations under this Agreement are limited to the Gross
16 Settlement Amount. Defendant may not be called upon or required to contribute additional
17 monies above the Gross Settlement Amount under any circumstances whatsoever. All costs and
18 expenses arising out of or in connection with the performance of this Agreement shall be paid
19 from the Gross Settlement Amount. Neither this Agreement nor payment and/or receipt of any
20 Individual Settlement Share shall trigger any other obligation, right, wage, bonus, or entitlement.
21 The amounts paid under this Agreement do not represent a modification of any previously-
22 credited hours of service under any employee benefit plan, policy, or bonus program sponsored
23 by Defendant. Payment of the Individual Settlement Shares shall not form the basis for
24 additional contributions to, benefits under, or any other monetary entitlement under benefit plans
25 (self-insured or not) sponsored by Defendant. Any payments made pursuant to this Agreement
26 shall not be applied retroactively, currently, or on a going forward basis as salary, earnings,
27 wages, or any other form of compensation for purposes of any of Defendant's benefit plans, paid
28 vacation policy, bonus program or any other plan or policy. Defendant retains the right to modify

1 the language of its benefit plans, policies, and bonus programs to effect this intent and to make
2 clear that any amounts paid pursuant to this Agreement are not for “hours worked,” “hours paid,”
3 “hours of service,” or any similar measuring term as defined by applicable plans, policies, and
4 bonus programs for purpose of eligibility, vesting, benefit, accrual, or any other purpose, and that
5 additional contributions or benefits are not required by this Agreement.

6 **L. Termination of the Agreement.**

7 In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified,
8 however that may occur, or the Settlement is not approved by the Court or barred by operation of
9 law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, neither
10 party shall be obligated by this Agreement, and Defendant will cease to have any obligation to
11 fund any portion of the Gross Settlement Amount.

12 **M. Calculation of Qualifying Workweeks.**

13 Defendant will calculate and provide the Qualifying Workweeks for each Class Member
14 based on dates of hire, and, if applicable, dates of termination.

15 **N. Resolution of Disputes.**

16 Any Class Member who disputes the Qualifying Workweeks shown on his or her Class
17 Notice for the Class and/or PAGA Period may indicate and explain such disagreement within
18 thirty (30) days of the mailing of the Class Notice. Any such Class Member must submit any
19 documentation relating to his or her dispute. The Claims Administrator shall notify Defense
20 Counsel and Class Counsel no later than two (2) business days after receiving notice of the
21 dispute. The Claims Administrator shall attempt to resolve the dispute and may request any
22 information or assistance from Defense Counsel and/or Class Counsel that the Claims
23 Administrator, in its sole discretion, deems necessary. However, Defendant’s records will be
24 controlling to the extent there is any discrepancy in records. The Parties and their counsel shall
25 use their best efforts to ensure that any such dispute is resolved before the Effective Date.

26 **O. Payment of Individual Payment Amounts.**

27 Within ten (10) days after the Effective Date or Final Approval, whichever is later, and
28 all errors and/or disputes regarding the total Qualifying Workweeks by Class Members have

1 been resolved, the Claims Administrator shall: 1) calculate the final Individual Settlement Share
2 to be paid to each Participating Class Member; and 2) prepare a Final Statement of payment
3 amounts for each. The mailing shall be by First-Class U.S. Mail to the last known mailing
4 address for each Participating Class Member.

5 **P. Extension of Time to Pay and/or Process Claims.**

6 Should the Claims Administrator need more time than this Agreement provides to
7 complete any of its obligations as set forth herein, the Claims Administrator may request such
8 additional time in writing (including an explanation of the need for additional time) from
9 Defense Counsel and Class Counsel, which shall not be unreasonably withheld. If Defense
10 Counsel and Class Counsel do not agree in writing to the Claims Administrator's request for
11 additional time, the Claims Administrator may seek such additional time from the Court.

12 **Q. Increase of Class Size.**

13 Defendant has represented that there are 1,917 Class Members employed over 19,147
14 workweeks through May 1, 2021. Defendant agrees to provide confirmatory discovery, including
15 sworn responses to Interrogatories, as requested by Class Counsel in order to verify the data. If
16 confirmatory discovery reveals that both the number of Class Members and the number of
17 workweeks increase by more than 10% each (2,107.7 and 21,061.70, respectively), Defendant
18 agrees to a proportionate increase in the Net Settlement Amount for each workweek beyond the
19 10% threshold. Specifically, the current value of each workweek is the Net Settlement Amount
20 divided by 19,147 workweeks (the "Workweek Value").

21 To the extent Defendant seeks to increase the number of workweeks and Class Members
22 as of June 1, 2021, Defendant will pay the Workweek Value for each additional workweek.
23 However, at Defendant's discretion, it may decline to include Class Members beyond the
24 21,061.70 workweeks.

25 **VII. PUBLIC STATEMENTS**

26 Plaintiff, Class Members, and Class Counsel shall not hold any press conferences, issue
27 any press releases, seek any publicity, or publish any announcements on any website with respect
28 to this matter at any time. Until they submit a request for preliminary approval from the Court,

1 the Parties will keep the terms of this Agreement confidential. Prior to final approval of the
2 Agreement, Plaintiff and Class Counsel will not discuss this Action or Settlement or otherwise
3 disclose the terms of this Agreement with third parties other than Class Members, except: 1) as
4 necessary to effectuate this Agreement; and 2) to the Parties' tax advisors. After final approval of
5 the Settlement, the Parties and their counsel shall not issue any public statements with respect to
6 the Action or Agreement, except as required by law. Upon such final approval, the Parties and
7 their counsel may only issue a mutually agreeable joint press release, although neither Party is
8 required to agree to any release of information. Unless otherwise agreed by the Parties and their
9 counsel, any oral or written disclosure of information related to the Settlement shall be restricted
10 to the material discussed in this Agreement, which the Parties and their counsel agree and
11 acknowledge shall be narrowly construed. Notwithstanding the specific limitations on public
12 disclosure identified herein, Class Counsel shall not be precluded from disclosing the Parties to
13 the lawsuit and the fact that the matter settled to a Court or other tribunal.

14 **VIII. LIMITATIONS ON USE OF THIS SETTLEMENT**

15 **A. No Admission**

16 Neither the acceptance nor the performance by Defendant of the terms of this Agreement,
17 nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or
18 deemed to be an admission by Defendant of the truth of any allegation in the Operative
19 Complaint, the representative character of the Action, the validity of any claim that was or could
20 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
21 Defendant.

22 **B. Non-Evidentiary Use**

23 Nothing in this Agreement shall be admissible or useable in discovery in any other
24 adversary proceeding or litigation, provided, however, that nothing contained in this Section
25 shall prevent this Agreement from being used, offered, or received in evidence in any proceeding
26 to enforce, construe, or finalize the Agreement.

27 **C. No Collateral Attack**

28 This Agreement shall not be subject to collateral attack by any Class Member or any

1 recipient of the Class Notice after entry of the Judgment and Final Order described herein. Such
2 prohibited collateral attacks shall include claims that the Qualifying Workweeks attributed to the
3 Class Member were erroneous or that the Class Member failed for any reason to receive timely
4 notice of the procedure for disputing the calculation of his or her Individual Settlement Share.

5 **D. Nullification**

- 6 1) If, for any reason, (a) the Court should fail to certify the Class for settlement,
7 (b) fail to approve the Settlement in the form agreed to by the Parties, or (c)
8 fail to enter the Judgment and Final Order, or if (d) the Judgment and Final
9 Order is reversed, modified, or declared or rendered void, then (i) this
10 Agreement shall be considered null and void, (ii) neither this Agreement nor
11 any of the related negotiations or proceedings shall be of any force or effect,
12 (iii) all Parties to this Agreement shall stand in the same position, without
13 prejudice, as if the Agreement had not been entered into or filed with the
14 Court, (iv) this Agreement shall not be admissible or usable in discovery in
15 any adversarial proceeding or litigation, including this Action, and (v) Class
16 Counsel shall make repayment of any disbursements it received from the
17 Settlement Fund.
- 18 2) If three percent (3%) or more of the Class Members opt out of the Settlement,
19 then Defendant in its sole discretion may nullify and void this Agreement in
20 its entirety. Defendant shall have fourteen (14) days after receiving notice
21 that three percent (3%) or more of the Class has requested exclusion to inform
22 the Parties of its decision to nullify and void this Agreement. Should it
23 exercise its rights under this Section, Defendant shall pay all costs incurred by
24 the Claims Administrator. No Party will encourage any Class Member to opt
25 out of this Settlement.
- 26 3) Invalidation of any material term of this Agreement shall invalidate the
27 Agreement in its entirety unless the Parties subsequently agree, in writing, that
28 the remaining provisions shall remain in full force and effect.

1 4) If, for any reason unrelated to a Defendant's failure to pay Gross Settlement
2 Amount, the final distribution of the Settlement Fund does not occur (for
3 example, because this Agreement and/or the Judgment and Final Order is
4 modified or reversed on appeal), the entire Settlement Fund shall remain the
5 sole property of Defendant, and any sums previously paid or distributed shall
6 be returned to Defendant (minus any administrative expense and fees incurred
7 by the Claims Administrator).

8 5) *In the event of a timely appeal from the Judgment and Final Order, the*
9 *Judgment and Final Order shall be stayed, and the Net Settlement Amount*
10 *shall not be distributed to Class Members pending the completion of the*
11 *appeal.*

12 IX. CLASS RELEASE

13 The Parties seek to fully, finally, and forever settle, compromise, and discharge all
14 disputes and claims, including all claims that were asserted or could have been asserted in the
15 Action based on the facts alleged therein. On entry of the Judgment and Final Order described
16 herein, Plaintiff and every Participating Class Member shall be bound by this Agreement, and
17 their benefits, rights, and remedies are limited pursuant to its terms. Plaintiff and every
18 Participating Class Member shall be deemed to have, and by operation of the Judgment and Final
19 Order, shall have, fully, finally, and forever released, relinquished, and discharged all Released
20 Parties from the Released Claims.

21 Every Class Member who does not submit a timely Request for Exclusion from the Class
22 shall be deemed to be participating and have acknowledged that this Agreement is intended to
23 include in its effect all Released Claims as defined herein, including those claims about which
24 the Class does not know or suspect to exist at the time of the final approval of this Agreement.
25 To avoid all doubt, the Parties expressly agree that the Participating Class Members' waiver of
26 rights and benefits does not apply to claims not encompassed or contemplated by the Released
27 Claims. Plaintiff and every Participating Class Member shall be deemed to have acknowledged
28 and agreed that: 1) claims for compensation, including overtime and minimum wages, statutory

1 and civil penalties, and any other payments and/or penalties in the Action, are disputed; and 2)
2 the payments set forth above constitute full payment of all amounts allegedly due. Plaintiff and
3 Participating Class Members shall thus be deemed to have acknowledged and agreed that
4 California Labor Code § 206.5 is not applicable to the Parties hereto. That section provides in
5 pertinent part as follows:

6 An employer shall not require the execution of any release of a release of a claim or right
7 on account of wages due, or to become due, or made as an advance on wages to be
8 earned, unless payment of those wages has been made.

9 **X. MISCELLANEOUS PROVISIONS**

10 **A. Amendments**

11 This Agreement's terms and provisions may be amended only by a writing that is signed
12 by Plaintiff, Class Counsel, and Defense Counsel who executed the Agreement.

13 **B. Assignment**

14 None of the rights, commitments, or obligations pursuant to this Agreement may be
15 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
16 written consent of each Party and their respective counsel. The representations, warranties,
17 covenants, and agreements contained herein are for the sole benefit of the Parties under this
18 Agreement and shall not be construed to confer any right or to avail any remedy to any other
19 person.

20 **C. Governing Law**

21 This Agreement shall be governed, construed, and interpreted by, and the rights of the
22 Parties shall be determined in accordance with, the laws of the State of California, irrespective of
23 the State of California's choice of law principles.

24 **D. Entire Agreement**

25 This Agreement, including the Exhibits referred to herein that are integral to the terms
26 and conditions herein, contains the entire understanding of the Parties with respect to the
27 Settlement. In case of any conflict between text contained in Articles I through VI of this
28 Agreement and text contained in Exhibits to this Agreement, the former shall be controlling.

1 There are no restrictions, promises, representations, warranties, covenants, or undertakings
2 governing the subject matter of this Agreement other than those expressly set forth or referred to
3 herein. This Agreement supersedes all prior agreements and understandings between the Parties
4 with respect to the settlement of the Action.

5 **E. Waiver of Compliance**

6 Any failure of any party, Defense Counsel, and/or Class Counsel to comply with any
7 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the
8 extent permitted under applicable law, by the Party or Parties and their respective counsel
9 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver of or
10 failure to insist upon strict compliance with any representation, warranty, covenant, agreement,
11 or condition shall not operate as a waiver or estoppel with respect to any subsequent or other
12 failure.

13 **F. Counterparts**

14 This Agreement, and any amendments hereto, may be executed in any number of
15 counterparts and any Party and/or their respective counsel may execute any such counterpart,
16 each of which when executed and delivered shall be deemed to be an original and all of which
17 taken together shall constitute one and the same instrument. It shall not be necessary in making
18 proof of this Agreement or any counterpart hereof to produce or account for any of the other
19 counterparts.

20 **G. Attorneys' Fees and Costs**

21 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
22 Class, Class Members, or Plaintiff may recover or seek to recover any amounts for fees, costs, or
23 disbursements from the Released Parties or the Settlement Fund except as expressly provided
24 herein.

25 **H. Meet and Confer Regarding Disputes**

26 Should any dispute arise between the Parties or their respective counsel regarding the
27 implementation or interpretation of this Agreement, representatives from Class Counsel and from
28 Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting

1 such disputes to the Court.

2 **I. Jurisdiction of the Court**

3 The Parties agree that this Agreement shall be enforceable by the Court. The Court shall
4 retain jurisdiction, pursuant to Fed. R. Civ. P. Rule 41(a) and/or California Code Civ. Proc. §
5 664.6, with respect to the interpretation, implementation, and enforcement of the terms of this
6 Agreement and all orders and judgments entered in connection therewith, and the Parties and
7 their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,
8 and enforcing the Settlement and all orders and judgments entered in connection therewith.

9 **IT IS SO STIPULATED.**

10
11
12 Date:

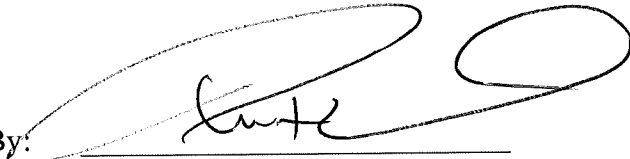
By:

MELISSA FURMAN,
PLAINTIFF

13
14
15 Date:

9/25/21

By:


SET AND SERVICE RESOURCES, LLC,
DEFENDANT

1 such disputes to the Court.

2 **I. Jurisdiction of the Court**

3 The Parties agree that this Agreement shall be enforceable by the Court. The Court shall
4 retain jurisdiction, pursuant to Fed. R. Civ. P. Rule 41(a) and/or California Code Civ. Proc. §
5 664.6, with respect to the interpretation, implementation, and enforcement of the terms of this
6 Agreement and all orders and judgments entered in connection therewith, and the Parties and
7 their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,
8 and enforcing the Settlement and all orders and judgments entered in connection therewith.

9 **IT IS SO STIPULATED.**

10
11 Date: September 27 2021

12 By:



13 MELISSA FURMAN,
14 PLAINTIFF

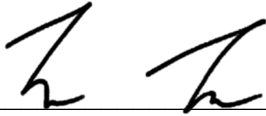
15 Date:

16 By:

17 SET AND SERVICE RESOURCES, LLC,
18 DEFENDANT
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1 **APPROVED AS TO FORM ONLY:**

2
3 Date: October 04, 2021 LAW OFFICES OF TODD M. FRIEDMAN, P.C.

4
5 By: 
6 Todd M. Friedman
7 Adrian R. Bacon
8 Attorneys for Plaintiff
9 MELISSA FURMAN

10 Date: September 23, 2021 THE BLANCHARD LAW GROUP, P.C.

11
12 By: 
13 Lonnie Blanchard, III
14 Attorneys for Plaintiff
15 MELISSA FURMAN

16
17 Date: September 23, 2021 JACKSON LEWIS P.C.

18
19 By: _____
20 Nathan W. Austin
21 Kelsey F. Morris
22 Attorneys for Defendant
23 SET AND SERVICE RESOURCES, LLC
24
25
26
27
28

1 **APPROVED AS TO FORM ONLY:**

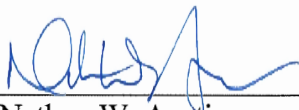
2
3 Date: September 25, 2021 LAW OFFICES OF TODD M. FRIEDMAN, P.C.

4
5 By: _____
6 Todd M. Friedman
7 Adrian R. Bacon
8 Attorneys for Plaintiff
9 MELISSA FURMAN

10 Date: September 25, 2021 THE BLANCHARD LAW GROUP, P.C.

11
12 By: _____
13 Lonnie Blanchard, III
14 Attorneys for Plaintiff
15 MELISSA FURMAN

16
17 Date: September 25, 2021 JACKSON LEWIS P.C.

18 By:  _____
19 Nathan W. Austin
20 Kelsey F. Morris
21 Attorneys for Defendant
22 SET AND SERVICE RESOURCES, LLC
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EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

MELISSA FURMAN, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

SET AND SERVICE RESOURCES, LLC

Defendant.

Case No.: 20CI000012

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you are or were a non-exempt employee of SET AND SERVICE RESOURCES, LLC (“Defendant”) between January 1, 2016 and June 1, 2021. This Notice explains that the Superior Court of the State of California, County of Tehama has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Melissa Furman (“Plaintiff”) filed a lawsuit against Defendant in this Court, Case No. 20CI000012, (the “Action”), alleging that she and other non-exempt employees were 1) not paid proper wages (including for minimum wages, for overtime, and on termination of employment) and 2) not provided proper meal and rest periods. She also alleged that Defendant did not provide proper wage statements or maintain accurate employee records. By doing so, Plaintiff claimed that Defendant engaged in unfair competition and that Plaintiff and other similarly situated employees were entitled to recover penalties under California’s Private Attorneys General Act of 2004 (“PAGA”). Plaintiff alleged further that she, on behalf of all such employees, was entitled to damages, liquidated damages, penalties, and attorneys’ fees and costs, among other remedies.

Defendant has denied, and continues to deny, all allegations and contends that it has paid its employees fairly and in full compliance with all California labor laws.

The Court has not determined whether allegations against Defendant have merit. However, after good faith negotiations and for the purpose of avoiding the significant time and expense of further litigation, the outcome of which is uncertain, and providing a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have agreed to settle the lawsuit by paying a Gross Settlement Amount of Six Hundred Fifty Thousand Dollars (\$650,000) to resolve the claims described above.

Nothing in the Settlement is intended or should be construed as an admission by Defendant that the Action has merit or that Defendant has any liability to Plaintiff or other class members. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class as a whole.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement Class if you were employed by SET AND SERVICE RESOURCES, LLC as non-exempt employee in California between January 10, 2016 and June 1, 2021 (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount of \$650,000 ("Settlement Fund"). A Claims Administrator has been appointed to administer the Settlement and facilitate all payments. The Claims Administrator will pay sums from the Settlement Fund as follows: 1) the Class Representative Payment to Melissa Furman in the amount of up to Ten Thousand Dollars (\$10,000.00); 2) Class Counsel's attorneys' fees in the amount up to Two Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$216,666.66), or one-third (1/3) of the Settlement Fund, incurred or to be incurred in this Action, including any appeals; 3) costs and expenses associated with the lawsuit in an amount of up to Ten Thousand Dollars (\$10,000.00), incurred or to be incurred in this lawsuit, including any appeals; 4) the fees and expenses of the Claims Administrator, estimated at Twenty-Five Thousand Dollars (\$25,000.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; 5) the employee portion of all applicable tax withholdings including FICA, SDI, and other employment-related taxes and withholding of federal, state and local income taxes; 6) Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of the release of claims pursuant to PAGA, of which 75% (\$7,500) is allocated to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$2,500) to Class Members; and 7) the remainder of approximately Three Hundred Eighty-Three Thousand Three Hundred Fifty-Five Dollars (\$378,355.00), which is the estimated Net Settlement Amount to be distributed to all Class Members. Any unclaimed settlement payments will be paid as a donation to Public Justice, a national nonprofit legal advocacy organization.

1. **Settlement Payments:** Your Individual Settlement Share will be based on the number of weeks you worked for Defendant during the Class Period ("Qualifying Workweeks") relative to the total number of weeks worked by Class Members. However, if Defendant previously paid you an individual settlement amount in exchange for signing a settlement or release agreement that has release claims for wages for all or part of the class, your individual share of the settlement will be reduced by the amount you already received or potentially eliminated.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you will fully and finally release Defendant and its respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Set and Services Resources, LLC Or SASR Workforce Solutions, LLC; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, past and present parents, subsidiaries and affiliates, and their respective present and former officers, directors, stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, Representative, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors, successors and assigns ("Released Parties"), from any and all claims, demands, rights, liabilities, and causes of action of any kind, whether known or unknown, that have been, or could have been, asserted against the Releasees arising out of or

relating to the claims, causes of action, facts, or allegations set forth in the Action during the Class Period (the “Released Claims”). The Released Claims are all claims, demands, rights, liabilities, and/or causes of action of any nature and description, known or unknown, in law or in equity, that were asserted or could have been asserted at any time in the Action based on the facts, theories, and/or claims alleged therein, including and covering claims for violations of any state or federal statutes, rules or regulations including, but not limited to, California Labor Code sections 200,201,202,203,218.6, 226,226.7, 500,510, 512,558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, et seq., California Industrial Welfare Commission Wage Orders, and Business and Professions Code sections 17200, et seq., claims that were asserted or could have been asserted at any time in the Action based on the facts alleged therein by any Class Member and/or Aggrieved Employee that Defendant, at any time during the Class Period and/or PAGA Period regarding the following causes of action alleged in the Complaint: 1) failed to pay all wages, including minimum wages; 2) failed to pay overtime wages; 3) failed to provide timely, full, and uninterrupted rest periods or a penalty payment in lieu thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a penalty payment in lieu thereof; 5) failed to provide accurate itemized wage statements; 6) failed timely to pay all wages earned and owed during employment or on termination of employment; 7) failed to provide restitution for unpaid sums; 8) failed to maintain accurate records; 9) violated the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, et seq.; and 10) owed penalties pursuant to PAGA, including Labor Code section 558.

Accordingly, if you participate in this Settlement, you cannot bring any claims against Defendant for wages or other payments described above for any work you performed during the Class Period. This release does not bar you from bringing a tort claim or claim relating to wrongful termination and/or employment discrimination.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive an Individual Settlement Share, be bound by the terms of the Settlement and any final Judgment that may be entered by the Court and be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your Individual Settlement Share but do not agree with the number of Qualifying Workweeks stated on the attached Information Sheet, or if you wish to dispute any other information provided by the Claims Administrator, you should provide the corrected information by completing and returning the Information Sheet. If you dispute the number of Qualifying Workweeks, write down the beginning and ending dates you worked for Defendant during the Class Period and return by mail to the Claims Administrator together with any documents to support your position, **Melissa Furman v. Set and Service Resources, LLC – Claims Administrator, c/o Rust Consulting, [ADDRESS], [CITY], [STATE] [ZIP].** The Claims Administrator will review the documents provided by both you and Defendant and make a final determination of the amount of your Individual Settlement Share.

Please note that you are responsible for advising the Claims Administrator of any changes in your mailing address until your Individual Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and failing to inform the Claims Administrator of the change may prevent you from receiving your Individual Settlement Share.

B. You May Exclude Yourself from the Settlement

If you do not wish to participate in the Settlement and wish instead to be excluded from the Settlement, including any final judgment that may be entered by the Court, **you must mail a letter to the Claims Administrator postmarked on or before [REDACTED], 2022 to the following address:**

Melissa Furman v. Set and Service Resources, LLC – Claims Administrator
c/o Rust Consulting
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000

Your letter must state that you request to exclude yourself from the Settlement and include your name, address, telephone number, and signature. Any Class Member who properly submits a valid and timely request to be excluded from the Settlement will 1) not receive any payment of any kind in connection with this Settlement, 2) not be bound by, or receive any benefit of this Settlement, 3) have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement, and 4) may at his or her own expense pursue individually any claims he or she may have against Defendant.

C. You May Object to the Settlement

If you do not request to be excluded from the Settlement but believe that the Settlement is not fair, reasonable, and adequate, you may object to the terms of the Settlement before final approval by the Court by submitting a written objection to the Claims Administrator. If the Court rejects your objection, however, you will remain bound by the Settlement terms.

To object, you must mail a written objection to the Claims Administrator and all counsel at the address listed below:

To Claims Administrator *Melissa Furman v. Set and Service Resources, LLC*
c/o Rust Consulting
[ADDRESS]
[CITY, STATE ZIP]

Any written objection must state 1) the name and case number of this matter; 2) the Objecting Class Member's name, address, and telephone number; 3) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; 4) the specific grounds for the objection, including all arguments, citations, and evidence in support; 5) whether the objector intends to appear at the Final Fairness and Approval Hearing, with or without counsel; 6) the name and case number of any other proposed class action settlement to which the objecting Class Member submitted an objection; and 7) whether such objection was submitted on the Class Member's behalf or on behalf of a represented third party. To be valid and effective, the objection must be postmarked by no later than [REDACTED], 2021 **[thirty (30) days after Rust mails Class Notice]**. All Class Members may appear and speak at the Final Fairness and Approval Hearing, regardless of whether they submit a Notice of Objection. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release the Defendant from the legal claims described above and in the Stipulated Class Action Settlement on file with the Court.

D. You Can Do Nothing

If you do nothing in response to this Class Notice, you will receive your Individual Settlement Share and be bound by any Judgment entered with respect to the Settlement, including by releasing

Defendant from the legal claims described above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

To determine whether the Settlement should be finally approved as fair, reasonable, and adequate, the Court will hold a Final Approval Hearing on **[date]**, 2021, at **[time]** in Department 5 of the Superior Court of the State of California, County of Tehama, 1740 Walnut St., Red Bluff CA 96080. The Court will also be asked to approve the requests for payment of the following: all Class Members' Individual Settlement Shares; the PAGA allocation to the LWDA; the Class Representative's service award; Class Counsel's Attorneys' Fees and Costs; and administrative costs to the Claims Administrator.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard, with or without counsel, at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic Settlement terms. For the precise Settlement terms and conditions, please read the Stipulated Class Action Settlement on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of Tehama, 1740 Walnut St., Red Bluff CA 96080.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT

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EXHIBIT C

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA
Re: Melissa Furman v. Set and Service Resources, LLC
Case No.: 20CI000012

OPT-OUT FORM

I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CASE OF *MELISSA FURMAN, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, V. SET AND SERVICE RESOURCES, LLC*. I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS I WILL NOT RECEIVE ANY SHARE OF THE SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed settlement in this action. I have decided to exclude myself from the Settlement Class and not participate in any portion of the proposed settlement.

Date:

Signature:

Printed Name:

Street Address:

City, State, Zip Code:

**THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A POSTMARK
DATED NO LATER THAN [30 days after notice mailing] TO:**

RUST CONSULTING
ADDRESS
CITY, STATE ZIP
TOLL FREE TELEPHONE

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EXHIBIT D

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA
Case No.: 20CI000012
Melissa Furman v. Set and Service Resources, LLC

CLASS MEMBER SETTLEMENT INFORMATION SHEET

TO ENSURE RECEIPT OF YOUR SHARE OF THE SETTLEMENT IN THE CLASS ACTION ENTITLED
MELISSA FURMAN V. SET AND SERVICE RESOURCES, LLC, PLEASE REVIEW THE INFORMATION BELOW.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE THE CORRECT INFORMATION IN THE SPACE BELOW,
DATE AND SIGN THIS SHEET AT THE BOTTOM OF THE PAGE, AND MAIL IT, POSTMARKED NOT LATER THAN
_____, 2022, TO:

Melissa Furman v. Set and Service Resources, LLC

P.O. Box XXX
[CITY], CA [ZIP]
Tel: XXX-XXX-XXXX
Fax: XXX-XXX-XXXX
Email: _____@_____.com

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

Name: «FirstName» «LastName»

Mailing Address: «Address1» «Address2» «City» «Abbrev» «Zip»

Total Number of All Class Members' Workweeks: _____

Total Number of Workweeks worked for Set and Service Resources, LLC. between January 10, 2016 and June 1, 2021 (excluding
leaves of absence and vacation): «MERGED_WW_CALC»

Estimated Individual Settlement Share Based on Qualifying Workweeks: «MERGED_EstSettAmnt_CALC»

IF YOU DISPUTE ANY OF THE INFORMATION SHOWN ABOVE, PLEASE PROVIDE THE CORRECT INFORMATION
BELOW. IF YOU DISPUTE THE NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO BE THE CORRECT
NUMBER AND ATTACH ANY SUPPORTING DOCUMENTATION.

Correction(s)	
Name	
Mailing Address:	
Number of Qualifying Workweeks Worked for Set and Service Resources, LLC between January 10, 2016 and June 1, 2021 (excludes leaves of absence and vacation):	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed
on _____, 2021.

(Signature)

**YOU MUST INFORM THE CLAIMS ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS. FAILING
TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOU FROM RECEIVING YOUR INDIVIDUAL SETTLEMENT
SHARE.**

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EXHIBIT E

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Meghan E. George (SBN 274525)
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Attorneys for Plaintiff
MELISSA FURMAN

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

MELISSA FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SET AND SERVICE RESOURCES, LLC,

Defendants.

Case No.: 20CI000012

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 16, 2022

Time: 8:30 a.m.

Dept.: 5

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Preliminary Approval of Class Action Settlement came before this
3 Court, on August 16, 2022 at 8:30 a.m.. The Court having considered the papers submitted in
4 support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. Capitalized terms shall have the definitions set forth in the Joint Stipulation and
6 Settlement Agreement (the “Settlement”) entered into between the Parties.

7 2. The following Class is conditionally certified for purposes of settlement only:
8 “all individuals who were employed by Defendant as a non-exempt employee in California
9 during the Class Period.” The Class Period is defined as “January 10, 2016 through June 1,
10 2021.”

11 3. The Settlement Class shall consist of all Class Members who do not timely
12 exclude themselves (“opt out”) from the Settlement Class by mailing a timely Request for
13 Exclusion (or “Opt Out”) in accordance with the requirements set forth in the Class Notice and
14 Settlement.

15 4. The Court grants preliminary approval of the Settlement based upon the terms set
16 forth in the Settlement filed herewith, and finds that the Class and the Settlement Class meet the
17 requirements for conditional certification for settlement purposes only under California Code of
18 Civil Procedure section 382.

19 5. The Settlement appears to be fair, adequate and reasonable to the Class and the
20 Settlement Class. The Settlement falls within the range of reasonableness and appears to be
21 presumptively valid, subject only to any objections that may be raised in connection with the
22 Final Approval Hearing.

23 6. Plaintiff Melissa Furman is conditionally approved as the class representative for
24 the Class and the Settlement Class.

25 7. The Incentive Award of \$10,000.00 payable to Plaintiff for her services as the
class representative is conditionally approved.

8. Plaintiffs’ Counsel Adrian R. Bacon and Todd M. Friedman of the Law Offices

1 of Todd M. Friedman and Lonnie Blanchard are conditionally approved as Class Counsel for
2 the Class and the Settlement Class.

3 9. The Fee and Expense Award of up to \$216,666.66 in attorneys' fees and up to
4 \$10,000.00 in actual litigation costs payable to Plaintiff's Counsel is conditionally approved.

5 10. A Final Approval Hearing on the question of whether the Settlement, attorneys'
6 fees and costs to Class Counsel, and Incentive Awards to Plaintiff should be given Final
7 Approval as fair, reasonable and adequate as to Settlement Class Members is scheduled in
8 Department 5 on the date and time set forth in Paragraph 22g below.

9 11. The Court hereby appoints Rust Consulting as the Settlement Administrator.

10 12. The estimated Administration Costs of up to \$25,000.00 to Rust for its services
11 as the Settlement Administrator are hereby conditionally approved.

12 13. The PAGA Award of \$10,000 (75% of \$7,500, with the remaining 25% allocated
13 to Class Members) is conditionally approved.

14 14. The Court approves, as to form and content, the Class Notice in substantially the
15 form attached to the Declaration of Adrian Bacon submitted in conjunction with the Motion,
16 with modifications as set forth in the Court's tentative ruling. The Court approves the
17 procedures for Class Members to participate in, to request exclusion from, and to object to the
18 Settlement as set forth in the Class Notice.

19 15. The Court directs the mailing of the Class Notice by first class mail to all Class
20 Members in accordance with the Implementation Schedule set forth in Paragraph 21 below.
21 The Court finds the dates selected for the mailing and distribution of the Class Notice, as set
22 forth in the Implementation Schedule, meet the requirements of due process and provide the
23 best notice practicable under the circumstances and shall constitute due and sufficient notice to
24 all persons entitled thereto.

25 16. Any Class Member may choose to opt-out of and be excluded from the Class, as
provided in the Notice, by following the instructions for requesting exclusion from the Class
that are set forth in the Notice. All requests for exclusion must be submitted as provided in the

1 Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be
2 entitled to any recovery under the Settlement and will not be bound by the Settlement or have
3 any right to object, appeal, or comment thereon. Any written request to opt-out must be signed
4 by each such person opting out. Class Members who have not requested exclusion shall be
5 bound by all determinations of the Court, the Settlement, and Judgment.

6 17. Any Class Member may appear at the Final Approval Hearing and may object or
7 express the Class Member's views regarding the Settlement and may present evidence and file
8 briefs or other papers, that may be proper and relevant to the issues to be heard and determined
9 by the Court as provided in the Notice. Additionally, Class Members may submit a written
10 objection as set forth in the Notice.

11 18. The Settlement is not a concession or admission and shall not be used against
12 Defendant or any of the Released Parties as an admission or indication with respect to any claim
13 of any fault or omission by Defendant, or any of the Released Parties. Whether or not the
14 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding,
15 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

- 16 a. Construed as, offered or admitted in evidence as, received as or deemed to be
17 evidence for any purpose adverse to the Released Parties, including, but not
18 limited to, evidence of a presumption, concession, indication, or admission by
19 Defendant or any of the Released Parties of any liability, fault, wrongdoing,
20 omission, concession, or damage; or
21 b. Disclosed, referred to, or offered or received in evidence against any of the
22 Released Parties in any further proceeding in the Action, or in any other civil,
23 criminal, or administrative action or proceeding, except for purposes of settling
24 the Action pursuant to the Settlement.

25 19. In the event the Settlement does not become effective in accordance with the
terms of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or
fails to become effective for any reason, this Order shall be rendered null and void and shall be

1 vacated, and the Parties shall revert to their respective positions as of before entering into the
2 Stipulation.

3 20. The Court orders the following **Implementation Schedule** for further
4 proceedings:

- 5
- 6 a. Deadline for Defendant to submit
7 Class Member Data to Settlement
8 Administrator (within 20 days
after the Court Granting
Preliminary Approval): September 5, 2022
- 9 b. Deadline for Settlement
10 Administrator to Mail the Class
11 Notice to Class Members (within
10 days of receipt of the Class
Information from Defendant): September 15, 2022
- 12 c. Dispute Deadline (45 days from
13 the date the Class Notice is first
mailed): October 31, 2022
- 14 d. Objection/Exclusion Deadline (45
15 days from the date the Class
Notice if first mailed): October 31, 2022
- 16 e. Deadline for Class Counsel to file
17 Motion for Final Approval of
18 Class Action Settlement: November 7, 2022
- 19 f. Deadline for Class Counsel to file
20 Motion for Attorneys' Fees, Costs
and Incentive Award: October 17, 2022
- 21 g. Deadline for Settlement
22 Administrator to Submit
23 Declaration Detailing Claims/Opt
24 Outs/Objections (within 15 days
following the Opt-Out Period): November 14, 2022
- 25 h. Deadline to Submit Any
Responses to Objections and/or November 21, 2022
Reply Brief:

g. Final Approval Hearing Date: December 6, 2022 at 8:30 a.m.

IT IS SO ORDERED.

Dated: _____, 2022

BY _____
Judge of the Superior Court of the State of
California County of Tehama