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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

VERNELL BATTLE, JR., on behalf of himself
and other similarly-situated employees,

Plaintiff,

vs.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 102

CLASS ACTION

**DECLARATION OF ISAM C. KHOURY IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Hearing Information

Date: September 22, 2022
Time: 2:00 p.m.
Dept: CX 102
Judge: Hon. Peter J. Wilson

Complaint filed: May 26, 2020
Trial date: Not set

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record for
3 Plaintiff and the Settlement Class. I submit this Declaration in Support of Plaintiff's Motion for Order
4 Granting Preliminary Approval of Class Action Settlement. The following facts are within my personal
5 knowledge and if called to testify I could and would competently testify to them.

6 2. I am a 1973 Hastings School of Law graduate and was admitted to the California State
7 Bar in 1974 and am admitted to practice in all state courts in California and in the all federal courts in
8 California, as well as the First Circuit Court of the State of Hawaii and the United States Court of
9 Appeals for Sixth Circuit.

10 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
11 Professional Law Corporations, in 1981 and within a few years began to focus on class actions. Cohelan
12 & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and
13 representative action litigation, including wage and hour, labor and employment, antitrust, consumer
14 protection, construction defect and other public interest class and representative actions.

15 4. I, along with Partner Diana M. Khoury have been selected by our peers based on ethics,
16 experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super
17 Lawyers Magazine for the years 2012 through the present. Michael D. Singer, Managing Partner, was
18 named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment
19 Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was
20 admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I am AV – Preeminent
21 rated by Martindale-Hubbell, as are many attorneys in our firm.

22 5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the
23 Mandatory Continuing Legal Education activity entitled "Litigating California Class Actions" and has
24 conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of
25 Cohelan on California Class Actions (1997-2022, updated annually), part of Thomson Reuters Expert
26 Series updated annually. Michael D. Singer is a contributing author on the CEB publication California
27 Wage and Hour Law: Compliance and Litigation (2010-2022 updated annually), in which he wrote the
28 opening chapter overview on California Wage and Hour laws, including the public policy

1 underpinnings for those laws, and the Private Attorneys General Act (PAGA) Claim chapter. He is also
2 a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms
3 for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation
4 Section on wage and hour litigation and has contributed articles on wage and hour and class action
5 issues through the years to numerous California publications. Prior to COVID, he typically lectured
6 several times per year for continuing education courses on wage and hour and class action issues at
7 events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, Mr.
8 Singer has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers
9 Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the
10 California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and
11 employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several
12 individual labor cases. He has litigated several types of employment actions, including complex ERISA
13 employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State
14 Courts in California. In 2014, Mr. Singer, along with Partner J. Jason Hill, tried a wage and hour class
15 action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske*
16 *Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws
17 preempted by the FAAAA for truck drivers.

18 6. As a part of our overall firm philosophy lawyers perform community service and pro bono
19 work. Firm volunteer work includes service through the Legal Aid at Work, San Diego Volunteer
20 Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego.
21 Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer
22 has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair
23 of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past
24 Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego
25 Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of
26 the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of
27 California, and American Association for Justice serving and chairing various committees through the
28 years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board

1 of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the
2 Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San
3 Diego County Bar Association providing access to justice to the underserved and impoverished in the
4 San Diego County region. Our firm's recent pro bono victories include a settlement which prohibits the
5 City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section
6 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer*
7 settlement had the effect of increasing the number of available shelter beds in San Diego.

8 7. Cohelan Khoury & Singer has been certified Class Counsel in the following contested
9 proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No. 00700810;
10 *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548;
11 *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior
12 Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES*
13 *LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition
14 Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of
15 California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District
16 Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services,*
17 *Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v.*
18 *Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen*
19 *Retail Inc.*, United States District Court, Southern District of California Case No. 05CV2340; *Gerard*
20 *v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
21 300000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS*
22 *L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior Case No.
23 CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez,*
24 *et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior
25 Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court,
26 Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v.*
27 *Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414; *Hohnbaum,*
28 *et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court Case No.

GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; *STEROID HORMONE PRODUCT CASES*, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 200 class action settlements.

8. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 200 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court,

Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California, Case No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-

00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

9. We are experienced and consider ourselves qualified to evaluate the claims and defenses in this Action. This allowed our firm to assist in achieving an efficient resolution of the claims in this matter for a non-reversionary Settlement Payment of \$5,455,000 for up approximately 2,397 individuals employed by Defendant Safran Cabin, Inc. ("Safran Cabin") in California at any time from May 26, 2016, through January 29, 2022 (the Class Period). The proposed Settlement is memorialized in the Joint Stipulation of Class Action and PAGA Settlement and Release, ("Agreement"), attached as Exhibit A.

10. Safran Cabin is a supplier of airplane cabin interiors for business and military aircraft. with approximately four operational locations throughout California at issue during the Class Period. Plaintiff worked as an hourly non-exempt technician for Safran Cabin (formerly known as C&D Zodiac, Inc., which was informally referred to as "Zodiac Aerospace") from approximately March 14, 2016, until approximately February 18, 2020. Plaintiff worked primarily as an installation technician in the building and fitting of aircraft interiors. He worked in Orange County at the Cypress facility in the State of California. He was paid approximately \$19.55 per hour.

11. The Class Members are, "all individuals employed by Safran Cabin, Inc., in the State of California, any time from May 26, 2016, through January 29, 2022. The 2,397 Class Members worked an estimated 363,603 workweeks in the Class Period. The PAGA Members are, "all individuals employed by Defendant in the State of California as hourly non-exempt employees at any time during

1 the PAGA Period” of April 28, 2019, through January 29, 2022 (“PAGA Period”). An estimated 1,741
2 PAGA Members worked an estimated 68,592 pay periods during the PAGA Period.

3 12. Plaintiff’s counsel formally requested his personnel file and obtained job applications,
4 work schedules, and time and pay records. Safran Cabin produced the requested documents. On April
5 28, 2020, Plaintiff filed the PAGA Notice with the Labor and Workforce Development Agency
6 (“LWDA”) advising of his intent to pursue claims on behalf of the PAGA Members.

7 13. On May 26, 2020, Plaintiff filed his initial Class Action Complaint, asserting claims for:
8 (1) failure to pay minimum and/or regular wages for all hours worked (Cal. Labor Code §§ 1194,
9 1194.2, 1197.2); (2) failure to pay overtime wages (Cal. Labor Code §§ 510, 1194); (3) failure to
10 provide compliant meal periods (Cal. Labor Code §§ 226.7, 512, and IWC Wage Orders); (4) failure
11 to provide accurate itemized wage statements (Cal. Labor Code § 226); (5) failure to timely pay all
12 wages owed at termination or separation from employment (Cal. Labor Code § 203); and (6) unfair
13 competition and restitution for unpaid wages (Cal. Business & Professions Code §§17200 et seq.).

14 14. On July 8, 2020, Plaintiff filed his First Amended Class Action Complaint and
15 Representative Action, adding claims for PAGA civil penalties for all underlying Labor Code claims
16 alleged in his initial complaint (specifically, Counts 7-10 of the First Amended Class Action Complaint
17 and Representative Action).

18 15. On October 22, 2021 Plaintiff filed an Amended PAGA Notice with the LWDA. On
19 January 18, 2022, Plaintiff filed his Second Amended Class Complaint and Representative Action, the
20 operative complaint in this Action, adding the additional PAGA claims set forth in the Amended PAGA
21 Notice for alleged violation of Labor Code 2802, rest period violations, and failure to maintain accurate
22 records (Labor Code section 1174), and adding a class claim for rest period violation.

23 16. Plaintiff served Safran Cabin with formal discovery including special interrogatories,
24 requests for admissions, and requests for production of documents. The Parties engaged in extensive
25 meet and confer efforts and ultimately decided to attempt to resolve Plaintiff’s claims through
26 mediation.

27 17. The Parties agreed to mediate Plaintiff’s claims and participated in mediation on
28 September 7, 2021, with Mark S. Rudy, Esq. In preparation for mediation, Plaintiff requested and

1 Safran Cabin informally produced documents and data for the Class Period, including: (1) employee
2 handbooks and policies; (2) the number of current and former employees; (3) aggregate number of
3 Workweeks; (4) aggregate number of pay periods; (5) timekeeping records for ten percent of the Class;
4 (6) amount of meal and rest period premium wages paid; (7) itemized wage statements; and (8)
5 exemplar arbitration agreements/class action waivers signed by Class Members.

6 18. Plaintiff contended that for the majority of the class period he and non-exempt employees
7 were underpaid due to Safran Cabin's non-neutral time rounding practice. Employees were allowed to
8 clock in up to seven minutes before the start of their scheduled shift. This pre-shift time was not
9 considered and wages were paid only from the scheduled start time. There was no offsetting "window"
10 after the start of the scheduled shift. Plaintiff alleged that over time, the use of this non-neutral rounding
11 system resulted in underpaid minimum, regular, and overtime wages for hundreds of hours for all
12 impacted employees using the same clock system.

13 19. Plaintiff also contended Safran Cabin's policies resulted in non-compliant first and second
14 meal periods and rest periods, and that Safran Cabin, for a portion of the class period, employed an
15 auto-deduct system which did not accurately record the meal period entries of its employees, resulting
16 in potential liability for PAGA penalties. Review of the sampled time punch records documented 79%
17 of shifts were subject to the auto deduct procedure which was utilized from May 26, 2016 through
18 October 24, 2018 involving 477,253 shifts. Alleged violations relating to late or short meal breaks and
19 missing breaks in the remaining shifts in this time period produced an 8% meal period "violation" rate.
20 The shifts, after the auto deduct practice ceased on October 24, 2022 through the end of the class period
21 (397,363), were analyzed and produced an alleged aggregate 16% violation rate for short, late or missed
22 meal periods.

23 20. With respect to Plaintiff's claims relating to missed second meal periods in shifts of more
24 than 10 hours, Safran Cabin produced compliant second meal period policies and waivers which it
25 asserted relieved it from any liability for this claim.

26 21. Plaintiff also contended Safran Cabin had a class wide policy which failed to authorize or
27 permit non-exempt employees to receive rest periods of at least ten minutes per four (4) hours, or major
28 fraction, worked, and failed to pay rest period premium wages equal to one (1) hour of pay at the regular

1 rate of compensation for each workday a compliant rest period was not authorized or permitted.

2 22. Safran Cabin argued it followed California law at all times by authorizing and permitting
3 rest breaks, not discouraging employees from taking them, and that to the extent any employees missed
4 a break, it was voluntarily. It also argued that certification would be very problematic given its
5 compliant policies and the fact that rest periods were not required to be recorded and that it would be
6 entitled to individual inquiries which would defeat class certification.

7 23. With significant investigation, research, and consultant's analysis of the voluminous data,
8 and a Class-wide damage model, the Parties attended mediation with Mark S. Rudy, Esq. on September
9 7, 2021, and engaged in serious and informed arm's-length negotiations. By the end of the day, the
10 Parties reached an agreement in principal on a proposed settlement. Thereafter the parties continued
11 negotiations with the assistance of the mediator and finally signed a Memorandum of Understanding
12 on January 18, 2022. The Parties subsequently negotiated additional settlement terms and entered into
13 the Agreement attached as Exhibit A.

14 24. Pursuant to the Agreement, Safran Cabin will pay the Gross Settlement Amount (GSA)
15 of \$5,455,000.00, which includes: (a) attorneys' fees of \$1,818,333.33 (one-third of GSA) to
16 compensate Class Counsel for all work performed and remaining to be performed securing final Court
17 approval; (b) reasonable litigation costs up to \$20,000.00; (c) Class Representative Service Award
18 payment of \$7,500.00 to Plaintiff for work as the Class representative, risks undertaken for costs if the
19 case had not successfully concluded, and benefits conferred on the Class; (d) \$250,000.00 in PAGA
20 Payment (with \$187,500.00/75% payable to the LWDA, and \$62,500.00/25% payable to the PAGA
21 Members); and (e) Settlement Administration Costs estimated to be \$18,000. Safran Cabin will pay the
22 employer's share of payroll taxes in addition to the GSA.

23 25. Plaintiff consented to apportion fees: 66 2/3% to Cohelan, Khoury & Singer and 33 1/3%
24 to Davtayan Law Firm, Inc.

25 26. After Court-approved deductions, the estimated Net Settlement Amount (NSA) of
26 \$3,341,166.67 will be distributed pro-rata to Class Members based on the number of Workweeks
27 worked during the Class Period. Class Members who do not opt-out will receive an estimated \$9.19 for
28 each Workweek worked during the Class Period, and an average estimated payment of \$1,393.90.

27. Class Members employed during the PAGA Period will receive a share of the \$62,500 in Individual PAGA Payments based on number of Workweeks worked during the PAGA Period whether they opt-out or not.

28. No portion of the GSA will revert to Safran Cabin under any circumstances. After 180 days of issuance, all uncashed checks will be sent to the State of California Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided.

29. Simpluris, Inc. (the Settlement Administrator), will search the National Change of Address database, update Class Member addresses, perform skip-tracing, and mail the Notice of Class Action Settlement (Settlement Notice) to each Class Member in Safran Cabin's employment records.

30. The Settlement Notice explains (1) how to participate in the Settlement without submitting a claim; (2) dispute the basis of an Individual Settlement Payment; (3) object or opt-out; (4) the release to be given, (5) date of Final Approval hearing, and how to obtain further information.

31. The method of distributing the Settlement is fair and reasonable and does not give preferential treatment to any Class Member. The information used is readily available from Safran Cabin's records, and the Settlement Administrator can apply the formula fairly and transparently.

32. Class Counsel investigated the claims and Safran Cabin's defenses before filing PAGA charges with the Labor and Workforce Development Agency. With discovery responses outstanding, the parties agreed to mediation. Thereafter, Plaintiff requested, and Defendant produced, policy documents, information, and data for a representative sample of the Class, aggregate Workweeks and pay periods, and average hourly rates, to allow liability for the claims to be assessed and Class-wide damages to be estimated.

33. Extensive investigation and information exchanged gave the Parties a clear understanding of the strengths and weaknesses of their positions before negotiations.

34. Plaintiff's Counsel have significant experience in litigating wage and hour employment class actions. This allowed Counsel to compare settlement of Class claims with the risks of further litigation, including trial and appeals.

35. Defense counsel, Alaya B. Meyers and Tracy R. Williams of Little Mendelson, P.C., a well-known and respected defense firm, are highly skilled defense attorneys who defended their client

1 vigorously throughout this case, including through mediation and subsequent negotiations.

2 36. Class Counsel relied on documents and data, including time and pay records for Class
3 Members. Class Counsel reviewed, organized, and analyzed all information, and worked with
4 experienced damages consultants to calculate Class-wide damages through the date of mediation.

5 37. There are approximately 2,397 putative Class Members from May 26, 2016, though
6 January 29, 2022. The number of PAGA Members from April 28, 2019, through January 29, 2022 is
7 1,741. Defendant has documented a total of approximately 363,603 workweeks during the Class
8 Period. The total number of pay periods during the PAGA Pay Period are 68,592. The number of
9 terminated or separated employees in the 3-year statute of limitations period for Labor Code section
10 203 is 1,655. The combined average rate of pay was less than Plaintiff's pay and is reported to be \$18.11
11 per hour.

12 38. Plaintiff's derivative claims include failure to provide accurate itemized wage statements,
13 timely final wages, and PAGA violations.

14 39. Defendant produced a ten percent data sample of pay and timekeeping records that was
15 analyzed by Plaintiff's damages consultants. Safran Cabin had in place a time system which allowed
16 employees to clock in up to seven minutes before the start of their scheduled shift. The analyzed sample
17 showed the company practice of rounding up to seven pre-shift minutes and paying only from the start
18 of the scheduled shift. Plaintiff's consultant calculated the alleged "loss" sustained by class members
19 during these pre-shift minutes (which Safran Cabin contended were grace periods not subject to
20 rounding rules) totaled of \$313,965 (7585 "unpaid" hours x \$18.11 x 1.5 OT rate = \$227,489 plus
21 interest of \$76,474).

22 40. Safran Cabin's defense relied on its written policy which specifically stated "The
23 employee should not work or clock in more than seven minutes before their scheduled shift" and
24 contended that their policy was indeed complaint since employees were not expected or required to
25 engage in work related activities prior to their start time.

26 41. This claim was discounted in light the potential certification hurdles and claimed defenses
27 by 50% to an exposure value of \$156,982.

28 42. The data provided documented that approximately 79% of the meal periods in this time

1 frame were subject to the auto deduct. The remaining pre-October 24, 2018 shifts, which were not
2 subject to the auto deduct policy, were separately analyzed by plaintiff's consultant. It was determined
3 that 8% of the non-auto deduct shifts were presumptively violations being short (less than 30 minutes)
4 or late (not commencing before the end of the fifth hour).

5 43. For the remaining 397,363 shifts for the post auto deduct time frame October 25, 2018
6 through April 18, 2022 a 16% violation rate was calculated. Based on data provided by Safran Cabin it
7 was estimated that there were 477,253 shifts before the October change in policy (54.6%) and 397,363
8 shifts (45.4%) after the policy change.

9 44. Assuming a 79% violation rate for the auto deduct claim the exposure would be 477,253
10 shifts x \$18.11 = \$11,486,000. In light of the IWC wage order exception, and consideration of Plaintiff's
11 belief that operations did not entirely cease, this claim valued for negotiation was discounted by 50%
12 to \$5,743,000.

13 45. The remaining pre-October 25, 2018 shifts with an alleged 8% violation rate would
14 generate a Maximum exposure of \$691,444. This was discounted for certification hurdles by 25% to
15 \$518,500.

16 46. The post-October 25, 2018 claim was calculated as \$1,151,399 (397363 shifts x. 16%
17 x\$18.11 average hourly rate.) This claim was also discounted for inherent certification and proof at trial
18 issues by 25% to \$820,000.

19 47. Since rest periods are not required to be recorded, for purposes of negotiation at mediation
20 Plaintiffs' counsel assumed a violation rate of 16% based on the documented meal period experience.
21 This resulted in alleged exposure of \$2,534,287 (874,616 shifts x 16% x \$18.11). Based on Plaintiff's
22 experience and input from Defendant that it maintained compliant policies providing rest periods, this
23 amount was discounted by 90% to \$253,428. Proof of this claim was discounted substantially because
24 of the total lack of supportive time records and increased challenges to establishing the merits of each
25 employee's possible rest break claims, as well as the significant hurdles in certifying a rest break claim.

26 48. Defendant provided reimbursement policies in effect during the class period which were
27 facially complaint and authorized reimbursement for business related expenses. The parties
28 nevertheless explored liability and potential exposure for unreimbursed business expenses at the

mediation, such as potential claims for tool or uniform expenditures. Given the nature of the class employee duties, unpaid business-related expenses were generally found to be rare. With the added difficulty in quantifying the possible aggregate exposure, a settlement value assessment for mediation discussion was assessed at \$50,000 for release of this claim.

49. The statute for the derivative claim wage statement claim provides for \$50 for the initial pay period and \$100 for each subsequent pay period with a maximum of \$4000. The penalty claim was calculated as follows: $1543 \times .67 \times \$4,000 = \$4,135,240$.

50. This claim, being derivative and, given the defenses available and the requirement that the rounding claim be certified and prevail at trial, was reduced by 90% to \$413,524.

51. To calculate 203 waiting time penalties, Plaintiff used Using the data provided by Safran Cabin, there are 1,236 terminated/separated employees. Only those that sustained a “loss” as a result of the rounding claim would be potentially eligible, for which Plaintiff used the .67 percent affected by rounding underpayments for the entire class. The calculation for the 30-day pay assessment is thus \$3,599,340 ($1,236 \times .67 \text{ employees} \times \$18.11 \text{ per hour} \times 8 \text{ hours per day} \times 30\text{-days}$). Safran Cabin argued that the unpaid time was not a result of their policies, since pre-shift work was not required or anticipated, and therefore Plaintiff could not establish liability for such penalties, and that it was unlikely a court would find failure to pay wages willful or that it had no good faith defense that it believed its rounding/grace period policies operated neutrally. Based on these issues and defenses, Plaintiff’s counsel believed there was only a 25% probability of prevailing based on difficulties in certifying and proving the underlying violation and particularly showing willfulness, and used a 75% discount to reach an estimated realistic exposure for this claim of \$899,835.

52. There are 1,741 allegedly aggrieved employees and approximately 79,155 pay periods during the PAGA period, April 28, 2019, to April 18, 2022. Using initial violation rates for these pay periods, maximum penalties were estimated for seven potential violations:

a. Labor Code § 203 - Using the data provided by Safran Cabin, there are 791 terminated/separated employees which would generate a claim of \$79,100.

b. Labor Code § 1194 unpaid wages - Data analysis indicated that approximately 67% of the pay periods involved “rounded “time. Given $67\% \times 79,155 = 54,033$ PAGA pay

periods. =53,033 pay periods x \$100 = \$5,303,300.

c. **Labor Code § 226 Wage Statements** - Since the claim is based arises on the “rounding” claim only 67% of the pay periods would be affected. The calculation would be: 53,3033 pay periods x \$100 = \$5,330,033.

d. **Labor Code § 226.7 Meal Period** - Assuming a 38% “violation rate, the exposure would calculated as follows: .38 x 79,155 x \$100 = \$3,007,890

e. **Labor Code § 226.7 Rest Period** - The damage assessment relied on the meal period findings for purposes of negotiation since employers are not required to record rest periods. \$3,007,890.

f. **Labor Code § 1174 Failure To Maintain Time and Pay Records** - Assuming that Safran Cabin’s group meal provision with auto deduct did not satisfy the exemption it would be liable for the PAGA civil penalties available under Labor Code section 1174. This would represent a claim of \$500 per employee x 1,174 = \$587,000.

53. Maximum PAGA exposure of approximately \$17,288,480 was discounted by 90% to \$1,728,848 for several reasons, i.e., the risk of not proving underlying violations, Defendant’s compliant policies, and Court’s authority to reduce penalties, as long as not to “zero.”

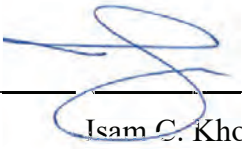
54. The Gross Settlement Amount of \$5,455,000 represents approximately 51.5% of the reasonable combined value of the claims, \$10,584,817 (Non-PAGA \$8,855,969+ PAGA \$1,728,848 = \$10,584,817), or separately, the \$5,205,000 non-PAGA settlement is 58.7% of the reasonable claim value of \$8,855,969, and the \$250,000 PAGA allocation is 14% of the reasonable PAGA claim value.

55. The allocation of 20% for wages requiring employer tax withholding and 80% for penalties and interest more than covered the amounts attributable to the rounding wages in the *Kullar* analysis.

56. Plaintiff and his Counsel gave serious consideration to all facts and arguments and concluded the Settlement is fair and reasonable. Plaintiff’s attorneys are qualified to conduct the litigation and Plaintiff’s interests are not antagonistic to the interests of the Class. The proposed Settlement reflects an excellent recovery for the Class and is well within the “ballpark” of reasonableness and should be granted preliminary approval.

1 57. On the same date this motion is filed with the Court, they will be served upon Defendant
2 and provided to the Labor and Workforce Development Agency (“LWDA”) via the LWDA’s website,
3 using the appropriate intake form. Attached as Exhibit B is a true and correct copy of the LWDA
4 confirmation of Receipt.

5 I declare under the penalty of perjury under the laws of the State of California the foregoing is
6 true and correct and this declaration is executed August 11, 2022, in San Diego, California.

7
8 
9

Isam C. Khoury

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

VERNELL BATTLE, JR., on behalf of
himself and other similarly-situated
employees,

Plaintiff,

v.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 30-2020-01140831-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO
HON. PETER WILSON, DEPT. CX102

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

Trial Date: None
Complaint Filed: May 26, 2020

1 IT IS HEREBY STIPULATED, by and between the parties in the civil action entitled
2 *Vernell Battle, Jr. v. Safran Cabin, Inc., et al.*, and subject to the approval of the Court, that the
3 Action (as defined below) is hereby compromised and settled pursuant to the terms and
4 conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release
5 (“Agreement,” “Settlement,” or “Stipulation of Settlement”) and that the Court shall make and
6 enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and
7 subject to the definitions, recitals, and terms set forth herein which by this reference become an
8 integral part of this Stipulation of Settlement.

9 **DEFINITIONS**

10 1. “Action” shall mean and refer to, collectively, the operative Class Action
11 Complaint, as defined below.

12 2. “Amended PAGA Notice” means the October 22, 2021 letter that Class Counsel
13 sent to the California Labor Workforce Development Agency (“LWDA”) pursuant to Labor
14 Code §2699.3(a)/(c) amending the PAGA Notice, as defined below.

15 3. “Class Action Complaint” means the putative class action entitled *Vernell Battle,*
16 *Jr. v. Safran Cabin, Inc., et al.*, Orange County Superior Court Case No. 30-2020-01140831-CU-
17 OE-CXC, and specifically the operative complaint, the Second Amended Class Action
18 Complaint and Representative Action, filed on or about January 25, 2022.

19 4. “Class Counsel” means (a) Cohelan Khoury & Singer; and (b) Davtayan Law
20 Firm, Inc.

21 5. “Class Counsel Award” means the Court-approved attorneys’ fees for Class
22 Counsel’s litigation and resolution of the Action (not to exceed one-third [33.33%] of the Gross
23 Settlement Amount), and the court approved costs incurred by Class Counsel in connection with
24 this Action (in an amount anticipated not to exceed Twenty Thousand Dollars and No Cents
25 (\$20,000.00)). Any portion of the Class Counsel Award not awarded by the Court shall be
26 included in the Net Settlement Amount.

27 6. “Class Information” or “Class Lists” means information regarding Class Members
28 that Defendant shall in good faith compile from its records and shall be authorized by the Court

1 to transmit in a secured manner to the Settlement Administrator. Class Information shall be
2 transmitted in Microsoft Excel format and shall include each Class Member's: (i) full name; (ii)
3 last known address; (iii) Social Security number; and (iv) the number of weeks worked for
4 Defendant as a Class Member (using actual data where available and estimates or extrapolations
5 where the data is not readily available, as further explained and set forth in the definition of
6 "Workweeks" herein).

7 7. "Class Members" or "Settlement Class" means: All individuals employed by
8 Defendant in the State of California as hourly non-exempt employees at any time during the
9 Class Period.

10 8. "Class Period" means the period of time from May 26, 2016 through January 29,
11 2022 (*i.e.*, forty-five (45) days after the execution of the MOU by Plaintiff).

12 9. "Class Representative Service Award" means the Court-approved amount to be
13 paid to Plaintiff in an amount of up to Seven Thousand Five Hundred Dollars and No Cents
14 (\$7,500.00), in addition to Plaintiff's Individual Settlement Award, in recognition of Plaintiff's
15 efforts and risks in prosecuting the Action. Any portion of the Class Representative Service
16 Award not awarded by the Court shall be included in the Net Settlement Amount.

17 10. "Court" means the Orange County Superior Court, and specifically the Hon. Peter
18 J. Wilson, or such other judge as may sit in his stead.

19 11. "Defendant" means Defendant Safran Cabin, Inc.

20 12. "Defense Counsel" means Alaya B. Meyers, Esq. and Tracy R. Williams, Esq. of
21 Littler Mendelson P.C.

22 13. "Effective Date" means the date on which the Final Award becomes final. For
23 purposes of this Section, the Final Award "becomes final" only after the Court grants the Motion
24 for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for
25 the filing or noticing of any appeal from, or other challenge to, the Order Granting Final Approval
26 (this time period shall not be less than 60 calendar days after the Court's Order is entered); (ii) the
27 date of affirmance of an appeal of the Order Granting Final Approval becomes final under the
28 California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting

1 Final Approval or the final dismissal of any proceeding on review of any court of appeal decision
2 relating to the Order Granting Final Approval. It is the intention of the Parties that the Settlement
3 shall not become effective until the Court's Final Order approving the Settlement has become
4 completely final, and no timely recourse remains for an appellant or objector to contest the
5 Settlement.

6 14. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes,
7 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
8 Awards that is designated as wages.

9 15. "Final Approval Hearing" means the hearing to be conducted by the Court after
10 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
11 Members giving Class Members an opportunity to request exclusion from the Settlement and to
12 object to the Settlement, at which time Plaintiff shall request that the Court finally approve the
13 Settlement, enter the Final Order and Judgment, and take other appropriate action.

14 16. "Final Order and Judgment" means the order and judgment to be entered by the
15 Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding
16 upon the Parties and Participating Class Members. A proposed Final Order and Judgment shall be
17 mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's
18 Motion for Final Approval of the Settlement.

19 17. "Final Report" means the report to be prepared by the Settlement Administrator
20 (after the expiration of the 180-day period in which Participating Class Members must
21 cash/deposit their Individual Settlement Award payment checks) regarding the distribution of the
22 Gross Settlement Amount, including the total amount that was cashed/deposited by Participating
23 Class Members and the total amount of any unpaid residue or unclaimed or abandoned funds
24 pursuant to California Code of Civil Procedure section 384.

25 18. "Individual PAGA Payment" means the amount payable from the PAGA Payment
26 to each Class Member.

27 19. "Individual Settlement Award" means the amount payable from the Net
28 Settlement Amount to each Participating Class Member.

1 20. "Gross Settlement Amount" means the total amount Defendant shall have to pay
2 in connection with this Settlement, by way of a common fund, which shall be inclusive of all
3 Individual Settlement Awards to Participating Class Members, the Class Counsel Award, the
4 Class Representative Service Award, PAGA Payment, and Settlement Administration Costs.
5 Subject to Court approval and the terms of this Stipulation of Settlement, the Gross Settlement
6 Amount Defendant shall be required to pay is Five Million Four Hundred Fifty-Five Thousand
7 Dollars and No Cents (\$5,455,000.00). The Gross Settlement Amount does not, however,
8 include Defendant's share of payroll taxes for the Individual Settlement Award payments.

9 21. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
10 Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement
11 Administration Costs.

12 22. "Notice of Objection" means a Class Member's valid and timely submission of a
13 written objection to the Settlement. An objection should include: (a) the objector's full name,
14 signature, address, telephone number, and the last four digits of his/her Social Security number;
15 and (b) a factual explanation for the objection. At no time shall any of the Parties, Class Counsel,
16 or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from
17 submitting a Notice of Objection or filing an appeal from the Final Order and Judgment. Non-
18 Participating Class Members (*i.e.*, Class Members who submit valid Requests for Exclusion)
19 may not submit an Objection to the Settlement. If a Class Member submits both a Request for
20 Exclusion and an Objection, the Objection shall be ignored, and the Request for Exclusion will
21 be deemed controlling.

22 23. "PAGA Members" or "PAGA Class" means: All individuals employed by
23 Defendant in the State of California as hourly non-exempt employees at any time during the
24 PAGA Period.

25 24. "PAGA Notice" means the April 28, 2020 letter that Class Counsel sent to the
26 LWDA pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Plaintiff's administrative
27 remedies under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab.
28 Code §§2698, *et seq.*, as amended by the Amended PAGA Notice, as defined above.

1 25. “PAGA Payment” means the amount of Two Hundred and Fifty Thousand
2 Dollars and No Cents (\$250,000.00), subject to Court approval, to be paid from the Gross
3 Settlement Amount for satisfaction of Plaintiff’s and Class Members’ claims under the California
4 Private Attorneys’ General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”).
5 Pursuant to the PAGA, seventy five percent (75%) of the PAGA Payment, or One Hundred
6 Eighty-Seven Thousand Five Hundred Dollars and No Cents (\$187,500.00), will be paid to the
7 LWDA and twenty five percent (25%), or Sixty-Two Thousand Five Hundred Dollars and No
8 Cents (\$62,500.00), will be distributed as the Individual PAGA Payments to PAGA Members.

9 26. “PAGA Period” means, for PAGA Members, the period of time from April 28,
10 2019 through January 29, 2022 or (b) the date that the Court grants Preliminary Approval.

11 27. “PAGA Release” or “PAGA Released Claims” means the release by all PAGA
12 Members for all claims for PAGA that arise out of or relate to California Labor Code sections
13 201, 201.3, 202, 203, 204, 210, 256, 226, 226.3, 226.7, 246(i), 510, 512, 1174, 1194, 1197,
14 1197.1, 1198, 2699, 2800, and 2802, and the IWC Wage Orders, as pled in the PAGA Notice,
15 Amended PAGA Notice, and Class Action Complaint, during the PAGA Period. In light of the
16 binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct.*
17 (*Dairy*), 46 Cal. 4th 969 (2009), Class Members who exclude themselves from this Settlement
18 shall still receive an Individual PAGA Payment directly from the Settlement Administrator for
19 the amount of each such individual’s estimated share of the PAGA Payment as calculated by the
20 Settlement Administrator, and shall not be able to object to or exclude themselves from releasing
21 the PAGA Released Claims against Defendant (*i.e.*, Participating PAGA Members, as defined
22 below). PAGA Released Claims shall exclude all other claims, including claims for vested
23 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
24 compensation, and claims outside the PAGA Period.

25 28. “Participating Class Members” means Plaintiff and all other Class Members who
26 do not submit a valid and timely Request for Exclusion.

27 29. “Participating PAGA Members” means all Class Members who submit a valid
28 and timely Request for Exclusion but are nevertheless bound by the PAGA Release.

1 30. “Parties” means Plaintiff and Defendant.

2 31. “Plaintiff” means Plaintiff Vernell Battle, Jr.

3 32. “Preliminary Approval Order” means the order to be issued by the Court
4 approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator,
5 setting the date of the Final Approval Hearing and granting preliminary approval of the
6 Settlement set forth in this Stipulation of Settlement, among other things. A proposed
7 Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the
8 Court concurrently with Plaintiff’s Motion for Preliminary Approval of the Settlement.

9 33. “Released Claims” includes all claims under state or local law, whether statutory,
10 common law, or administrative law, whether in law or equity, which all Class Members have
11 had, now have, or may have in the future against the Released Parties for any acts occurring
12 during the Class Period that arose from the facts and claims alleged in the Class Action
13 Complaint, as well as the claims that arise out of the facts, matters and occurrences referred to in
14 the Class Action Complaint that could have been alleged as separate claims, causes of action,
15 lawsuits or other theories of relief. Released Claims include all types of relief available for the
16 theories of relief in the Action, including: (a) all claims for failure to pay minimum wages and
17 regular wages under Cal. Labor Code §§ 204, 1194, 1194.2, and 1997; (b) all claims for failure
18 to pay overtime wages under Cal. Labor Code §§ 510 and 1994; (c) all claims for failure to
19 provide timely and required meal periods under Cal. Labor Code §§ 226.7 and 512 and the
20 applicable IWC Wage Order; (d) all claims for failure to provide required rest breaks under Cal.
21 Labor Code § 226.7 and the applicable IWC Wage Order; (e) all claims for failure to provide
22 accurate itemized wage statements under Cal. Labor Code §§ 226 and 1174; (f) all claims for
23 failure to pay wages owed at termination or separation under Cal. Labor Code §§ 201, 202 and
24 203; (g) all claims for violation of the Unfair Competition Law, Cal. Business & Professions
25 Code §§ 17200, *et seq.*, including injunctive relief; (h) liquidated damages; (i) interest; (j)
26 attorneys’ fees; and (k) attorneys’ costs. Released Claims shall exclude all other claims,
27 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
28 social security, workers’ compensation, and claims outside the Class Period.

1 34. “Released Parties” means Defendant and its affiliated companies, owners, parents,
2 members, subsidiaries, related companies, and business concerns, past and present, including
3 successors and predecessors, and each of them, as well as each of their insurers, partners,
4 trustees, directors, shareholders, officers, agents, attorneys, servants, and employees, past and
5 present, and each of them.

6 35. “Request for Exclusion” means a written statement submitted by a Class Member
7 indicating a request to be excluded from the Settlement. The Request for Exclusion must be in
8 writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone
9 number, and the last four digits of the Social Security number of the Class Member requesting
10 exclusion; (iii) clearly state that the Class Member does not wish to be included in the Settlement;
11 (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address
12 and/or facsimile number; and (v) be e-mailed, faxed, or postmarked on or before the Response
13 Deadline. The date of the e-mail, fax, or postmark on the return mailing envelope will be the
14 exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class
15 Member who does not request exclusion from the Settlement will be deemed a Participating Class
16 Member and will be bound by all terms of the Settlement if the Settlement is granted final approval
17 by the Court. Any Class Member who validly requests to be excluded from the Settlement will no
18 longer be a member of the Settlement Class and will not have any right to object, appeal, or
19 comment on the Settlement, but will remain as Participating PAGA Member(s) and will receive an
20 Individual PAGA Payment for the PAGA Released Claims. No later than ten (10) calendar days
21 after the Response Deadline, the Settlement Administrator shall provide Class Counsel and
22 Defense Counsel with a complete list of all Class Members who submitted a timely and valid
23 Request for Exclusion.

24 36. “Response Deadline” means the deadline by which Class Members must e-mail,
25 fax, or mail to the Settlement Administrator a valid Request for Exclusion, objection or
26 workweek dispute. The Response Deadline will be forty-five (45) calendar days from the initial
27 mailing of the Settlement Notices by the Settlement Administrator unless the 45th day falls on a
28 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day

1 on which the U.S. Postal Service is open. The Response Deadline may also be extended by
2 express agreement between Class Counsel and Defense Counsel. Under no circumstances,
3 however, will the Administrator have the unilateral authority to extend the deadline for Class
4 Members to submit a Request for Exclusion, objection, or Workweek Dispute to the settlement.

5 37. "Settlement" means the final and complete disposition of the Action pursuant to
6 this Stipulation of Settlement.

7 38. "Settlement Administrator" or "Administrator" means Simpluris, Inc., the third-
8 party settlement administrator agreed to by the Parties, to be approved by the Court, for purposes
9 of administering this settlement. The Parties each represent that they do not have any financial
10 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
11 Administrator that could create a conflict of interest.

12 39. "Settlement Administration Costs" means the reasonable costs and fees of
13 administering the Settlement to be paid from the Gross Settlement Amount, not expected to exceed
14 Eighteen Thousand Dollars and No Cents (\$18,000.00), including, but not limited to: (i)
15 maintaining a website with information about the Settlement and relevant documents (including,
16 but not limited to, the Settlement Agreement, the operative complaints in the Action, and the
17 Court's Preliminary Approval Order); (ii) printing, mailing and re-mailing (if necessary) of
18 Settlement Notices to Class Members; (iii) translating the Settlement Notices into Spanish and
19 Vietnamese; (iv) preparing and submitting to Class Members and government entities all
20 appropriate tax filings and forms; (v) computing the amount of and distributing Individual
21 Settlement Awards, the Class Representative Service Award, and the Class Counsel Award; (vi)
22 processing and validating Requests for Exclusion; (vii) establishing a Qualified Settlement Fund,
23 as defined by the Internal Revenue Code; (viii) calculating and remitting to the appropriate
24 government agencies all employer and employee payroll tax obligations arising from the
25 Settlement and preparing and submitting filings required by law in connection with the payments
26 required by the Settlement; and (ix) transmitting uncashed Individual Settlement Award payments
27 to the State Controller's Office, Unclaimed Property Division in the name of all Class Members
28 who did not cash their check to be held on behalf of the Class Member.

1 40. “Settlement Notice” means the Notice of Class Action Settlement, substantially in
2 the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
3 Administrator shall mail to each Class Member containing: (i) information regarding the nature of
4 the Action; (ii) a summary of the Settlement’s principal terms; (iii) the Class definitions; (iv) the
5 total number of Workweeks the respective Class Member worked for Defendant (according to
6 Defendant’s best available records, and as further set forth in the definition of “Workweeks”
7 herein); (v) the Class Member’s estimated Individual Settlement Award and the formula for
8 calculating Individual Settlement Awards; (vi) the dates which comprise the Class Period and
9 PAGA Period; (vii) instructions on how to submit disputes regarding Workweeks, Requests for
10 Exclusion, and/or Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be
11 released pursuant to the Settlement of the Action.

12 41. “Workweeks” means the number of Workweeks worked by each Class Member
13 for Defendant as a non-exempt hourly employee during the Class Period or PAGA Period,
14 respectively. For purposes of payment, a week of employment shall be defined as any regular
15 workweek in which the Class Member and/or PAGA Member worked on at least one calendar
16 day. All Class Members will be entitled to payment for at least one Workweek. To the extent
17 Defendant does not have information about weeks worked readily available due to gaps in its
18 electronic or paper time records, Defendant shall use its best available information, including
19 extrapolations and/or estimates where necessary, to compute Workweeks, and provide that
20 information to the Settlement Administrator.

21 42. “Workweek Dispute” means a written statement that a Class Member disputes
22 the number of Workweeks, as defined herein, listed on his/her Settlement Notice. Any such
23 Workweek Dispute must be e-mailed, faxed, or mailed to the Settlement Administrator by the
24 Response Deadline. The date of the e-mail, fax, or postmark on the mailing envelope will be the
25 exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid
26 Workweek Dispute must be in writing and should contain: (i) the Class Member’s full name,
27 signature, address, telephone number, and the last four digits of his/her Social Security number; (ii)
28 the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting

1 his/her contention. The dates of employment identified for each Class Member in the applicable
2 Class Lists and the number of Workweeks for each Class Member as defined herein will be
3 presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
4 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the
5 Settlement Administrator, with consultation with Defense Counsel and/or Class Counsel as
6 appropriate.

7 43. "Workweek Value" means the value of each compensable Workweek, as
8 determined by the formula set forth herein.

9 44. "Workweek Verification" means that, for mediation purposes, Defendant
10 calculated that the number of Workweeks through July 15, 2021, using actual data where
11 available and estimates or extrapolations where not available, was 329,353. If the number of
12 Workweeks as of the close of the Class Period exceeds 329,353 by more than ten percent (10%),
13 then the Gross Settlement Amount will increase by one percent (1%) for every one percent (1%)
14 increase in Workweeks over the ten percent (10%) threshold.

15 RECITALS

16 45. Procedural History.

17 a. On April 28, 2020, Plaintiff submitted the PAGA Notice to the LWDA for
18 the purpose of complying with California Labor Code § 2699.3's notice requirement.

19 b. On May 26, 2020, Plaintiff filed his initial Class Action Complaint,
20 asserting claims for: (1) failure to pay minimum and/or regular wages for all hours worked (Cal.
21 Labor Code §§ 1194, 1194.2, 1197.2); (2) failure to pay overtime wages (Cal. Labor Code §§
22 510, 1194); (3) failure to provide compliant meal periods (Cal. Labor Code §§ 226.7, 512, and
23 IWC Wage Orders); (4) failure to provide accurate itemized wage statements (Cal. Labor Code §
24 226); (5) failure to timely pay all wages owed at termination or separation from employment
25 (Cal. Labor Code § 203); and (6) unfair competition and restitution for unpaid wages (Cal.
26 Business & Professions Code §§17200 *et seq.*).

27 c. On July 8, 2020, Plaintiff filed his First Amended Class Action Complaint
28 and Representative Action, asserting claims for: (1) failure to pay minimum and/or regular wages

1 for all hours worked (Cal. Labor Code §§ 1194, 1194.2, 1197.2); (2) failure to pay overtime
2 wages (Cal. Labor Code §§ 510, 1194); (3) failure to provide compliant meal periods (Cal. Labor
3 Code §§ 226.7, 512, and IWC Wage Orders); (4) failure to provide accurate itemized wage
4 statements (Cal. Labor Code § 226); (5) failure to timely pay all wages owed at termination or
5 separation from employment (Cal. Labor Code § 203); (6) unfair competition and restitution for
6 unpaid wages (Cal. Business & Professions Code §§ 17200 *et seq.*); (7) PAGA civil penalties for
7 failure to pay all minimum, regular and overtime wages for all hours worked (Cal. Labor Code
8 §§ 510, 1194, 1197, 1197.1, 1198, and IWC Wage Orders); (8) PAGA civil penalties for failure
9 to provide timely and compliant meal periods (Cal. Labor Code §§ 226.7 and 512 and IWC
10 Wage Orders); (9) PAGA civil penalties for failure to provide accurate itemized wage statements
11 (Cal. Labor Code §§ 246(i), 226(a), 226.3, 1198, and 2699, and IWC Wage Orders); and (10)
12 PAGA civil penalties for failure to timely pay wages during and upon termination of
13 employment (Cal. Labor Code §§ 201, 201.3, 202, 203, 204, 256, 1198, and 2699, and IWC
14 Wage Orders).

15 d. On September 7, 2021, the Parties participated in a full-day mediation
16 with mediator Mark S. Rudy, Esq. Mr. Rudy issued a mediator's proposal on September 7,
17 2021, which the Parties conditionally accepted on September 29, 2021. The Parties
18 memorialized the terms of their agreement in a Memorandum of Understanding ("MOU")
19 executed on December 15, 2021, and those terms are now confirmed in this long-form
20 Settlement Agreement that supersedes and replaces the MOU.

21 e. On October 22, 2021, pursuant to the terms of the Parties' agreement as
22 memorialized in the MOU, Plaintiff submitted the Amended PAGA Letter.

23 f. On January 25, 2022, pursuant to a stipulation of the Parties and pursuant
24 to the terms of the Parties' agreement as memorialized in the MOU, Plaintiff filed the operative
25 Class Action Complaint (*i.e.*, the Second Amended Class Action Complaint and Representative
26 Action), asserting claims for: (1) failure to pay minimum and/or regular wages (Cal. Labor Code
27 §§ 1194, 1194.2, 1197.2); (2) failure to pay overtime wages (Cal. Labor Code §§ 510, 1194); (3)
28 failure to provide compliant meal periods (Cal. Labor Code §§ 226.7 and 512, and IWC Wage

1 Orders); (4) failure to provide compliant rest periods (Cal. Labor Code § 226.7 and IWC Wage
2 Orders); (5) failure to provide accurate itemized wage statements (Cal. Labor Code § 226); (6)
3 failure to pay all wages owed at termination or separation from employment (Cal. Labor Code §
4 203); (7) unfair competition and restitution for unpaid wages (Cal. Business & Professions Code
5 §§ 17200 *et seq.*; (8) PAGA civil penalties for failure to pay all minimum, regular, and overtime
6 wages for all hours worked (Cal. Labor Code §§ 510, 1194, 1197, 1197.1, 1198 and IWC Wage
7 Orders); (9) PAGA civil penalties for failure to provide timely and compliant meal periods (Cal.
8 Labor Code §§ 226.7, 512, and IWC Wage Orders); (10) PAGA civil penalties for failure to
9 provide timely and compliant rest periods (Cal. Labor Code §226.7 and IWC Wage Orders); (11)
10 PAGA civil penalties for failure to reimburse business expenses (Cal. Labor Code §§ 2800,
11 2802, and IWC Wage Orders); (12) PAGA civil penalties for failure to provide accurate itemized
12 wage statements (Cal. Labor Code §§ 246(i), 226(a), 226.3, 1198, 2699, and IWC Wage Orders);
13 (13) PAGA civil penalties for failure to timely pay wages due during and upon termination of
14 employment (Cal. Labor Code §§ 201, 201.2, 202, 203, 204, 256, 1198, 2699, and IWC Wage
15 Orders); and (14) PAGA civil penalties for failure to maintain accurate records (Cal. Labor Code
16 § 1174 and IWC Wage Orders).

17 46. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
18 Counsel recognize the expense and length of continued proceedings necessary to litigate
19 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also
20 has taken into account the uncertainty and risks of the outcome of further litigation, and the
21 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
22 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
23 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
24 damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class Counsel
25 also have taken into account Defendant's agreement to enter into a settlement that confers
26 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
27 Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair,
28 adequate, and reasonable and is in the best interests of all Class Members.

1 47. Defendant's Reasons for Settlement. Defendant has concluded that further defense
2 of the Action would be protracted and expensive. Substantial amounts of Defendant's time, energy,
3 and resources have been, and unless this Settlement is completed, shall continue to be, devoted to
4 the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of
5 further litigation in reaching its decision to enter into this Settlement. Defendant contends it is not
6 liable for any of the claims alleged by Plaintiff in the Action and denies any liability whatsoever.
7 Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth in this
8 Stipulation of Settlement and to put fully and finally to rest the claims alleged in this Action.
9 Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and
10 do not give rise to any liability, damages, restitution, penalties, or other payments. This Stipulation
11 of Settlement is a compromise of disputed claims. Nothing contained in this Stipulation of
12 Settlement, no documents referred to herein, and no action taken to carry out this Stipulation of
13 Settlement, shall be construed or used as an admission by or against Defendant as to the merits or
14 lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all
15 applicable state, federal and local laws. In the event this Settlement does not obtain final approval,
16 Defendant retains all rights to defend itself in this matter and to take any actions in defense of itself
17 that are available to it.

18 **CLASS CERTIFICATION**

19 48. Solely for purposes of settling the Action, and not for purposes of class
20 certification should the Settlement not be approved or for any other reason, the Parties stipulate
21 and agree that the requisites for establishing class certification with respect to the Settlement
22 Class have been met and are met. More specifically, for purposes of settlement only, the Parties
23 stipulate and agree that:

- 24 a. The Settlement Class is ascertainable and so numerous as to make it
25 impracticable to join all Class Members;
- 26 b. There are common questions of law and fact;
- 27 c. Plaintiff's claims are typical of the claims of the Class Members;
- 28

1 d. Plaintiff and Class Counsel will fairly and adequately protect the
2 interests of the Class Members;

3 e. The prosecution of separate actions by individual Class Members would
4 create the risk of inconsistent or varying adjudications, which would establish incompatible
5 standards of conduct; and

6 f. Questions of law and fact common to the Class Members predominate
7 over any questions affecting any individual Class Member, and a class action is superior to
8 other available means for the fair and efficient adjudication of the controversy.

9 49. Should this Settlement not be approved or be terminated, all stipulations set forth
10 in the immediately preceding Paragraph shall be null and void and shall not be admissible for
11 any purpose whatsoever.

12 **TERMS OF SETTLEMENT**

13 NOW THEREFORE, in consideration of the mutual covenants, promises, and
14 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

15 50. Binding Settlement. This Settlement shall bind the Parties and all Participating
16 Class Members and Participating PAGA Members, subject to the terms and conditions hereof
17 and the Court's approval.

18 51. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments specified herein, and Class Members are not relying on any statement or
20 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class
21 Members, Participating PAGA Members and Class Counsel understand and agree that they shall
22 be solely and legally responsible for the payment of all applicable taxes and penalties assessed on
23 the payments specified herein.

24 52. Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no provision
25 of this Stipulation of Settlement, and no written communication or disclosure between or among
26 the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor
27 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
28 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,

1 as amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
2 independent legal and tax counsel for advice (including tax advice) in connection with this
3 Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the
4 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
5 entitled to rely upon any communication or disclosure by any attorney or advisor to any other
6 party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no
7 attorney or advisor to any other party has imposed any limitation that protects the confidentiality
8 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
9 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any
10 transaction, including any transaction contemplated by this Stipulation of Settlement.

11 53. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing
12 on Plaintiff's Motion for Preliminary Approval to take place at a time mutually agreed to by the
13 Parties so that the Parties may request provisional certification of the Settlement Classes for
14 settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to
15 work diligently and cooperatively to have this Settlement presented to the Court for preliminary
16 approval. The proposed Order granting Plaintiff's Motion for Preliminary Approval shall be
17 mutually agreed to by the Parties prior to Plaintiff submitting the proposed Order to the Court.
18 The Preliminary Approval Order shall provide for, among other things, the Settlement Notice to be
19 sent to Class Members as specified herein.

20 54. Release by All Participating Class Members. All Participating Class Members,
21 including Plaintiff, shall be deemed to have released their respective Released Claims against the
22 Released Parties upon the date on which the payment of the Gross Settlement Amount is made by
23 Defendant. Plaintiff and Class Members who do not Request Exclusion will be deemed to have
24 fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect
25 to all the Released Parties for any and all Released Claims that accrued during the Class Period.
26 The Settlement Classes and each Class Member who has not submitted a valid Request for
27 Exclusion fully release and discharge the Released Parties as to all Released Claims during the
28 Class Period.

1 55. PAGA Release by All PAGA Members, including Participating PAGA
2 Members. All PAGA Members, including Plaintiff and Participating PAGA Members, shall be
3 deemed to have released their respective PAGA Released Claims against the Released Parties
4 upon the date on which the payment of the Gross Settlement Amount is made by Defendant. It is
5 understood that Class Members and PAGA Members will not have the opportunity to opt out of, or
6 object to, the PAGA Release. Further, the Class Members and PAGA Members are bounded by
7 the PAGA Release regardless of whether they cash and/or otherwise negotiate their Individual
8 PAGA Payment.

9 56. Settlement Administration.

10 a. Within fourteen (14) calendar days of entry of the Preliminary Approval
11 Order, Defendant shall provide the Settlement Administrator with the Class List for purposes of
12 mailing the Settlement Notices to Class Members. The Settlement Administrator shall not be
13 permitted to share any Class Information included in the Class List with Plaintiff or Class
14 Counsel absent express approval by Defense Counsel.

15 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
16 Settlement Administrator shall perform a search based on the National Change of Address Database
17 maintained by the United States Postal Service to update and correct any known or identifiable
18 address changes. Within fifteen (15) calendar days after receiving the Class List from Defendant as
19 provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class
20 Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
21 judgment to determine the current mailing address for each Class Member. The address identified by
22 the Settlement Administrator as the current mailing address shall be presumed to be the most current
23 mailing address for each Class Member. The Parties agree that this procedure for notice provides
24 the best notice practicable to Class Members and fully complies with due process.

25 ii. Undeliverable Settlement Notices. Any Settlement Notice returned
26 to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be
27 re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the
28 returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided,

1 the Settlement Administrator shall attempt to determine a correct address by the use of skip-
2 tracing, or other type of automated search, using the name, address and/or Social Security number
3 of the Class Member involved, and shall then perform a re-mailing to the Class Member whose
4 Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt of the
5 returned Settlement Notice by the Settlement Administrator, assuming another mailing address is
6 identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement
7 Notice shall have their Response Deadline extended by ten (10) calendar days from the date the
8 Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice
9 to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
10 Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless
11 remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and
12 Judgment.

13 iii. Determination of Individual Settlement Awards and Individual
14 PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the
15 amounts of, each Individual Settlement Award and Individual PAGA Payment under the terms of
16 this Stipulation of Settlement, based on the Workweek information as provided by Defendant and
17 defined above. The Settlement Administrator's determination of the eligibility for and amount of
18 each Individual Settlement Award and Individual PAGA Payment shall be binding upon the Class
19 Members and the Parties. The Settlement Administrator may consult with Counsel for the Parties
20 in reaching this determination. The Settlement Administrator will give written notice to the Class
21 Member and/or PAGA Member and counsel for the Parties of its determination of each dispute.

22 iv. Disputes Regarding Administration of Settlement. Any dispute not
23 resolved by the Settlement Administrator concerning the administration of the Settlement, in
24 consultation with Class Counsel and Defense Counsel, shall be resolved by the Court.

25 b. Monitoring and Reviewing Settlement Administration. The Parties have
26 the right to monitor and review the administration of the Settlement to verify that the monies
27 allocated under the Settlement are distributed in the correct amount, as provided for in this
28 Stipulation of Settlement.

1 c. Certification Reports Regarding Individual Settlement Award Calculations.

2 The Settlement Administrator will provide Defense counsel and Class Counsel a weekly report
3 which certifies: (i) the number of Class Members who have submitted valid Requests for Exclusion
4 or objections; and (ii) whether any Class Member has submitted a challenge to any information
5 contained in their Settlement Notice, including but not limited to the number of Class Members
6 from the Settlement Classes who have submitted a dispute of Workweeks. Additionally, the
7 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
8 administration of the Settlement Agreement as needed or requested.

9 d. Best Efforts. The Parties agree to use their best efforts to carry out the
10 terms of this Settlement.

11 57. Funding and Allocation of Gross Settlement Amount. The Gross Settlement
12 Amount shall be paid by Defendant in one lump sum payment within thirty (30) calendar days after
13 the Effective Date. Defendant shall provide the Gross Settlement Amount to the Settlement
14 Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this
15 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or fails
16 to become effective for any reason, or if the Effective Date does not occur, then no portion of the
17 Gross Settlement Amount shall be paid.

18 a. Payments to the Class Members. Class Members shall not be required to
19 submit a claim to receive a share of the Net Settlement Amount, and no portion of the Gross
20 Settlement Amount shall revert to Defendant or result in an unpaid residue. The Settlement
21 Administrator shall first compute the Net Settlement Amount by deducting from the Gross
22 Settlement Amount approved by the Court for the Class Counsel Award, Class Representative
23 Service Award, PAGA Payment, and Settlement Administration Costs. To the extent the Court
24 does not approve the full requested attorneys' fees, litigation costs, enhancement payments or
25 settlement administration costs, the Net Settlement Amount will increase accordingly, by the
26 difference between the requested amount and the amount awarded by the Court.

27 i. Individual Settlement Award: From the Net Settlement Amount,
28 the Settlement Administrator will calculate each Individual Settlement Award by dividing the

1 Net Settlement Amount by the total number of Workweeks resulting in the Workweek Value and
2 then multiplying the Workweek Value by the number of Workweeks worked by each Class
3 Member, as defined above. All Class Members will be entitled to payment for at least one
4 Workweek. As necessary, and to the extent not already provided by Defendant, the Settlement
5 Administrator will calculate the number of Workweeks worked by the Class Members in each
6 Subclass during the Class Periods. The Settlement Administrator will also calculate the amount
7 to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. All
8 Workweek Disputes will be resolved and decided by the Settlement Administrator, in
9 consultation with Class Counsel and/or Defense Counsel, as appropriate, and the Settlement
10 Administrator's decision on all Workweek Disputes will be final and non-appealable.

11 ii. Individual PAGA Payment: The Settlement Administrator will
12 calculate each PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA
13 Payment to be distributed to Class Members by the total number of Workweeks for all PAGA
14 Members; and then multiplying the PAGA Workweek Value by the number of Workweeks
15 worked by each Class Member. All PAGA Members will be entitled to payment for at least one
16 Workweek.

17 iii. Each Participating Class Member, PAGA Member, and PAGA
18 Participating Member's Individual Settlement Award and Individual PAGA Payment shall be
19 calculated solely by the Settlement Administrator using Defendant's Workweek data.
20 Defendant's Workweek data will be presumed to be correct unless a particular Class Member
21 proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes
22 will be resolved and decided by the Settlement Administrator, in consultation with Class Counsel
23 and/or Defense Counsel, as appropriate. Any disputes that cannot be resolved will be decided by
24 the Court.

25 iv. Individual Settlement Award and Individual PAGA Payments shall
26 be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Participating
27 Class Member, PAGA Member, and PAGA Participating Member's last known mailing address
28 within ten (10) calendar days after Defendant provides the Settlement Administrator with the

1 Gross Settlement Amount. Prior to mailing the Individual Settlement Awards and the Individual
2 PAGA Payments, the Settlement Administrator shall perform a search based on the National
3 Change of Address Database maintained by the United States Postal Service to update and
4 correct any known or identifiable address changes.

5 v. Should any of the following occur, the Settlement Administrator
6 will proportionately increase the estimated Individual Settlement Award of each Participating
7 Class Member to ensure that the entire Net Settlement Amount is distributed to Participating
8 Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests
9 for Exclusion following the provision of Settlement Notices and expiration of the Response
10 Deadline; (ii) the Court approves the Class Representative Service Award in amounts less than
11 those requested by Plaintiff, as detailed herein; (iii) the Court approves a Class Counsel Award in
12 an amount less than that requested by Plaintiff, as detailed herein; and/or (iv) the Court approves
13 Settlement Administration Costs in an amount less than that requested by Plaintiff, as detailed
14 herein.

15 vi. Individual Settlement Award payments and Individual PAGA
16 Payments shall be made by check and shall be made payable to each Participating Class Member
17 as set forth in this Stipulation of Settlement.

18 vii. Individual Settlement Awards shall be allocated as follows: twenty
19 percent (20%) as alleged unpaid wages subject to all applicable tax withholdings; forty percent
20 (40%) as alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties. The
21 Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for
22 the portion of each Individual Settlement Award payment allocated as alleged unpaid wages and
23 subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form
24 1099 to each Participating Class Member, PAGA Member, and PAGA Participating Member for
25 the portion of each Individual Settlement Award and for the Individual PAGA Payment allocated
26 as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings.
27 The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll
28 Taxes and shall remit and report the applicable portions of the payroll tax payment to the

1 appropriate taxing authorities in a timely manner. Defendant will be responsible for paying its
2 share of the Payroll Taxes and this amount will not be deducted from the Gross or Net
3 Settlement Amount.

4 viii. After the expiration of the 180-day period, the Settlement
5 Administrator will prepare the Final Report regarding the distribution of the Gross Settlement
6 Amount, including the total amount that was cashed/deposited by Participating Class Members
7 and the total amount of any uncashed settlement checks pursuant to California Code of Civil
8 Procedure section 384. After the Final Report is filed, the total amount of any uncashed
9 settlement checks will be transmitted by the Settlement Administrator to the State Controller's
10 Office, Unclaimed Property Division.

11 ix. In the event a Participating Class Member, PAGA Member, or
12 PAGA Participating Member fails to cash/deposit his or her Individual Settlement Award check
13 and/or Individual PAGA Payment check, the Participating Class Member, PAGA Member, or
14 PAGA Participating Member shall nevertheless remain bound by the Settlement.

15 x. All monies received by Class Members under the Settlement which
16 are attributable to wages shall constitute income to such Class Members solely in the year in which
17 such monies are received by the Class Members. It is expressly understood and agreed that the
18 receipt of Individual Settlement Awards shall not entitle any Class Member to additional
19 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
20 other compensation or benefit plan or agreement in place during the periods covered by the
21 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
22 other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement
23 Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole
24 payments to be made by Defendant to Class Members in connection with this Settlement, except for
25 Plaintiff, and that the Class Members are not entitled to any new or additional compensation or
26 benefits as a result of having received the Individual Settlement Awards and/or and Individual
27 PAGA Payments. Furthermore, the receipt of Individual Settlement Awards and Individual PAGA
28

1 Payments by Class Members shall not, and does not, by itself establish any general, special, or joint
2 employment relationship between and among the Class Member(s) and Defendant.

3 b. Class Representative Service Award. For the purposes of this Settlement
4 only, the Parties agree to the designation of Plaintiff as the class representative. In recognition of
5 his time and effort in bringing and presenting the Action and for releasing his Released Claims,
6 Plaintiff shall request a Class Representative Service Award not to exceed Seven Thousand Five
7 Hundred Dollars and No Cents (\$7,500.00). Plaintiff's request for such Class Representative
8 Service Award shall be subject to approval from the Court. Defendant agrees not to oppose or
9 object to Plaintiff's request for a Class Representative Service Award in an amount not to exceed
10 this amount. The Class Representative Service Award will be in addition to Plaintiff's
11 Individual Settlement Payment paid pursuant to the Settlement. The Settlement Administrator
12 shall issue an IRS Form 1099 to Plaintiff for his Class Representative Service Award. Plaintiff
13 shall be solely and legally responsible to pay any and all applicable taxes on his Class
14 Representative Service Award. Any amount requested by Plaintiff for the Class Representative
15 Service Award and not awarded by the Court shall become part of the Net Settlement Amount
16 and shall be distributed to Participating Class Members as part of their Individual Settlement
17 Awards.

18 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys'
19 fees in an amount not to exceed one-third (33.33%) of the Gross Settlement Amount, which
20 amounts to One Million Eight Hundred and Eighteen Thousand Three Hundred Thirty-Three
21 Dollars and Thirty-Three Cents (\$1,818,333.33). In addition, Class Counsel shall also be entitled to
22 request an award of costs associated with Class Counsel's prosecution of the Action not expected
23 to exceed Twenty Thousand Dollars and No Cents (\$20,000.00). Class Counsel's request for such
24 attorneys' fees and costs shall be subject to approval from the Court. Defendant agrees not to
25 oppose or object to Class Counsel's request for attorneys' fees or to Counsel's request for
26 attorneys' costs. In the event the Court awards Class Counsel less than the amount requested in
27 attorneys' fees and/or costs, the difference shall become part of the Net Settlement Amount and
28 shall be distributed to Participating Class Members as part of their Individual Settlement Awards.

1 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class
2 Counsel Award. Class Counsel shall provide the Settlement Administrator with properly
3 completed and signed copies of IRS Form W-9 for the Settlement Administrator to process the
4 Class Counsel Award approved by the Court. The Settlement Administrator shall issue an IRS
5 Form 1099 to Class Counsel for the Class Counsel Award.

6 58. Non-Monetary Relief. As part of the Settlement of the Action, and as additional,
7 non-monetary consideration therefor, Defendant agrees to undertake, and already has
8 undertaken, with the assistance and direction of its counsel, an audit of its wage and hour
9 practices and policies, and to make any appropriate revisions of those practices and policies.

10 59. Settlement Administration Costs. The Settlement Administration fees and
11 expenses, which are estimated not to exceed Eighteen Thousand Dollars and No Cents
12 (\$18,000.00), shall be paid from the Gross Settlement Amount. Prior to Plaintiff filing a Motion
13 for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties with
14 a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate
15 in the Settlement Administration process and to make all reasonable efforts to control and
16 minimize Settlement Administration Costs.

17 i. The Parties each represent they do not have any financial interest
18 in the Settlement Administrator or otherwise have a relationship with the Settlement
19 Administrator that could create a conflict of interest.

20 ii. The Settlement Administrator shall keep the Parties timely
21 apprised of the performance of all Settlement Administrator responsibilities required by the
22 Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement
23 Fund ("QSF") pursuant to IRS rules and regulations in which the Gross Settlement Amount shall
24 be placed and from which payments required by the Settlement shall be made.

25 60. Payroll Taxes. In accordance with this Settlement and to the fullest extent
26 possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of
27 Defendant's liability with respect to the Class Members and PAGA Members, except that the
28 Defendant shall solely be responsible for the employer portion of the payroll taxes on the

1 portion of the Individual Settlement Awards that constitutes wages and these taxes shall be paid
2 by the Defendant in addition to the Gross Settlement Amount. Upon the transfer of the Gross
3 Settlement Amount and the employer portion of payroll taxes on the portion of the Individual
4 Settlement Awards that constitutes wages, Defendant shall have no further payment or defense
5 obligation whatsoever with respect to any claims covered by this Settlement made or asserted
6 by any person or entity anywhere in the world in connection with the Class Members.

7 61. Final Settlement Approval Hearing and Entry of Final Order and Judgment.
8 Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by
9 the Court for the Court to determine whether to grant final approval of the Settlement, including
10 determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class
11 Representative Service Award. Prior to the Final Approval Hearing, the Settlement Administrator
12 shall provide a written report or declaration to the Parties describing the process and results of the
13 administration of the Settlement to date, which report, or declaration shall be filed by Plaintiff with
14 the Court prior to the Final Approval Hearing. The Parties agree to work diligently and
15 cooperatively to have this Settlement presented to the Court for final approval.

16 62. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
17 this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval
18 and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
19 execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an
20 order scheduling a fairness hearing on the question of whether the proposed settlement, including
21 payment of attorneys' fees and costs, the Class Representative's Service Award payment, and the
22 PAGA Payment, should be finally approved as fair, reasonable, and adequate as to the members of
23 the Settlement Classes. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also
24 apply to the Court for the entry of an Order as follows:

- 25 a. Certifying the Settlement Classes for settlement purposes only;
26 b. Approving, as to form and content, the proposed Settlement Notice;
27 c. Approving the manner and method for Class Members to object or
28 request exclusion from the Settlement, as contained herein and within the Settlement Notice;

1 d. Directing the mailing of the Settlement Notices to Class Members, by first
2 class mail;

3 e. Preliminarily approving the Settlement subject only to the objections of
4 Class Members and final review by the Court; and

5 f. Setting a Final Approval Hearing.

6 63. Duties of the Parties Following Final Approval. Following final approval by the
7 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
8 proposed Final Order of Approval and Judgment:

9 a. Approving the Settlement, adjudging the terms thereof to be fair,
10 reasonable and adequate, and directing consummation of its terms and provisions;

11 b. Approving Class Counsel's application for an award of attorneys' fees
12 and costs;

13 c. Approving the Class Representative Service Award payment to Plaintiff;

14 d. Setting a date when the Parties shall submit the Final Report regarding the
15 distribution of the Gross Settlement Amount pursuant to California Code of Civil Procedure section
16 384, and, if necessary a date for a final accounting hearing following its receipt of the Final
17 Report;

18 e. Entering judgment in this Action barring and enjoining all members of the
19 Settlement Classes from prosecuting against any of the Released Parties, any individual or class, or
20 representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all
21 payments and obligations hereunder.

22 64. Revocation of Settlement by Defendant. If more than two percent (2%) of Class
23 Members opt-out of the Settlement, then Defendant shall have the sole and absolute discretion to
24 rescind/void the Settlement Agreement within twenty (20) days after receiving from the
25 Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good
26 faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event
27 that Defendant elects to rescind/void the Settlement Agreement, it shall provide written notice of
28 such rescission to Class Counsel. Such rescission shall have the same effect as a termination of

1 this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
2 Agreement shall become null and void and have no further force or effect, and the Settlement
3 Classes certified pursuant to this Settlement Agreement will be decertified for all purposes. If
4 Defendant chooses to terminate this Settlement Agreement under this provision, it shall be
5 responsible to pay the Settlement Administrator's fees and costs incurred to that point.

6 65. Nullification of Settlement. In the event: (i) the Court does not enter the
7 Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement;
8 (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not
9 become final for any other reason, this Stipulation of Settlement shall be rendered null and void,
10 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as
11 void from the beginning and this Stipulation of Settlement and any documents related to it shall
12 not be used by any Class Member or Class Counsel to support any claim or request for class
13 certification in the Action, and shall not be used in any other civil, criminal or administrative
14 action against Defendant or any of the other Released Parties. Additionally, should the
15 Settlement not become final for any reason, the Parties will request that the Court reopen
16 proceedings within thirty (30) calendar days, and any Settlement Administration Costs already
17 incurred by the Settlement Administrator shall be split evenly between the Parties. If Defendant
18 elects to revoke the Settlement, as specified in Paragraph 64, the Parties and any monies required
19 to be paid under this Settlement shall be returned to their respective statuses as of the date and
20 time immediately prior to the execution of this Stipulation of Settlement, and the Parties shall
21 proceed in all respects as if this Stipulation of Settlement had not been executed, except that any
22 Settlement Administration Costs already incurred by the Settlement Administrator shall be paid
23 to the Settlement Administrator by Defendant. In the event an appeal is filed from the Court's
24 Final Order and Judgment, or any other appellate review is sought, administration of the
25 Settlement shall be stayed pending final resolution of the appeal or other appellate review and
26 the stay shall only be lifted if the result of the appeal or other proceeding is that the terms of this
27 settlement agreement are upheld.

1 66. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this
2 Settlement Agreement, he will be bound by the terms herein. Plaintiff further agrees that, upon
3 signing this Settlement Agreement, he will not request to be excluded from this Settlement and
4 that any such request for exclusion by Plaintiff will be void and of no force or effect.

5 67. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
6 class certification for purposes of this Settlement only; and either party may appeal any court
7 order that materially alters the Settlement Agreement's terms. Nothing in this Settlement
8 Agreement shall preclude Plaintiff from appealing from a court order denying or failing to grant
9 in full their requests for attorneys' fees, costs, or service award.

10 68. No Admission by Defendant. Defendant denies all claims alleged in this Action
11 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor
12 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
13 admission, and none shall be used against Defendant as an admission or indication with respect to
14 any claim of any fault, concession, or omission by Defendant or that class certification is proper
15 under the standard applied to contested certification motions. The Parties stipulate and agree to the
16 certification of the proposed classes for settlement purposes only. The Parties further agree that
17 this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence
18 that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class
19 Member, other than according to the terms of this Stipulation of Settlement.

20 69. Waiver. No waiver of any condition or covenant contained in this Settlement
21 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
22 to imply or constitute a further waiver by such party of the same or any other condition,
23 covenant, right or remedy.

24 70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
25 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
26 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.
27 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
28 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement

1 administration matters, and (iii) such post-Judgment matters as may be appropriate under court
2 rules or as set forth in this Agreement

3 71. Exhibits and Headings. The terms of this Stipulation of Settlement include the
4 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
5 set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the
6 Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of
7 Settlement are inserted for convenience of reference only.

8 72. Amendment or Modification. This Stipulation of Settlement may be amended or
9 modified only by a written instrument signed by counsel for all Parties or their successors-in-
10 interest.

11 73. Entire Agreement. This Stipulation of Settlement and any attached Exhibits
12 constitute the entire agreement between the Parties, and no oral or written representations,
13 warranties, or inducements have been made to Plaintiff or Defendant concerning this Stipulation
14 of Settlement or its Exhibits other than the representations, warranties, and covenants contained
15 and memorialized in this Stipulation of Settlement and its Exhibits. The Parties expressly
16 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
17 1856(a), which provide a written agreement be construed based on its terms and not varied or
18 contradicted by extrinsic evidence. No other prior or contemporaneous written or oral
19 agreements may be deemed binding on the Parties.

20 74. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
21 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to
23 be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to
24 execute any other documents required to effectuate the terms of this Stipulation of Settlement. The
25 Parties, Class Counsel and Defense Counsel shall cooperate with each other and use their best
26 efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach
27 agreement on the form or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the

1 Parties may seek the assistance of the Court to resolve such disagreement. The person signing this
2 Stipulation of Settlement on behalf of the Defendant represents and warrants that he is authorized
3 to sign this Stipulation of Settlement on behalf of Defendant. Plaintiff represent and warrants that
4 he is authorized to sign this Stipulation of Settlement and that he has not assigned any claim, or
5 part of a claim, covered by this Settlement of Settlement to a third party. The Parties have
6 cooperated in the drafting and preparation of this Stipulation of Settlement. Hence, in any
7 construction made of this Stipulation of Settlement, the same shall not be construed against any of
8 the Parties.

9 75. Confidentiality. The Parties and their counsel agree that they will not issue any
10 press releases, initiate any contact with the press, respond to any press inquiry, or have any
11 communication with the press about the fact, amount, or terms of the Settlement prior to the
12 mailing of the Notice Packet. In addition, the Parties and their counsel agree that they will not
13 engage in any advertising or distribute any marketing materials relating to the Settlement,
14 including but not limited to any postings on any websites maintained by Class Counsel. Nothing
15 set forth herein, however, shall prohibit the Parties from providing this Stipulation of Settlement
16 to the Court in connection with the Parties' efforts to seek Court approval of this Settlement.

17 76. Binding on Successors and Assigns. This Stipulation of Settlement shall be
18 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

19 77. California Law Governs. All terms of this Stipulation of Settlement and the
20 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
21 California, without giving effect to any law that would cause the laws of any jurisdiction other
22 than the State of California to be applied.

23 78. Counterparts. This Stipulation of Settlement may be executed in one or more
24 counterparts. All executed counterparts and each of them shall be deemed to be one and the
25 same instrument.

26 79. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represents that this
27 Settlement is a fair, adequate, and reasonable settlement of the Action and he has arrived at this
28

1 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
2 present and potential.

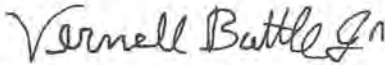
3 80. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
4 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
5 of the terms of this Stipulation of Settlement and all orders and judgments entered in connection
6 therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the
7 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
8 Stipulation of Settlement and all orders and judgments entered in connection therewith.

9 81. Invalidity of Any Provision. Before declaring any term or provision of this
10 Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the
11 terms or provisions valid to the fullest extent possible consistent with applicable precedents so as
12 to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the
13 Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of
14 Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to
15 by the Parties in writing.

16 82. Binding Nature of Notice of Class Action Settlement. It is agreed that, because
17 the Class Members are so numerous, it is impossible or impractical to have each Class Member
18 execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the
19 binding nature of the Settlement, and the release of Released Claims and shall have the same
20 force and effect as if this Stipulation of Settlement were executed by each Participating Class
21 Member.

22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
23 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the
24 one hand, and Defendant, on the other hand, as of the date(s) set forth below:

25 4/7/2022
26 Dated: _____

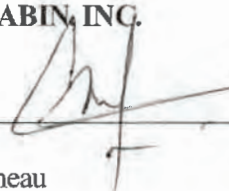


Plaintiff Vernell Battle, Jr., on behalf of himself
and other similarly-situated employees

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Dated: 6/23/22

SAFRAN CABIN, INC.



Laurent Tremereau
Chief Financial Officer

APPROVED AS TO FORM

COHELAN KHOURY & SINGER

Dated: April 8, 2022



Isam Khoury, Esq.
Attorneys for Plaintiff Vernell Battle, Jr., on behalf of
himself and other similarly-situated employees

DAVTYAN LAW FIRM, INC.

Dated: April 8, 2022



Emil Davtyan, Esq.
Attorneys for Plaintiff Vernell Battle, Jr., on behalf of
himself and other similarly-situated employees

LITTLER MENDELSON P.C.

Dated: June 28, 2022



Alaya B. Meyers, Esq.
Tracy R. Williams, Esq.
Attorneys for Defendant Safran Cabin, Inc.

4883-8981-7627.1 / 104505-1016

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Vernell Battle, Jr. v. Safran Cabin, Inc.
Superior Court of California – County of Orange
Case No. 30-2020-01140831-CU-OE-CXC

IF YOU WERE EMPLOYED BY SAFRAN CABIN, INC. AS AN HOURLY, NON-EXEMPT EMPLOYEE AT ANY TIME FROM MAY 26, 2016 THROUGH JANUARY 29, 2022

YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.¹

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.²</u>
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?.....	Page	
2.	What Is the Class Action Settlement?.....	Page	
3.	What Is the Case About?.....	Page	
4.	How Much Can I Expect to Receive?.....	Page	
5.	Why Did Safran Join in This Notice?	Page	
6.	Who Is the Plaintiff in This Class Action?	Page	
7.	Who Are the Attorneys Representing the Parties?	Page	
8.	What Are My Rights? How Will My Rights Be Affected?	Page	
9.	How Will the Attorneys for the Class Be Paid?	Page	

¹ Any capitalized terms herein that are not specifically defined have the same meaning as set forth in the parties' Joint Stipulation of Class Action and PAGA Settlement and Release that is on file with the Court.

² Regardless of whether you exclude yourself from the Settlement, if you were employed by Safran Cabin, Inc. during the PAGA Period (April 28, 2019 through January 29, 2022) then you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 ("PAGA").

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action.

The settlement class is comprised of all persons employed by Safran Cabin, Inc. as an hourly, non-exempt employee from May 26, 2016 through January 29, 2022.

This Notice tells you of your rights to participate in, and share in, the Settlement. There was a Preliminary Approval hearing on XXX XX, 2022, at a.m./p.m., in the Orange County Superior Court. Judge Peter Wilson determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Sherman also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on , 2022, at a.m./p.m. in Department CX102, of the Orange County Superior Court – Complex Division located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class and Representative Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiff Vernell Battle, Jr., who is also acting as the Class Representative (“Plaintiff”), alleges that Safran Cabin, Inc. (“Safran”) violated the California Safran by: (i) failing to pay minimum and/or regular wages for all hours worked; (ii) failing to pay overtime wages; (iii) failing to provide compliant meal periods; (iv) failing to provide compliant rest periods; (v) failing to provide accurate itemized wage statements; (vi) failing to timely pay all wages owed at the time of termination or separation from employment; and (7) engaging in unlawful business practices. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) for: (i) failure to pay all minimum, regular, and overtime wages for all hours worked; (ii) failure to provide timely and compliant meal periods; (iii) failure to provide timely and compliant rest periods; (iv) failure to reimburse business expenses; (v) failure to provide accurate itemized wage statements; (vi) failure to timely pay wages due during and upon termination of employment; and (vii) failure to maintain accurate records.

Safran denies the allegations raised in the lawsuit. Safran believes that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Settlement Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Safran has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Safran does not admit, concede, or imply that it has done anything wrong or unlawful – and, in fact, Safran expressly denies that it has engaged in any wrongdoing.

4. How Much Can I Expect to Receive?

Safran will pay a total sum of \$5,455,000.00 (the "Gross Settlement Amount"), which includes all settlement payments to Class Members, attorneys' fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative's Payment.

Each Participating Class Member, as defined in the Settlement Agreement, will receive approximately \$ [REDACTED] for each Workweek worked in the Class Period. A Workweek is defined in the Settlement as any regular workweek in which you worked on at least one calendar day. To the extent Safran does not have information about weeks worked readily available due to gaps in its electronic or paper time records, Safran shall use its best available information, including extrapolations and estimates where necessary, to compute the Workweeks.

Class Members: Safran's records indicate that you worked approximately [REDACTED] Workweeks as a Class Member during the Class Period. Based on these records, your estimated payment as a Participating Class Member would be \$ [REDACTED].

PAGA Members: Safran's records indicate that you worked approximately [REDACTED] Workweeks as a PAGA Member during the PAGA Period. Based on these records, your estimated payment as a Participating PAGA Member would be \$ [REDACTED].

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. Why Did Safran Join in This Notice?

Safran does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Safran is settling the lawsuit as a compromise. Safran reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. Who Is the Plaintiff in This Class Action?

Vernell Battle, Jr. is the Plaintiff and Class Representative in this Class Action lawsuit. He is acting on behalf of himself and on behalf of other members of the class.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Michael D. Singer
J. Jason Hill
COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101
Tel. : (619) 595-3001

Emil Davtyan
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
Tel.: (818) 875-2008

Defense Counsel

Alaya B. Meyers, Esq.
Tracy R. Williams
LITTLER MENDELSON P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
Tel.: (949) 705-3000

8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt-out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of Workweeks you worked for Safran during the Class Period (as described above). Your individual settlement payment as a Class Member will be based on that number. If you believe the Workweek information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the Workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed Workweeks are not correct. The workweek dispute must be e-mailed, mailed, or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than **January 1, 2022**. You should submit to the Settlement Administrator documentation to support the number of Workweeks you believe you worked during the Class Period. If there is a dispute about the Workweeks you worked, the Settlement Administrator will review the records, in consultation with counsel, to resolve the dispute.

If you are a current employee of Safran, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment, and Safran will not retaliate against you in any way for choosing to participate in the Settlement.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be e-mailed, mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or transmitted no later than [REDACTED], 2022. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting-Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to Opt-Out to the Settlement Administrator via e-mail, mail or fax to the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be e-mailed, faxed or postmarked no later than [REDACTED], 2022. Late Opt-Outs will not be considered.

If you timely submit a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Safran. Individuals otherwise meeting the definition of Class Members who exclude themselves from the classes pursuant and were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon the final approval of the settlement by the Court, all Class Members (other than those who submit a valid opt-out/request for exclusion), will release all claims against Safran within the definition of "Released Claims," as set forth in the parties' Settlement Agreement. "Released Claims" includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, which all Class Members have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that arose from the facts and claims alleged in the Class Action Complaint, as well as the claims that arise out of the facts, matters and occurrences referred to in the Class Action Complaint that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief. Released Claims include all types of relief available for the theories of relief in the Action, including: (a) all claims for failure to pay minimum wages and regular wages under Cal. Labor Code §§ 204, 1194, 1194.2, and 1997; (b) all claims for failure to pay

overtime wages under Cal. Labor Code §§ 510 and 1994; (c) all claims for failure to provide timely and required meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (d) all claims for failure to provide required rest breaks under Cal. Labor Code § 226.7 and the applicable IWC Wage Order; (e) all claims for failure to provide accurate itemized wage statements under Cal. Labor Code §§ 226 and 1174; (f) all claims for failure to pay wages owed at termination or separation under Cal. Labor Code §§ 201, 202 and 203; (g) all claims for violation of the Unfair Competition Law, Cal. Business & Professions Code §§ 17200, *et seq.*, including injunctive relief; (h) liquidated damages; (i) interest; (j) attorneys' fees; and (k) attorneys' costs. Released Claims shall exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the Class Period.

Regardless of whether you exclude yourself from the Settlement, you will be releasing all PAGA Released Claims, as defined in the parties' Settlement Agreement. These include all claims for PAGA that arise out of or relate to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 256, 226, 226.3, 226.7, 246(i), 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, and the IWC Wage Orders, as pled in the PAGA Notice, Amended PAGA Notice, and Class Action Complaint, during the PAGA Period. PAGA Released Claims shall exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the PAGA Period.

9. *How Will the Attorneys for the Class Be Paid?*

The attorneys for Plaintiff, as the Class Representative, and the Class Members will be paid from the Gross Settlement Amount. The attorneys are seeking fees in the amount of 1/3 of the Gross Settlement Amount, or \$1,818,333.33, as well as reimbursement of their costs, in an amount up to \$20,000. Plaintiff is also seeking a Class Representative Service Award of \$7,500.00 to Plaintiff from the Settlement for her service as a Class Representative. Likewise, the Parties agreed that \$250,000.00 will be allocated to settle the PAGA claim, with \$187,500.00 to be paid to the LWDA, and the remaining \$62,500.00 to be distributed to the Participating PAGA Members based upon their proportionate Workweeks during the PAGA Period. The Settlement Administrator estimates that the cost of administration will not exceed \$18,000.00. All of these amounts are to be deducted from the Gross Settlement Amount, with the remainder available for distributions to Participating Class Members and Participating PAGA Members.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel; call the Settlement Administrator at the telephone number listed below, toll free; or visit the Settlement Administrator's website, [insert website information], which will include key legal documents including the Settlement Agreement and the Court's order granting Preliminary Approval of the Settlement.

Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[WEBSITE]

PLEASE DO NOT CONTACT OR TELEPHONE THE COURT, SAFRAN OR ITS EMPLOYEES, OR SAFRAN'S COUNSEL FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Orange County Superior Court, the Honorable Peter Wilson.

EXHIBIT B