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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF LOS ANGELES

18 CHRISTOPHER VELASCO BRISENO,
individually and on behalf of others similarly
19 situated,

20 Plaintiff,

21 vs.

22 DUGGAN & ASSOCIATES, INC., a
California Corporation; and DOES 1 through
23 50 inclusive,

24 Defendants.

Case No. 20STCV11745
Assigned for All Purposes to:
Hon. Amy D. Hogue, Dept. 7

CLASS ACTION

**JOINT STIPULATION AND
SETTLEMENT OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION**

1 Subject to final approval by the Court, which counsel and the Parties agree to diligently
2 pursue and recommend in good faith, Plaintiff Christopher Velasco Briseno (“Plaintiff”),
3 individually and on behalf of all others similarly situated and alleged aggrieved employees, on the
4 one hand, and Defendant Duggan & Associates, Inc. (“Defendant” or “Duggan”) on the other hand
5 (collectively the “Parties” and individually, a “Party”), hereby agree to the following binding
6 settlement of the class and representative action designated *Christopher Velasco Briseno v.*
7 *Duggan & Associates, Inc.*, LASC Case No. 20STCV11745 pursuant to the terms and conditions
8 set forth below (the “Settlement Agreement” or “Agreement”).

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1 **I. DEFINITIONS.**

2 The following definitions are applicable to this Settlement Agreement. Definitions
3 contained elsewhere in this Agreement will also be effective:

4 **A. “Action.”**

5 Means and refers to the instant lawsuit, as amended, captioned *Christopher Velasco*
6 *Briseno v. Duggan & Associates, Inc.*, LASC Case No. 20STCV11745.

7 **B. “Amended Complaint.”**

8 Means and refers to the Second Amended Complaint Plaintiff will file to add causes of
9 action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (FLSA), and claims under the
10 Labor Code and applicable Wage Order.

11 **C. “Attorneys’ Fees and Costs.”**

12 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
13 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class
14 Counsel in the Action, including, but not limited to, costs associated with documenting the
15 Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the
16 Court’s approval of the Settlement, administering the Settlement, and any expert expenses. Class
17 Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Class
18 Settlement Amount of \$760,000, which is a total of \$266,000. The costs requested to be
19 reimbursed will not exceed \$25,000. Defendant does not oppose Plaintiff’s contention that the
20 filing of the lawsuit had the catalytic effect of prompting Defendant to issue the \$133,750.00 in
21 Prior Release Payments and that Plaintiff’s counsel may seek to recover attorneys’ fees for their
22 role in securing the Prior Release Payments. The attorneys’ fees and costs awarded are subject to
23 the Court’s approval. If the attorneys’ fees and costs awarded by the Court are a reduced amount,
24 then the difference between the amount set forth above and the reduced attorneys’ fees and costs
25 awarded shall be distributed pro-rata to Participating Class Members. Defendant has agreed not to
26 oppose Class Counsel’s request for attorneys’ fees and costs as set forth above. Such attorneys’
27 fees and costs shall be paid from the Qualified Settlement Fund. Class Counsel will be issued an
28 IRS Form 1099 for the Attorneys’ Fees and Costs Award detailed in this Section and shall be

solely and legally responsible for paying all applicable taxes on the payment made pursuant to this paragraph.

D. “Claims Administration Costs” or “Settlement Administration Costs.”

The costs payable from the Class Settlement Amount to the Claims Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the Class Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein and as requested by the Parties to process this Settlement Agreement. The Claims Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Claims Administrator as being the maximum costs necessary to administer the settlement. The Claims Administration Costs are currently estimated to be \$20,000. The Parties agree to work in good faith to minimize, as much as possible, the Claims Administration Costs. To the extent actual Claims Administrations Costs are greater than \$20,000, such excess amount will be deducted from the Class Settlement Amount, subject to Court approval, provided the Claims Administration Costs will not increase the total Class Settlement Amount.

E. “Claims Administrator” or “Settlement Administrator.”

ILYM Group, Inc., or any other third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

F. “Class Counsel.”

PROTECTION LAW GROUP, LLP, shall be appointed Class Counsel upon approval by the Court.

G. “Class List.”

A complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14)

1 calendar days after Preliminary Approval of this Settlement. Defendant shall provide the
2 Settlement Administrator with a Microsoft Excel spreadsheet containing the following information
3 for each class Member: (1) full name; (2) last known home address; (3) last known telephone
4 number; (4) social security number; (5) start and end dates of active employment as a non-exempt
5 employee of Defendant in the State of California; (6) total Workweeks during the Class Period;
6 (7) total Workweeks during the PAGA Period; (8) the amount of any release payments previously
7 made by Defendant to each Class Member from the Prior Release Payments; and (9) any other
8 information required by the Settlement Administrator in order to effectuate the terms of the
9 Settlement.

10 **H. “Class Member(s)” or “Settlement Class.”**

11 All current and former non-exempt employees of Defendant employed by Defendant in the
12 state of California at any time during the Class Period.

13 **I. “Class Period” or “Settlement Period.”**

14 The Class Period will begin on March 24, 2016, and end on the date the Court enters an
15 order preliminarily approving the Parties’ Settlement.

16 **J. “Class Representative Incentive Award.”**

17 The amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the
18 Action on behalf of Class Members and for his general release of claims. Subject to the Court
19 granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a
20 Class Representative Incentive Award of \$7,500. Defendant has agreed not to oppose this
21 amount. Plaintiff will be issued an IRS Form 1099 in connection with this payment. Plaintiff
22 shall be solely and legally responsible for paying any and all applicable taxes on this payment and
23 shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as
24 a result of the payment. This time-and-effort and general release payment shall be in addition to
25 Plaintiff’s share of the Net Settlement Amount as a Participating Class Member, and shall be
26 conditioned on the execution of this Settlement Agreement and general release of all claims,
27 including a release pursuant to California Civil Code § 1542. Defendant makes no representations
28

1 as to the tax treatment or legal effect of the payments called for herein, and Plaintiff is not relying
2 on any statement or representation by Defendant or its counsel in this regard.

3 **K. “Class Settlement Amount.”**

4 The total value of the Settlement is Seven Hundred Sixty Thousand Dollars and Zero Cents
5 (\$760,000.00) (the “Class Settlement Amount”), to be paid by Defendant in full satisfaction of all
6 claims arising from the Action. The Parties agree that Defendant shall receive credit towards the
7 Class Settlement Amount for release payments previously made to Class Members after the filing
8 of this lawsuit in the amount of One Hundred Thirty-Three Thousand Seven Hundred and Fifty
9 Dollars and Zero Cents (\$133,750.00) (“Prior Release Payments”). Thus, the additional total
10 payment by Defendant in connection with this Settlement shall not exceed Six Hundred Twenty-
11 Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$626,250.00), excluding employer-side
12 payroll taxes. The Class Settlement Amount includes all Individual Settlement Payments to
13 Participating Class Members, all employee-side taxes arising from the payments made under this
14 Settlement, the Class Representative Incentive Award to Plaintiff, Claims Administration Costs to
15 the Claims Administrator, the Labor and Workforce Development Agency Payment, and
16 Attorneys’ Fees and Costs. In addition to the Class Settlement Amount, Defendant shall also pay
17 the employer-side share of payroll taxes on the wage portion of the Individual Settlement
18 Payments. Defendant shall not pay more than the \$760,000 Class Settlement Amount stated
19 herein (minus the Prior Release Payments credit discussed above), plus the employer-side share of
20 payroll taxes on the wage portion of the Individual Settlement Payments, which will be calculated
21 by the Settlement Administrator.

22 The Class Settlement Amount is based on Defendant’s estimation that the Class Members
23 worked a total of 15,190 Workweeks during the Class Period up to November 15, 2020. Should
24 the qualifying Workweeks worked by the Class Members during the Class Period up to November
25 15, 2020 ultimately increase by more than 15% (i.e., to more than 17,469 Workweeks), Defendant
26 shall increase the Class Settlement Amount on a pro-rata basis equal to the percentage increase in
27 the number of Workweeks worked by the Class Members above 15%. For example, if the number
28

1 of Workweeks increases by 16% to 17,621 Workweeks, the Class Settlement Amount will
2 increase by 1%.

3 There is no reversion to Defendant of the Class Settlement Amount and the entire Class
4 Settlement Amount will be paid out.

5 **L. “Court.”**

6 Means and refers to the Superior Court of the State of California for the County of Los
7 Angeles.

8 **M. “Effective Date.”**

9 The Effective Date of the Settlement will be the later of the following: (a) if no timely
10 objections are filed or if all objections are withdrawn, the date upon which the time from
11 challenging the Final Approval Order and/or Judgment has passed (no less than 45 days following
12 Final Approval); (b) if an objection is filed and not withdrawn, the date for filing an appeal and no
13 such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or
14 withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

15 **N. “Excluded Class Members.”**

16 Any Class Member who timely and validly submits a written request to be excluded from
17 the Class on or before the Objection / Exclusion Deadline Date. A request for exclusion only
18 applies to the class claims and not the PAGA claim. Accordingly, any Class Member who
19 excludes himself or herself will not be excluded from the PAGA claim release and will be bound
20 by the Judgment entered by this Court.

21 **O. “Final Approval” or “Final Approval Date.”**

22 The date on which the Court’s Final Approval Order is entered.

23 **P. “Final Approval Hearing.”**

24 The hearing at which the Court considers whether to approve the Settlement and to enter
25 the Final Approval Order.

26 **Q. “Individual Settlement Payment.”**

27 The amount payable from the Net Settlement Amount to each Participating Class Member
28 and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA

1 Penalties, less employee portions of state and federal withholding taxes, including the employee
2 FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law
3 as a result of the payment of the amount allocated to such Participating Class Member as set forth
4 herein. Class Members, except those who request to be excluded from the settlement, will be paid
5 their portion of the Settlement, which will be considered 20% wages, 40% interest, and the
6 remaining 40% penalties. The Settlement Administrator will be responsible for issuing to
7 Participating Class Members a form W-2 for amounts deemed “wages” and an IRS Form 1099 for
8 the amounts deemed penalties and interest.

9 Any Participating Class Members who received payment from the Prior Release Payments
10 made by Defendant shall have such amounts credited against their Individual Settlement Payment.
11 However, each Participating Class Member shall receive a payment of at least One Hundred
12 Dollars (\$100.00) for the class portion of their Individual Settlement Payment.

13 **R. “LWDA Notice.”**

14 The Parties agree that Plaintiff will submit Notice to the LWDA of this Joint Stipulation of
15 Settlement at the same time it is presented to the Court in accordance with Labor Code Section
16 2699(1)(2) and thereafter submit a copy of any judgment or any other order providing for an award
17 of civil penalties in conformity with Labor Code Section 2699(1).

18 **S. “Net Settlement Amount.”**

19 The portion of the Class Settlement Amount remaining after deduction of the approved
20 (1) Attorneys’ Fees and Costs, (2) Settlement Administration Costs, (3) Class Representative
21 Incentive Award, and (4) PAGA Payment.. The Net Settlement Amount will be distributed to
22 Participating Class Members.

23 **T. “Notice of Class Action Settlement.”**

24 The document substantially in the form attached as **Exhibit A** that will be mailed to Class
25 Members’ last known addresses and that will provide Class Members with information regarding
26 the Action and information regarding the Settlement.

1 **U. “Notice of Objection.”**

2 A Class Member’s valid and timely written objection to the Settlement Agreement. For
3 the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature,
4 address, and telephone number, and the last four digits of their social security number or employee
5 ID number (b) a written statement of all grounds for the objection accompanied by legal support,
6 if any, for such objection; and (c) copies of any papers, briefs, or other documents upon which the
7 objection is based. Class Members regardless of whether or not they submit a written objection to
8 the Settlement Administrator will have the right to appear at the Final Approval Hearing in order
9 to have their objections heard by the Court. The Settlement Administrator shall provide counsel
10 for the Parties with complete copies of all objections received, including the postmark dates or fax
11 timestamps for each objection, within five (5) calendar days of receipt. Plaintiff’s Counsel will
12 provide copies of any objections and supporting documents to the Court at least ten (10) days
13 before the Final Approval Hearing.

14 **V. “Notice Packet.”**

15 The Notice of Class Action Settlement the Settlement Administrator will mail to Class
16 Members.

17 **W. “PAGA Members.”**

18 All current and former non-exempt employees of Defendant employed by Defendant in the
19 State of California during the period from March 4, 2019 through the date the Court enters an
20 order preliminarily approving the Parties’ Settlement (the “PAGA Period”).

21 **X. “PAGA Payment.”**

22 The amount that the Parties have agreed to pay to the Labor and Workforce Development
23 Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004
24 (Cal. Lab. Code §§ 2698, *et seq.*, “the PAGA”). The Parties have agreed that \$50,000 of the Class
25 Settlement Amount will be allocated to the resolution of any Class Members’ claims arising under
26 the PAGA. Pursuant to the PAGA, \$37,500 (75%) of the PAGA Settlement Amount will be paid
27 to the California Labor and Workforce Development Agency and \$12,500 (25%) of the PAGA
28 Settlement Amount will be distributed to PAGA Members.

1 **Y. “Participating Class Members.”**

2 All Class Members who are entitled to receive his/her share of the Net Settlement Amount
3 and who do not submit a valid and timely Request for Exclusion.

4 **Z. “Plaintiff.”**

5 Plaintiff Christopher Velasco Briseno.

6 **AA. “Preliminary Approval.”**

7 The Court’s order granting preliminary approval of the Settlement Agreement.

8 **BB. “Qualified Settlement Account.”**

9 The fund established by the Claims Administrator pursuant to Internal Revenue Code
10 Section 1.468B-1.

11 **CC. “Released Claims.”**

12 This term is defined as follows: Following the Effective Date, and upon Defendant fully
13 funding the Class Settlement Amount, all Class Members shall fully and finally release Released
14 Parties of the Released Claims for the Class Period. The Released Claims include, any and all
15 claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or
16 description arising from the facts and claims asserted in the Operative Complaint, as amended,
17 and/or that could have been asserted based on the facts alleged in the Operative Complaint, as
18 amended, against Defendant, including without limitation, statutory, constitutional, contractual or
19 common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest,
20 attorneys’ fees, litigation costs, restitution, equitable relief or other relief under Business &
21 Professions Code § 17200, et seq., based on the following categories: (a) any and all claims
22 involving any alleged failure to pay the minimum wages required by federal, state or local law,
23 including prevailing wages; (b) any and all claims arising under federal, state or local law
24 involving any alleged failure to pay for all hours worked, including but not limited to any claim
25 for minimum, straight time, overtime, or double time wages; (c) any and all claims arising under
26 federal, state or local law involving any alleged failure to pay straight time, overtime or double
27 time wages, including but not limited to any claim involving “off the clock” work, and any claim
28 involving Defendant’s workday or workweek, and any claim involving failure to include shift

1 differentials, bonuses, other incentive pay, or compensation of any kind in the “regular rate” of
2 pay; (d) any and all claims arising under federal, state or local law involving any alleged failure to
3 properly provide meal periods and/or authorize and permit rest periods, to pay premiums for
4 missed, late, short or interrupted meal and/or rest periods, or to pay such premiums at the regular
5 rate of compensation required by Labor Code § 226.7; (e) any and all claims arising under federal,
6 state or local law involving any alleged failure to keep accurate records or to issue proper wage
7 statements; (f) any and all claims arising under federal, state or local law involving any alleged
8 failure to timely pay wages, including but not limited to any claim that Defendant violated Labor
9 Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (g) any
10 and all claims arising under federal, state or local law involving any alleged failure to reimburse
11 for necessary business expenses, including under Labor Code §§2800 or 2802; (h) any and all
12 claims for unfair business practices in violation of California Business and Professions Code
13 sections 17200, *et seq.*; and (i) any and all penalties pursuant to the Private Attorneys General Act
14 (“PAGA”) of 2004 (collectively, the “Released Claims”). The Released Claims include all such
15 claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3,
16 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512,
17 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 1770
18 *et seq.*, 2800, 2802, 2810.5, 2698 *et seq.*, and 2699 *et seq.*); the Wage Orders of the California
19 Industrial Welfare Commission; California Business and Professions Code section 17200 *et seq.*;
20 the California Civil Code, to include but not be limited to claims under §§ 3336; the California
21 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; and federal
22 common law. Participating Class Members who negotiate or otherwise deposit their Settlement
23 Payment Check will be deemed to have opted into the Action for purposes of the Fair Labor
24 Standards Act (“FLSA”) and as to those Class Members they expressly waive and release any
25 FLSA claims, whether known or unknown, arising during the Class Period and reasonably related
26 to the claims and allegations in the Operative Complaint, as amended. This release excludes the
27 release of claims not permitted by law. The following language will be printed on the reverse of
28 each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating

1 this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of
2 Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of
3 the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my
4 FLSA claims that are covered by the Settlement.” It is the intent of the Parties that the judgment
5 entered by the Court upon final approval of the Settlement shall have res judicata effect and be
6 final and binding upon Plaintiff and all Class Members who have not expressly requested to be
7 excluded from of the Settlement. This release shall apply to claims arising during the Class
8 Period.

9 **DD. “Released Parties.”**

10 The Released Parties include Duggan & Associates, Inc., as named by Plaintiff in the
11 Operative Complaint, as amended, and its past, present and/or future, direct and/or indirect,
12 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined
13 as a company/corporation and/or partnership that is, directly or indirectly, under common control
14 with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers,
15 consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint
16 liability, employee benefit plans and fiduciaries thereof, and all of their respective employees,
17 directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service
18 providers, and assigns.

19 **EE. “Request for Exclusion.”**

20 A notice submitted by a Class Member requesting to be excluded from the Settlement.
21 The Request for Exclusion must contain (a) the Class Member’s name, address, telephone number,
22 and the last four digits of the Class Member’s Social Security number and/or the Employee ID
23 number and (b) a clear statement requesting to be excluded from the settlement of the class claims
24 similar to the following: “I wish to exclude myself from the class settlement reached in the matter
25 of *Briseno v. Duggan & Associates, Inc.* I understand that by excluding myself, I will not receive
26 money from the settlement of my individual claims. ”The Request for Exclusion must be returned
27 by mail to the Settlement Administrator at the specified address; and (c) postmarked on or before
28 the Response Deadline. The date of the postmark on the return mailing envelope will be the

1 exclusive means to determine whether a Request for Exclusion has been timely submitted. A
2 Class Member who does not request exclusion from the Settlement will be deemed a Class
3 Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted
4 final approval by the Court. A request for exclusion only applies to the class claims and not the
5 PAGA claim. Accordingly, any Class Member who excludes himself or herself will not be
6 excluded from the PAGA claim release and will be bound by the Judgment entered by this Court.

7 **FF. “Response Deadline.”**

8 The deadline by which Class Members must mail or fax to the Settlement Administrator
9 valid Requests for Exclusion or Notices of Objection to the Settlement. The Response Deadline
10 will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Claims
11 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
12 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
13 Response Deadline for Requests for Exclusion will be extended fifteen (15) calendar days for any
14 Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th
15 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to
16 the next day on which the U.S. Postal Service is open. The Response Deadline may also be
17 extended by express agreement between Class Counsel and Defendant’s counsel. Under no
18 circumstances, however, will the Settlement Administrator have the authority to unilaterally
19 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
20 Settlement.

21 **GG. “Settlement Payment Check.”**

22 The payment to Participating Class Members and PAGA Members. The back of the
23 Settlement Payment Check shall state, immediately below the space where the check is to be
24 endorsed by the payee: “By endorsing or otherwise negotiating this check, I acknowledge that I
25 read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I
26 consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate
27 in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered
28 by the Settlement .”

1 **HH. “Workweek(s).”**

2 A Workweek is the equivalent of one weekly pay period at Duggan, which is any calendar
3 week (i.e., a week beginning with Sunday and ending with Saturday) in which a Class Member or
4 PAGA Member worked at least one day.

5 **II. FUNDING OF THE CLASS SETTLEMENT AMOUNT.**

6 Within fourteen (14) calendar days after the Effective Date of the Settlement, Defendant
7 will make a one-time deposit of the Class Settlement Amount (less the amount paid in Prior
8 Release Payments) plus all employer-side payroll taxes into a Qualified Settlement Account to be
9 established by the Settlement Administrator. The Settlement Administrator will then issue
10 payments within fourteen (14) calendar days to: (a) Participating Class Members/PAGA
11 Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel.
12 The Claims Administrator will also issue a payment to itself for Court-approved services
13 performed in connection with the Settlement. Defendant has no obligation to deposit such funds
14 prior to the deadline set forth herein.

15 **III. ATTORNEYS’ FEES AND COSTS.**

16 Defendant agrees not to oppose or impede any application by Class Counsel for attorneys’
17 fees of not more than \$266,000 or the reimbursement of costs and expenses associated with Class
18 Counsel’s litigation and settlement of the Action not to exceed \$25,000.

19 **IV. CLASS REPRESENTATIVE INCENTIVE AWARD.**

20 In exchange for a general release by Plaintiff, and in recognition of Plaintiff’s effort and
21 work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or
22 impede any application or motion for a Class Representative Incentive Award for Plaintiff. The
23 Class Representative Incentive Award will be paid from the Class Settlement Amount and will be
24 in addition to Plaintiff’s individual settlement payment paid pursuant to the Settlement, and is
25 conditioned on the execution of a general release of claims (including a release under California
26 Civil Code § 1542) as set forth herein. Plaintiff will be solely and legally responsible for paying
27 any and all applicable taxes on the payments made pursuant to this paragraph and will indemnify
28

1 and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a
2 result of the payment.

3 **V. SETTLEMENT ADMINISTRATION COSTS.**

4 The Settlement Administrator will be paid for the reasonable costs of administration of the
5 Settlement and distribution of payments from the Class Settlement Amount, which are currently
6 estimated to be \$20,000. To the extent actual Settlement Administrations Costs are greater than
7 \$20,000, such excess amount will be deducted from the Class Settlement Amount, subject to Court
8 approval, provided the Settlement Administration Costs will not increase the Class Settlement
9 Amount.

10 **VI. LABOR AND WORKFORCE DEVELOPMENT AGENCY PAYMENT.**

11 Subject to Court approval, the Parties agree that \$50,000 of the Class Settlement Amount
12 will be designated for satisfaction of claims arising under PAGA. Pursuant to the PAGA, \$37,500
13 (75%) of the PAGA Settlement Amount will be paid to the California Labor and Workforce
14 Development Agency and \$12,500 (25%) of the PAGA Settlement Amount will be distributed to
15 PAGA Members on a *pro rata* basis based on the number of weeks worked during the PAGA
16 Period.

17 **VII. NET SETTLEMENT AMOUNT.**

18 The Net Settlement Amount and 25% portion of the PAGA Payment will be used to satisfy
19 Individual Settlement Payments to Participating Class Members/PAGA Members in accordance
20 with the terms of this Settlement.

21 **VIII. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.**

22 1. Individual Settlement Payments will be paid from the Net Settlement Amount and
23 the 25% portion of the PAGA Penalties allocated for PAGA Members. Specific calculations of
24 Individual Settlement Payments will be made as follows:

- 25 a. Defendant will provide the Settlement Administrator with the total number
26 of Workweeks for each Participating Class Member. Defendant will also
27 provide the total aggregated number of Workweeks worked by all
28 Participating Class Members during the Class Period. The amount that each

1 Participating Class Member will be eligible to receive will be calculated by
2 dividing each participating Class Member's individual Workweeks by the
3 total Workweeks of all Participating Class Members and multiplying the
4 resulting fraction by the Net Settlement Amount.

5 b. Defendant will also provide the Settlement Administrator with the total
6 number of Workweeks for each PAGA Member. Defendant will also
7 provide the total aggregated number of Workweeks worked by all PAGA
8 Members during the PAGA Period. The amount that each PAGA Member
9 will receive will be calculated by dividing each participating PAGA
10 Member's individual Workweeks by the total Workweeks of all PAGA
11 Members, and multiplying the resulting fraction by the 25% share of the
12 PAGA Penalties designated for distribution to aggrieved employees. PAGA
13 Members shall receive this portion of their Individual Settlement Payment
14 regardless of whether they opt out of the participation regarding the class
15 claims.

16 c. The Individual Settlement Payments estimate indicated on the Notice are
17 subject to change, depending on factors including how many Class
18 Members become Excluded Class Members (resulting in their Individual
19 Workweeks being removed from the final Class Workweeks, thereby
20 increasing the final weekly settlement amount).

21 d. Any Participating Class Members who received payment from the Prior
22 Release Payments made by Defendant shall have such amounts credited
23 against the class portion of their Individual Settlement Payment. However,
24 each Participating Class Member shall receive a payment of at least One
25 Hundred Dollars (\$100.00) for the class portion of his/her Individual
26 Settlement Payment..

27 2. The Individual Settlement Payment will be reduced by any required deductions for
28 each Participating Class Members as set forth herein, including employee-side tax withholdings or

1 deductions. Class Members, except those who request to be excluded from the settlement, will be
2 paid their portion of the Settlement, which will be considered 20% wages, 40% interest, and the
3 remaining 40% penalties. The Parties agree that the Claims Administrator will issue each
4 Participating Class Member a Form W-2 and a Form 1099 for all amounts paid under this
5 Settlement, making all deductions and withholdings required under law.

6 3. Eligible PAGA Members will receive their share of the employee portion of the
7 PAGA Penalties and will be deemed to have released any claims arising out of PAGA, regardless
8 of whether they opt-out from the release of their class claims.

9 4. The Individual Settlement Payments made to Participating Class Members under
10 this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to
11 calculate any additional benefits under any benefit plans to which any Class Members may be
12 eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
13 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it
14 is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
15 amounts to which any Class Members may be entitled under any benefit plans.

16 **IX. SETTLEMENT ADMINISTRATION PROCESS.**

17 1. The Parties agree to cooperate in the administration of the Settlement and to make
18 all reasonable efforts to control and minimize the costs and expenses incurred in administration of
19 the Settlement. The Claims Administrator will provide the following services:

- 20 a. Establish and maintain a Qualified Settlement Account.
- 21 b. Calculate the Individual Settlement Payment each Class Member is eligible
22 to receive.
- 23 c. Translate the Notice Packet into Spanish, and print and mail the Notice
24 Packet.
- 25 d. Assist Class Members who have questions regarding the Notice Packet.
- 26 e. Conduct additional address searches for mailed Notice Packets that are
27 returned as undeliverable.

- 1 f. Calculate Participating Class Members' Individual Settlement Payment,
2 field inquiries from Class Members, and administer any Requests for
3 Exclusion. This service will include settlement proceed calculation, printing
4 and issuance of Settlement Payment Checks, and preparation of IRS W-2
5 and 1099 Tax Forms. Basic accounting for and payment of employee tax
6 withholdings and forwarding all payroll taxes and penalties to the
7 appropriate government authorities will also be included as part of this
8 service.
- 9 g. Calculate and make any and all payments on behalf of Defendant required
10 pursuant to the Settlement Agreement, including but not limited to, FICA,
11 FUTA, and SDI contributions and the employer's portion of all payroll
12 taxes, which shall be made from the Class Settlement Amount.
- 13 h. Issue to Plaintiff, Participating Class Members, and Plaintiff's Counsel any
14 W-2, 1099, or other tax forms as may be required by law for all amounts
15 paid pursuant to this Settlement.
- 16 i. Provide declarations and/or other information to the Court as requested by
17 the Parties and/or the Court.
- 18 j. Provide weekly status reports to counsel for the Parties.
- 19 k. Post the final judgment on the claim administrator's website after it is
20 entered.

21 2. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide
22 the Class List to the Settlement Administrator. This is a material term of the Settlement, and if
23 Defendant fails to comply, Plaintiff shall have the right to void the Settlement, if any deficiencies
24 are not corrected within ten (10) business days of Defendant being provided notice of such
25 deficiencies. Plaintiff shall meet and confer with Defendant before voiding the Settlement based on
26 this provision. Plaintiff shall exclusively bear any costs incurred by the Claims Administrator.

27

28

1 3. Within fourteen (14) calendar days after receiving the Class List from Defendant,
2 the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-
3 Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

4 4. Prior to mailing, the Settlement Administrator will perform a search based on the
5 National Change of Address Database for information to update and correct for any known or
6 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as
7 non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class
8 U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate
9 the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
10 Settlement Administrator will promptly attempt to determine the correct address using a skip-
11 trace, or other search using the name, address and/or Social Security number of the Class Member
12 involved, and will then perform a single re-mailing. Those Class Members who receive a re-
13 mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an
14 additional fourteen (14) calendar days or (b) the Response Deadline to postmark or electronically
15 submit a Request for Exclusion or an objection to the Settlement.

16 5. All Class Members will be mailed a Notice Packet containing the Form attached as
17 **Exhibit A** as approved by the Court.

18 6. Class Members will have an opportunity to dispute the information provided in
19 their Notice Packets. If Class Members dispute the number of Workweeks to which they have
20 been credited or the amount of their Individual Settlement Payment, Class Members may produce
21 evidence to the Settlement Administrator showing that such information is inaccurate. Absent
22 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
23 However, if a Class Member produces evidence to the contrary, the Settlement Administrator will
24 consult with Class Counsel and Defendant's counsel, and will evaluate the evidence submitted by
25 the Class Member. Together, the Claims Administrator, Class Counsel and Defendant's counsel
26 will make the final decision as to the number of eligible Workweeks that should be applied and/or
27 the Individual Settlement Payment to which the Class Member may be entitled. If an agreement
28 cannot be reached between the Claims Administrator, Class Counsel and Defendant's counsel, the

1 Claims Administrator shall make the final determination. All such disputes are to be resolved not
2 later than fourteen (14) calendar days after the Response Deadline.

3 7. Request for Exclusion Procedures. Any Class Member wishing to be excluded from
4 the Settlement Agreement must sign and postmark a written Request for Exclusion to the Claims
5 Administrator within the Response Deadline. The Request for Exclusion must contain (a) the
6 Class Member's name, address, telephone number, and the last four digits of the Class Member's
7 Social Security number and/or the Employee ID number and (b) a clear statement requesting to be
8 excluded from the settlement of the class claims similar to the following: "I wish to exclude
9 myself from the class settlement reached in the matter of *Briseno v. Duggan & Associates, Inc.* I
10 understand that by excluding myself, I will not receive money from the settlement of my
11 individual claims." The date of the postmark on the return mailing envelope will be the exclusive
12 means to determine whether a Request for Exclusion has been timely submitted. All Requests for
13 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
14 Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. Any
15 Class Member who does not timely seek exclusion will be bound by the terms of this Settlement
16 Agreement.

17 **X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

18 1. Defendant's Option to Nullify the Settlement Agreement. If more than 5% of the
19 Class Members request to be excluded from the Settlement (or are otherwise excluded),
20 Defendant, in its sole discretion, shall have the option of nullifying the Settlement Agreement.
21 Should Defendant nullify the Settlement Agreement, it must notify Class Counsel in writing
22 within thirty (30) days of the Notice Packet Response Deadline. Prior to nullifying and
23 withdrawing from the Settlement pursuant to this provision, Defendant shall meet and confer with
24 Class counsel. In such a case, the Parties and any funds to be awarded under this Settlement
25 Agreement shall be returned to their respective statuses as of the date and time immediately prior
26 to the execution of this Agreement, and the Parties shall proceed in all respects as if this
27 Settlement Agreement had not been executed.

1 2. Nullification of the Settlement Agreement. In the event: (i) the Court does not
2 enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the
3 Court does not finally approve the Settlement as provided herein; (iii) the Effective Date does not
4 occur as provided herein; (iv) Defendant exercises its option to nullify the Settlement Agreement
5 based on an excessive number of excluded Class Members, as described in the above paragraph;
6 or (v) the Settlement does not become final for any other reason (e.g., an objection by the LWDA),
7 this Settlement Agreement shall be null and void. However, before becoming null and void, the
8 Parties and counsel shall meet and confer in good faith to attempt to resolve the issue. Should this
9 Settlement Agreement be nullified, any order or award entered by the Court in furtherance of this
10 Settlement Agreement shall be treated as void from the beginning, and the Stipulations and
11 Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by
12 the Parties or their Counsel. In such a case, the Parties and any funds to be awarded under this
13 Settlement Agreement shall be returned to their respective statuses as of the date and time
14 immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in
15 all respects as if this Settlement Agreement had not been executed, except that any fees already
16 incurred by the Settlement Administrator shall be paid by the Parties. A reduction in attorneys'
17 fees or costs, or a reduction in the Class Representative Incentive Award, shall not be grounds for
18 nullification of the Settlement Agreement.

19 3. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
20 Class Member who does not affirmatively request to be excluded from the Settlement Agreement
21 by submitting a timely and valid Request for Exclusion will be bound by all its terms, including
22 those pertaining to the Released Claims, as well as any Judgment that may be entered confirming
23 the Settlement. Eligible PAGA Members will receive their share of the employee portion of the
24 PAGA Penalties and will be deemed to have released any claims arising out of PAGA, regardless
25 of whether they opt-out from the release of their class claims.

26 **XI. OBJECTION PROCEDURES.**

27 To object to the Settlement Agreement, a Class Member must postmark a valid Notice of
28 Objection to the Settlement Administrator before the Response Deadline. The Notice of Objection

1 must be signed by the Class Member and contain all information required by this Settlement
2 Agreement. The postmark date will be deemed the exclusive means for determining that the
3 Notice of Objection is timely. Class Members regardless of whether or not they submit a written
4 objection to the Settlement Administrator will have the right to appear at the Final Approval
5 Hearing in order to have their objections heard by the Court. Neither the Parties nor their counsel
6 will solicit or otherwise encourage Class Members to submit written objections to the Settlement
7 Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class
8 Members with respect to any such objections to this Settlement.

9 **XII. CERTIFICATION REPORTS REGARDING INDIVIDUAL SETTLEMENT**
10 **PAYMENT CALCULATIONS.**

11 1. Weekly Reports The Settlement Administrator will provide Defendant's counsel
12 and Class Counsel a weekly report that certifies: (a) the number and names of Participating Class
13 Members from the Settlement Class who have disputed their anticipated Individual Settlement
14 Payment; (b) the number of Class Members who have submitted valid Requests for Exclusion; and
15 (c) any objections submitted to the Settlement along with a copy of any such objection.

16 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
17 reports regarding the administration of the Settlement Agreement as needed or requested.

18 2. Declaration re Notice Administration Within fourteen (14) calendar days of the
19 response deadline, the Settlement Administrator shall provide Class Counsel a declaration
20 regarding administration of the Notice Packet which shall name all individuals who chose to opt-
21 out of or object to the settlement.

22 3. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to
23 Participating Class Members will be negotiable for at least one hundred eighty (180) calendar
24 days. Those funds represented by settlement checks returned as undeliverable and those
25 settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after
26 issuance shall be forwarded to the Controller of the State of California pursuant to the Unclaimed
27 Property Law, California Civil Code § 1500, *et seq.*, to be held in trust for those Participating
28 Class Members and PAGA Members who did not timely cash their Settlement checks. The

1 Parties agree that C.C.P. Section 384(b), permits the Court for good cause to approve an
2 alternative distribution method for uncashed checks when it better serves the public's interest, and
3 that such good cause exists here for payment to be made to the California State Unclaimed
4 Property Fund for the benefit of the Class Members. The Parties agree that this disposition results
5 in no "unpaid residue" under California Civil Procedure Code § 384, as all payments to the
6 Participating Class Members and PAGA Members will be paid out, whether or not these
7 individuals cash their Settlement checks. Therefore, Defendant will not be required to pay any
8 interest on such amounts.

9 4. Certification of Completion. Upon completion of administration of the Settlement,
10 the Settlement Administrator will provide a written declaration under oath to certify such
11 completion to the Court and counsel for all Parties.

12 **XIII. TAX TREATMENT OF INDIVIDUAL SETTLEMENT PAYMENTS.**

13 All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of
14 each Individual Settlement Payment will be allocated as wages and eighty percent (80%) will be
15 allocated as non-wages (40% to interest and 40% to penalties). The portion allocated to wages
16 will be reported on an IRS Form W-2 and the portions allocated to non-wages will be reported on
17 an IRS Form-1099 by the Claims Administrator. The gross Individual Settlement Payments will
18 be reduced by any required legal deductions for each Class Member. All standard employee
19 payroll deductions will be made for state and federal withholding taxes, including any other
20 applicable payroll deductions owed by the Participating Class Members as a result of the wage
21 component, resulting in a net wage component. The Settlement Administrator will issue a check
22 and W-2 Form to each Class Member for the wage component. No withholding shall be made on
23 the interest and penalty portions of the gross Individual Settlement Payment. The Settlement
24 Administrator will issue a second check and IRS Form 1099 for the remaining interest and penalty
25 component. The Settlement Administrator shall be responsible for issuing the payments and
26 calculating and withholding all required state and federal taxes. The Parties and the Settlement
27 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
28 Payments under the terms of this Settlement Agreement. Any disputes not resolved concerning

1 the administration of the Settlement will be resolved by the Court, under the laws of the State of
2 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
3 faith to resolve the dispute without the necessity of involving the Court.

4 **XIV. ADMINISTRATION OF TAXES BY THE CLAIMS ADMINISTRATOR.**

5 1. Tax Liability. Defendant makes no representation as to the tax treatment or legal
6 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
7 relying on any statement, representation, or calculation by Defendant or by the Claims
8 Administrator in this regard. Plaintiff and Participating Class Members understand and agree they
9 will be solely responsible for the payment of their share of any taxes and penalties assessed on the
10 payments described herein.

11 2. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
13 PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING
14 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
15 PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
16 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
17 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
18 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
20 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
22 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
23 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
24 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
26 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
27 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
28 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
3 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 SETTLEMENT AGREEMENT.

8 **XV. RELEASE BY CLASS MEMBERS.**

9 1. No Prior Assignments. The Parties and their counsel represent, covenant, and
10 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
11 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
12 action, cause of action or right herein released and discharged.

13 2. Class Release. It is the desire of the Plaintiff, Class Members (except those who
14 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
15 compromise, and discharge the Released Claims as to the Released Parties. Thus, following the
16 Effective Date and after Defendant fully funds the Class Settlement Amount, and except as to such
17 rights or claims as may be created by this Settlement Agreement, the Class Members shall fully
18 release and discharge the Released Parties from any and all Released Claims for the entire Class
19 Period. This release shall be binding on all Class Members who have not timely submitted a valid
20 and complete Request for Exclusion, including each of their respective attorneys, agents, spouses,
21 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the
22 benefit of the Released Parties, who shall have no further or other liability or obligation to any
23 Settlement Class Member with respect to the Released Claims, except as expressly provided
24 herein.

25 3. Release of Additional Claims and Rights by Plaintiff (“Plaintiff’s Released
26 Claims”). Following the Effective Date and upon the complete funding of the Class Settlement
27 Amount as a material condition of receiving any portion of the Class Representative Incentive
28 Award, Plaintiff agrees to execute a separate stand-alone agreement and release all claims related

1 to his employment with Defendant, including all claims alleged in the Action, and be bound by a
2 Civil Code Section 1542 release and waiver of all claims known and unknown, without exception,
3 except as may be prohibited by law. This specifically excludes claims for unemployment
4 insurance, disability, social security, and workers' compensation (except for claims pursuant to
5 Labor Code Sections 132a and 4553).

6 **XVI. PRELIMINARY APPROVAL HEARING.**

7 1. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of
8 the Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional
9 certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the
10 proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness
11 Hearing.

12 2. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
13 Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
14 Plaintiff will submit this Settlement Agreement and will include the proposed Notice Packet.

15 3. Class Counsel will be responsible for drafting all documents necessary to obtain
16 preliminary approval. Class Counsel will provide Defendant's Counsel the opportunity to review
17 these papers two (2) business days prior to filing. Class Counsel shall consider in good faith, but
18 shall not be required to accept revisions or suggested changes by Defendant's Counsel.. Defendant
19 shall not oppose Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully
20 and completely approve the Settlement Agreement, which has the effect of preventing the full and
21 complete approval of the terms of the Settlement Agreement as set forth herein, will result in this
22 Settlement Agreement and all obligations under this Settlement Agreement being nullified and
23 voided.

24 **XVII. FINAL SETTLEMENT APPROVAL HEARING AND ENTRY OF JUDGMENT.**

25 1. Upon expiration of the Response Deadline, a Final Approval/Settlement Fairness
26 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
27 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the LWDA
28

1 Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Incentive Payment; and
2 (e) all Settlement Administration Costs.

3 2. Class Counsel will be responsible for drafting all documents necessary to obtain
4 Final Approval and shall draft a Proposed Final Approval Order and Judgment which includes all
5 individuals who opted-out of the proposed settlement. Class Counsel will provide Defendant's
6 Counsel the opportunity to review these papers two (2) business days prior to filing Class Counsel
7 shall consider in good faith, but shall not be required to accept revisions or suggested changes by
8 Defendant's Counsel Defendant shall not oppose Final Approval of this settlement. Any failure
9 by the Court to fully and completely grant final approval of the Settlement will result in this
10 Settlement Agreement entered into by the Parties and all obligations under this Settlement
11 Agreement being nullified and voided. Upon such failure, any order or award entered by the
12 Court in further of this Settlement Agreement shall be treated as void from the beginning, and the
13 stipulations and agreements contained herein shall be of no force or effect and shall not be treated
14 as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be
15 awarded under this Settlement shall be returned to their respective statuses as of the date and time
16 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects
17 as if this Settlement Agreement had not been executed, except that any fees already incurred by
18 the Claims Administrator shall be paid equally by the Parties.

19 **XVIII. JUDGMENT AND CONTINUED JURISDICTION.**

20 After entry of the Final Approval Order, the Court shall have continuing jurisdiction solely
21 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement;
22 (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be
23 appropriate under court rules or as set forth in this Agreement.

24 **XIX. OTHER PROVISIONS.**

25 1. Neutral Employment Reference. Defendant agrees that in response to any inquiries
26 from prospective employers directed to Defendant's Human Resources Department, Defendant
27 shall only provide Named Plaintiff's dates of employment and positions held during employment.
28 Defendant shall not refer to the Action or this Settlement.

1 2. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
3 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

4 3. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
5 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
6 agreements may be deemed binding on the Parties.

7 4. Amendment or Modification. This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest and approved by the Court.

10 5. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
11 and represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
13 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
14 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
15 counsel will cooperate with each other and use their best efforts to effect the implementation of the
16 Settlement. If the Parties are unable to reach agreement on the form or content of any document
17 needed to implement the Settlement, or on any supplemental provisions that may become
18 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
19 mediator, Eve Wagner Esq., to resolve such disagreement.

20 6. Binding on Successors and Assigns. This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto as previously
22 defined.

23 7. California Law Governs. All terms of this Settlement Agreement and Exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California, except
25 for the FLSA claims, which shall be governed by federal law.

26 8. Execution and Counterparts. This Settlement Agreement is subject only to the
27 execution of all Parties. However, the Settlement Agreement may be executed in one or more
28 counterparts. All executed counterparts and each of them, including facsimile and scanned copies

1 of the signature page, will be deemed to be one and the same instrument. The Parties may execute
2 this Settlement Agreement electronically (e.g., DocuSign), and such copies shall have the same
3 force and effect as an executed original.

4 9. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
5 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
6 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
7 litigation, taking into account all relevant factors, present and potential. The Parties further
8 acknowledge that they are each represented by competent counsel and that they have had an
9 opportunity to consult with their counsel regarding the fairness and reasonableness of this
10 Settlement.

11 10. Invalidity of Any Provision. Before declaring any provision of this Settlement
12 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
13 extent possible consistent with applicable precedents so as to define all provisions of this
14 Settlement Agreement valid and enforceable.

15 11. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
16 class certification for purposes of this Settlement only; except, however, that either party may
17 appeal any Court order that materially alters the Settlement Agreement's terms.

18 12. Class Action Certification for Settlement Purposes Only. The Parties agree to
19 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
20 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
21 that certification for purposes of the Settlement is not an admission that class action certification is
22 proper under the standards applied to contested certification motions and that this Settlement
23 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a
24 class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other
25 than according to the Settlement's terms.

26 13. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
27 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
28 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and

1 specifically denies, that it has violated any federal, state, or local law; violated any regulations or
2 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
3 requirements; breached any contract; violated or breached any duty; engaged in any
4 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
5 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
6 negotiations connected with it, shall be construed as an admission or concession by Defendant of
7 any such violations or failures to comply with any applicable law. Except as necessary in a
8 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
9 terms and provisions shall not be offered or received as evidence in any action or proceeding to
10 establish any liability or admission on the part of Defendant or to establish the existence of any
11 condition constituting a violation of, or a non-compliance with, federal, state, local or other
12 applicable law.

13 14. Captions. The captions and section numbers in this Settlement Agreement are
14 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
15 or intent of the provisions of this Settlement Agreement.

16 15. Waiver. No waiver of any condition or covenant contained in this Settlement
17 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
18 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
19 right or remedy.

20 16. Enforcement Action. If one or more of the Parties institutes any legal action or
21 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
22 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
23 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, in
24 connection with any enforcement actions, to the extent permitted by California law.

25 17. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
26 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
27 construed more strictly against one party than another merely by virtue of the fact that it may have
28 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-

length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

18. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

19. All Terms Subject to Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final approval by the Court.

20. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or Pick Up Stix agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendant further agrees that it will not oppose Plaintiff's motion for preliminary approval or motion for final approval.

21. Confidentiality. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree that, prior to preliminary approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the settlement confidential. From and after preliminary approval of the settlement, the Class Members (including Plaintiff's and Class Counsel) may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and

1 Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to
2 interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class
3 Counsel, including but not limited to, communicating with Class Members regarding the
4 Settlement.

5 22. Binding Agreement. The Parties warrant that they understand and have full
6 authority to enter into this Settlement, intend that this Settlement Agreement will be fully
7 enforceable and binding on all Parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
9 provisions that otherwise might apply under federal or state law. Plaintiff, and not his respective
10 representative(s), must personally execute this Settlement Agreement.

11 Dated: 03/22/2021

Christopher Velasco Briseno

Plaintiff Christopher Velasco Briseno

14
15 3/29/2021
16 Dated:

Duggan & Associates, Inc.

DocuSigned by:

Chris Duggan

AD9D8ED39F9E4F4...

17 Please Print Name of Authorized Signatory

18
19 **APPROVED AS TO FORM**

20 **PROTECTION LAW GROUP, LLP**

21 Dated: March 23, 2021

Amir Nayebedadash

Amir Nayebedadash
Attorneys for Plaintiff

24 **SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

25 Dated: March 29, 2021

Ronda D. Jamgotchian

Ronda D. Jamgotchian
Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Briseno v. Duggan & Associates, Inc.

Los Angeles Superior Court, Case No. 20STCV11745

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt or hourly-paid employees who are or were employed by Duggan & Associates, Inc. in the State of California at any time from March 24, 2016 through [the date of preliminary approval].
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Christopher Velasco Briseno (“Plaintiff”) a former employee of Duggan & Associates, Inc. (“Defendant”) on March 24, 2020. The case is currently pending in the Los Angeles County Superior Court, Case No. 20STCV11745.

The lawsuit alleges that Defendant violated sections of the Fair Labor Standards Act, California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all liability and contends that its conduct is and has been lawful at all relevant times. Defendant is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Christopher Velasco Briseno, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from March 24, 2016 through [the date of preliminary approval]). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Christopher Velasco Briseno as the Class Representative, and appointed his attorneys at Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between March 24, 2016 to [the date of preliminary approval].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred and Sixty Thousand Dollars (\$760,000) (“Class Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. The Class Settlement Amount also includes the “Prior Release Payments” previously paid by Defendant to Class Members, in the amount of One Hundred Thirty-Three Thousand Seven Hundred and Fifty Dollars (\$133,750).

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Two Hundred Sixty Six Thousand Dollars (\$266,000);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Five Thousand Dollars (\$25,000);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500);
- D. **Settlement Administration Costs** which are currently estimated to be Twenty Thousand Dollars (\$20,000); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000) for the settlement of claims arising under the Private Attorneys General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from March 4, 2019 to [the date of preliminary approval] for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from March 24, 2016 to [the date of preliminary approval] (“Workweeks”) and whether you previously entered into a settlement with Defendant for the Released Claims.

If you previously entered a settlement with Defendant, the amount you previously received will be subtracted from your estimated share of the Net Settlement Amount. However, all Participating Class Members will receive a payment of at least \$100 from the Net Settlement Amount.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to

withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Class Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your estimated Individual Settlement Payment is \$XXX.XX. This amount includes your portion from the Net Settlement Amount (minus any prior settlement payment) and, if eligible, your share of the PAGA Payment. The amount of this payment is subject to change.

This Amount was determined based on Defendant's record of your employment between March 24, 2016 to [the date of preliminary approval], and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any evidence you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties and the Settlement Administrator, but if the Parties cannot agree, the Settlement Administrator will make the final decision. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Class Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Claims" for the Class Period.

The "Released Parties" include Defendant Duggan & Associates, Inc. as named by Plaintiff in the operative complaint, and its past, present and/or future, direct and/or indirect parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and all of their respective employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

The "Released Claims" means any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts and claims asserted in the operative complaint and/or that could have been asserted based on the facts alleged in the operative complaint against Defendant, including without limitation, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code § 17200, et seq., based on the following categories: (a) any and all claims involving any alleged failure to pay the minimum wages required by state or federal law, including prevailing wages; (b) any and all claims arising under state or federal law involving any alleged failure to pay for all hours worked, including but not limited to any claim for minimum, straight time, overtime, or double time wages; (c) any and all claims arising under state or federal law involving any alleged failure to pay straight time, overtime or double time wages,

including but not limited to any claim involving “off the clock” work, and any claim involving Defendant’s workday or workweek, and any claim involving failure to include shift differentials, bonuses, other incentive pay, or compensation of any kind in the “regular rate” of pay; (d) any and all claims arising under state or federal law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to permit premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation required by Labor Code § 226.7; (e) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements; (f) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Defendant violated Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (g) any and all claims arising under federal, state or local law involving any alleged failure to reimburse for necessary business expenses, including under Labor Code §§ 2800 or 2802; (h) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (i) any and all penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004. The Released Claims include all such claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 511, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 1770 et seq., 2800, 2802, 2810.5, 2698 et seq., and 2699 et. seq.); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California Civil Code, to include but not be limited to claims under §§ 3336; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.; and federal common law.

This release of these claims pertains to the Class Period from March 24, 2016 to [the date of preliminary approval].

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or your Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Briseno v. Duggan & Associates, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]
[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims (except for Released Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Claims.

10. If I exclude myself, can I get money from this settlement?

No (except if you worked between March 4, 2019 to [the date of preliminary approval], in which case you will still receive the portion of your Individual Settlement Payment for Released Claims that arise under PAGA). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Claims (except for Released Claims that arise under PAGA).

THE LAWYERS IN THE CASE

11. Who are the attorneys representing the Parties?

The attorneys representing the Parties are listed below. The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel to represent the Class in this case, and Defendant is represented by Sheppard Mullin Richter & Hampton.

**CLASS COUNSEL
PROTECTION LAW GROUP LLP**

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

**DEFENDANT'S COUNSEL
SHEPPARD, MULLIN, RICHTER, & HAMPTON LLP**

Ronda Jamgotchian, Esq.
Michael Campbell, Esq.
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067
Telephone: (310) 228-3700
Facsimile: (310) 228-3701

Class Counsel will ask the Court for attorneys' fees of up to \$266,000 and reimbursement of litigation cost/expenses of up to \$25,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the

last four digits of your social security number or your employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2021], at the at the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through “LA Court Connect” at <https://www.lacourt.org/lacc/>.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www. [].

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www. or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE
CLERK OF THE COURT OR THE JUDGE**