

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Marta Manus (SBN 260132)

mmanus@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Tel: (619) 595-3001/Facsimile: (619) 595-3000

DAVTYAN LAW FIRM, INC.

Emil Davtyan (SBN 299363)

support@davtyanlaw.com

880 E. Broadway

Glendale, CA 91205

Telephone: (818) 875-2008/Facsimile: (818) 722-3974

Attorneys for Plaintiff VERNELL BATTLE, JR., on behalf of himself and others

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

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

Continued Hearing Information

Date: January 5, 2023

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 Supplemental Declaration in Support of Plaintiff's
4 Motion for Order Granting Preliminary Approval of Class Action Settlement. The following facts are
5 within my personal knowledge and if called to testify I could and would competently testify to them.

6 2. On October 12, 2022, the Court issued a Tentative Ruling on Plaintiff's Motion for Order
7 Granting Preliminary Approval of Class Action Settlement, ("Tentative Ruling"), continuing the
8 hearing to allow for supplemental filing to address the Court's concerns and to provide additional
9 information.

10 3. The Parties have addressed several of those concerns through an Addendum to Joint
11 Stipulation of Class Action and PAGA Settlement and Release, Notice of Class Action Settlement
12 ("Settlement Notice"), and [Proposed] Order Granting Preliminary Approval of Class and PAGA Action
13 Settlement.

14 4. The Court asked that all the PAGA Notices submitted to the LWDA be submit to the
15 Court. Plaintiff will submit all PAGA Notices submitted to the LWDA to the Court. Attached as Exhibit
16 A is a true and correct copy of the PAGA Notices submitted on April 28, 2020 and October 22, 2021.

17 5. Plaintiff is aware of one related matter entitled *Ramona Canakie v. Safran Cabin, Inc., et*
18 *al* ("Canakie"), Case No. 30-2021-01222644-CU-OE-CXC, filed on September 9, 2021 in the Superior
19 Court County of Orange. Plaintiff's counsel has previously communicated with counsel for plaintiff in
20 *Canakie* and based on those communications, the *Canakie* case will not be impacted by this Settlement.

21 6. The parties did not negotiate a separate amount for waiting time penalties for the former
22 employees. This is because the only claim which arguably supported waiting time penalties is the
23 unpaid wages claim based on Defendant's rounding practice. At the time of mediation, the Supreme
24 Court had not yet decided *Naranjo v. Spectrum Security Services, Inc.*,¹³ Cal.5th 93 (2022), finding
25 meal and rest period violations supported derivative wage statement claims. Therefore, only the unpaid
26 wages due to rounding could arguably support waiting time penalties. However, if the parties ultimately
27 litigated this claim, Defendant's defenses would more than likely have resulted in no imposition of
28 waiting time penalties because a good faith dispute exists that any wages are due.

1 7. Plaintiff alleged Defendant's rounding practice, which allowed employees to clock in up
2 to seven minutes before the start of their scheduled shift, underpaid wages.

3 8. Defendant argued that the pre-shift minutes constituted a grace period and were not
4 subject to rounding rules because employees were not expected to, and did not, perform any work
5 during the pre-shift time. Defendant pointed to its written policy which provides, "The employee should
6 not work or clock in more than seven minutes before their scheduled shift," and contended that their
7 policy was compliant since employees were not expected to or required to engage in work prior to their
8 start time.

9 9. The overall impact of rounding at the shift level was small and the unpaid wages claim
10 amounted to a total of \$313,965 (7585 "unpaid" hours x \$18.11 x 1.5 OT rate = \$227,489 plus interest
11 of \$76,474). Plaintiff's own damages amount to an estimated loss of approximately \$302 during his
12 four-year tenure. However, Defendant's practice of rounding only impacted a certain group of
13 production employees, including Plaintiff, but not the entire class, and the practice ended in 2020. Thus,
14 the value of this claim is even further diminished.

15 10. Although the PAGA penalties were calculated based on estimated pay periods for
16 purposes of mediation, it ultimately benefits the PAGA Class Members to base their Individual PAGA
17 Payments on Workweeks rather than pay periods because, (1) there are two workweeks in a pay period,
18 and (2) the pay data maintained by Defendant was not in usable format during the entire class period
19 and using workweeks provides a more accurate allocation.

20 11. The Settlement provides \$62,500 (equal to 25% of the \$250,000 PAGA allocation) shall
21 be distributed to PAGA Members. The Settlement Administrator will calculate each PAGA Member's
22 Individual PAGA Payment by dividing the 25% of the PAGA Payment to be distributed to Class
23 Members by the total number of Workweeks for all PAGA Members; and then multiplying the PAGA
24 Workweek Value by the number of Workweeks worked by each Class Member.

25 12. There are an estimated 68,592 pay periods in the PAGA Period. Since there are two
26 workweeks in each pay period, there would be approximately 137,184 workweeks in the PAGA Period.

27 13. For example, the Individual PAGA Payments calculation based on workweeks would be
28 calculated as follows: \$62,500 (PAGA allocation/25% of \$250,000) divided by 137,184 (estimated

total workweeks worked by all PAGA Members in the PAGA Period) = \$0.46 per workweek. Therefore, an individual who worked 100 workweeks would receive a total payment of \$46.00, which equals \$92 per pay period. If the calculation is done using pay periods instead of workweeks, the calculation is as follows: \$62,500 divided by 68,592 (PP) = \$0.912 per pay period. An individual who worked 100 workweeks would've worked 50 pay periods and would receive a total payment of \$45.60 (0.912 x 50). The result is nearly the same. Given that there are two workweeks in each pay period, using workweeks for the calculation of Individual PAGA Payments does not drastically impact the total PAGA payment each PAGA Class Member shall receive.

14. Since the pay data maintained by Defendant was not in usable format during the entire class period, it is more accurate to use workweeks rather than attempt yet another burdensome calculation based on extrapolations and estimates for pay periods.

15. Based on the Court's Guidelines, a 60-day notice period is adequate. The Court inquired why the notice period should be shortened to 45 days in this case. The parties have agreed to change the notice period to 60-days and have revised the Settlement Agreement to reflect this change.

16. The parties have revised the Settlement Agreement, through an Addendum, to reflect that all disputes submitted by Class Members shall be submitted to the Court. The Court shall have the right to review any decision made by the Settlement Administrator regarding a workweek dispute and the Court shall have the right to make the final decision on disputes. Attached as Exhibit B is the Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release.

17. The parties have revised the Settlement Agreement, through the Addendum, to reflect that in addition to submitting a written objection, Class Members have the right to object in person or through their own counsel at the hearing for Final Approval.

18. The parties have revised the Settlement Agreement, through the Addendum, to reflect that the Court has continuing jurisdiction under Cal. Code Civ Proc. Section 664.6.

19. The Class Notice has been revised consistent with the revisions made to the Settlement Agreement through the Addendum, detailed above. Certified translations of the Class Notice in Spanish and Vietnamese are attached to the proposed Order as Exhibit 1.

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1 20. The name of the Judge in Section 1 of the Class Notice has been corrected to Judge
2 Wilson.

3 21. Attached as Exhibit C is the revised Notice of Class Action Settlement. A redlined copy
4 of the revised Notice of Pendency of Class Action Settlement is attached as Exhibit D for the Court's
5 convenience.

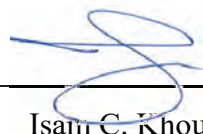
6 22. The Settlement Administrator will make the operative complaint, the Settlement
7 Agreement, the Class Notice, and the motions for preliminary approval and final approval, accessible
8 on its website.

9 23. The Proposed Order, filed herewith, has been revised consistent with the issues addressed
10 above and in the Court's October 13, 2022 Order. Attached as Exhibit E is a redline copy of the
11 Proposed Order

12 24. On the same date this document and its exhibits are filed with the Court, they will be
13 served upon Defendant and provided to the Labor and Workforce Development Agency ("LWDA")
14 via the LWDA's website, using the appropriate intake form. Attached as Exhibit F is a true and correct
15 copy of the LWDA confirmation of Receipt.

16 I declare under the penalty of perjury under the laws of the State of California the foregoing is
17 true and correct and this declaration is executed December 22, 2022, in San Diego, California.

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Isam C. Khoury

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200
SAN DIEGO, CALIFORNIA 92101-5305
Telephone: (619) 595-3001
Facsimile: (619) 595-3000
www.ckslaw.com

JEFF GERACI
J. JASON HILL†
MARTA MANUS
KRISTINA DE LA ROSA

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

(† Also admitted in Illinois)

April 28, 2020

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CAL. LABOR CODE SECTIONS 2698, *et seq.*

NOTICE VIA ONLINE SUBMISSION (<https://dir.tfaforms.net/>)

PAGA Administrator
California Labor and Workforce Development Agency

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Safran Cabin, Inc.
c/o CSC-Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks, Drive, Suite 150N
Sacramento, CA 95833

Safran Cabin, Inc.
Attn: Legal Department
5701 Bolsa Avenue
Huntington Beach, CA 92647

Re: Notice by Vernell Battle, Jr., on behalf of himself and all similar aggrieved California employees of Safran Cabin, Inc. as a proposed Representative of the State of California

Dear PAGA Administrator and Safran Cabin, Inc.,

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698, *et seq.*, Mr. Vernell Battle, Jr. ("Mr. Battle" or "Claimant") intends to bring an action against his former employer, Safran Cabin, Inc. ("Safran"), individually and on behalf of all other aggrieved employees, to recover civil penalties for alleged violations of California Labor Code sections 510, 1194, 1194.2, and 1197.1, and the Industrial Welfare Commission Wage Order ("IWC") regarding Minimum Wages, for failure to pay at least minimum wages for all "hours worked" due to a systematic non-neutral time-rounding system applicable to all hourly non-exempt employees that resulted in the failure to pay for all time subject to Safran's control. Similarly, payroll and timekeeping records also show a continuous and systematic failure by Safran to pay all proper meal period "premiums" (one-hour's pay) where its own records demonstrate either late, short, non-existent, or unrecorded meal periods for qualifying shifts, as shown below. As with the claims for unpaid minimum, regular, and/or overtime wages, meal period statutes and Wage Orders are subject to recovery of PAGA civil penalties under Labor Code section 2699(f)(2) for each pay period where a violation is demonstrated by Safran's corporate timekeeping and payroll records.

This letter serves as Claimant's written notice pursuant to Labor Code section 2699.3(a)(A)(1) providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein. If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a civil action for PAGA penalties on behalf of himself and all other aggrieved employees of Safran in the State of California.

FACTUAL STATEMENT

Vernell Battle, Jr. worked as an hourly non-exempt technician for Safran (and C&D Zodiac, Inc. dba Zodiac Aerospace, which was acquired by Safran in February 2018) from approximately March 14, 2016 until approximately February 18, 2020. Claimant worked primarily as an installation technician in the building and fitting aircraft with interiors. He worked in Orange County at the Cypress facility in the State of California. He was paid approximately \$19.55 per hour and his employee ID was 101795. Safran has approximately 7-10 operational locations throughout California and employs several hundred hourly non-exempt employees subject to a common payroll and timekeeping system. Claimant and other aggrieved employees generally worked a schedule of 5 days per week for a scheduled 40 hours per week.

At all relevant times, Safran engaged in a uniform and systematic payroll rounding policy that was non-neutral and resulted in underpayment of wages. Initial examination of pay records show that Claimant was underpaid either regular or overtime wages nearly 53% of all shifts worked due to rounding and was never overpaid due to rounding. Spread over multiple employees over multiple years and thousands of work shifts, Safran would be able to save hundreds of thousands of dollars by underpayment of wages to all hourly workers subject to the same uniform payroll and timekeeping system. Claimant alleges that examination of time and pay records will show that Safran knew it was rounding time exclusively in favor of the employer and always adverse to employees.

As a result of Safran's practice of rounding time entries, as shown by its own records, Claimant was not credited with all time worked and subject to Safran's control. This policy and practice resulted in the underpayment of minimum, regular, and overtime wages, and is a proper subject for the imposition of PAGA civil penalties for Claimant and other aggrieved employees pursuant to Labor Code section 2699(f)(2).

Similarly, Safran's payroll system also resulted in non-compliant first and second meal periods as required under Labor Code sections 226.7, 512, and Industrial Welfare Commission Wage Order 4-2001, section 11. Initial examination of Mr. Battle's pay and time records shows that first meal periods were either not provided or untimely for nearly 73% of all shifts worked. Safran's records as to whether second meal periods were provided for shifts greater than 10 hours in length demonstrate a violation rate of 100% of such qualifying shifts worked by Mr. Battle. Claimant and others were unaware of their right to second meal periods, and thus, the one-hour pay "premiums" would be owed for each documented instance where a second meal period was required but not provided.

Thus, like the non-neutral rounding policy, Mr. Battle's timekeeping and payroll records showing a meal period violation without corresponding meal period "premium" pay suggests that many other employees at Safran in California were not paid what is a required minimum standard under California Labor Code sections 226.7 and 512(b), as well as IWC Wage Order 4-2001, section 11.

Both Labor Code sections 226.7 and 512 are statutes identified under Labor Code section 2699.5 as valid statutes that permit recovery of PAGA civil penalties pursuant to Labor Code

section 2699(f)(2) for Claimant and all other similarly aggrieved employees for each pay period demonstrating a violation during the applicable limitations period.

BASIS FOR SAFRAN'S LIABILITY

As demonstrated by initial analysis of Claimant's payroll and timekeeping records, Safran systematically and uniformly rounded to time entries to the scheduled time and not actual clocked time, resulting in a loss of wages for about 5 to 10 minutes (usually at the employees' overtime rate) for each 5-day workweek. For Claimant, investigation shows he is owed at least 10.3 hours of overtime pay that resulted from Safran's abusive and non-neutral payroll rounding system. Safran did not have any policy to inform any employee of its rounding practices and even though it could have corrected the underpayment for any given workweek, it chose instead to reap the benefit of what surely most hourly employees would not notice for any particular shift or workweek, but gradually amounts to significant benefit to the employer at the expense of its employees. Safran is liable for the failure to pay at least the California applicable minimum wage for the rounded time. *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 837; *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 270, 271. Over time, the use of this non-neutral rounding system resulted in underpaid minimum, regular, and overtime wages for hundreds of hours for all impacted employees using the same time clock and payroll system. See, *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 578; *Troester v. Starbucks Corp.* (2018) 5 Cal. 5th 829, 847 [a rounding system must be fair and neutral on its face and as applied – over a period of time – in order to lawfully comply with California's requirement that workers be paid for "all hours worked."]; *Leyva v. Medline Indus.* (9th Cir. 2013) 716 F.3d 510, 512; *Corbin v. Time Warner Entertainment-Advance/Newhouse Partnership* (9th Cir. 2016) 821 F.3d 1069, 1077 ["If an employer's rounding practice does not permit both upward and downward rounding, then the system is not neutral..."]; *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 701, n.4; and *Silva v. See's Candy Shops, Inc.* (2016) 7 Cal.App.5th 235, 251.

The California Supreme Court has held: "The statutory phrase 'notwithstanding any other provision of law' has been called a 'term of art' ... that declares the legislative intent to override all contrary law.' *Arias v. Superior Court* (2009) 46 Cal.4th 969, 983. By opening the PAGA with this definitive proclamation, the Legislature underscored its intent that the PAGA was meant to apply even where other laws purport to exclude its application.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 510, 1194, 1197, 1197.1, and 1198, and the "Minimum Wages" and "Hours and Days of Work" Sections of the Applicable Wage Order)

Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess

of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked, and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

As set forth in detail above, Safran violated Labor Code sections 510, 1194, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order because it did not pay Claimant and other aggrieved employees all minimum, regular, and overtime wages for all hours worked due to its unlawful 100% employee-adverse rounding policy.

FAILURE TO PROVIDE TIMELY AND COMPLIANT MEAL PERIODS

(Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001, § 11)

Because Claimant and other aggrieved employees were hourly-paid, non-exempt employees, Safran was required to comply with Labor Code sections 226.7 and 512, and Wage Order 4-2001, section 11.

Labor Code section 226.7(b) provides:

“An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Labor Code section 226.7(c) provides:

“If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of

compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code section 512(a) provides:

“(a) An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

IWC Wage Order 4-2001, section 11(A) provides:

“No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

IWC Wage Order 4-2001, section 11(B) provides:

“If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code section 2699.5 as statutes for which violations of have been established to be subject to the default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

Violations of IWC Wage Order 4-2001, section 11, is governed by the civil penalty provisions of Labor Code section 558(a):

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

Accordingly, Safran is subject to assessment of civil penalties pursuant to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according to proof.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code §§ 246(i), 226(a), 226.3, 1198, and 2699, and the
“Records” Section of the Applicable Wage Order)

Labor Code section 226(a) states in pertinent part: “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer. . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee... and if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.”

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney’s fees.

IWC Wage Order 4-2001, section 7 provides in pertinent part:

“(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request....

Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above. Labor Code section 226.3 provides an additional recoverable penalty “in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The civil penalty assessments under Section 226.3 “**are in addition to any other penalty provided by law.**” [Emphasis added.]

Safran failed to provide Claimant with accurate, timely itemized wage statements complying with the requirements of the Labor Code and applicable IWC Wage Order(s). The wage statements did not include the correct number of hours worked and wages, including rates of pay for hours worked and earned. Claimant will pursue all remedies, including recovery of wages, interest, attorneys’ fees and costs, penalties and those provided by the PAGA, to the extent allowed by law, on behalf of himself and other aggrieved employees of Safran.

**FAILURE TO TIMELY PAY WAGES DUE DURING
AND UPON TERMINATION OF EMPLOYMENT**

(Labor Code §§ 201, 201.3, 202, 203, 204, 256, 1198, and 2699, and the “Minimum Wages”
Section of the Applicable Wage Order)

Labor Code section 204(a) states, in pertinent part: “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 201 states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to his or her, or who refuses to receive the payment when fully tendered to his or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”¹

Labor Code section 210(a) provides: “(a) In addition to, *and entirely independent and apart from, any other penalty provided in this article*, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30-days pay as waiting time under the terms of Section 203.”

¹ See *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492-493 [“(u)npaid wages continue to accrue on a daily basis for up to a 30-day period. Penalties accrue not only on the days the employee might have worked, but also on nonworkdays.”]. The definition of “willful” for purposes of Labor Code section 203 merely requires that an employee show that her employer owes the debt and refuses to pay it. *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App. 3d 1; see also *Davis v. Morris* (1940) 37 Cal.App.2d 269, 274.

As a result of its rounding policy and records demonstrating a pattern and practice of non-compliant meal periods (or “premiums”), Safran failed to timely pay Claimant and aggrieved employees all wages due and owing during and upon termination of employment. Safran willfully failed to pay all wages and penalties when required by Sections 201, 201.3, 202, and 204 of the Labor Code. Therefore, the penalties to all affected employees, including Claimant.

**CIVIL PENALTIES FOR VIOLATION OF
IWC WAGE ORDERS**

(Labor Code §§ 558, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Safran violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Safran is liable for civil penalties under Labor Code sections 558, and 1197.1.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 2810.5, 2751, and 1198, and § 7 of the Applicable
IWC Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Safran violated this requirement by its failure to accurately record employee hours worked and/or paid. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimant and all other current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

Safran violated Section 1174 by failing to maintain accurate time records through use of an unlawful and non-neutral rounding policy for tracking employees' time.

PERSONAL LIABILITY FOR OFFICERS MANAGERS AND DIRECTORS
(Labor Code Section 558.1)

Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person **who is an owner, director, officer, or managing agent** of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. [emphasis added]

(c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Under California law, wages and civil penalties for violations of California's minimum standards for work and pay conditions are not protected by the "corporate veil" doctrine. "[The] Creditor's claims and those for the class have not been adjudicated, and discharge of the debtor's liability for wages and civil penalties would not absolve officers, directors and managing agents for responsibility for the California Labor and Workforce Development Agency (LWDA), since by operation of law [claimants] are deemed Representative of the State of California to recover civil penalties." See, *Arias v. Superior Court* (2009) 46 Cal.4th 969. Such claims are in effect claims by the State of California for penalties that, while not secured, are owed deference in any dissolution scheme. See, *Iskanian v. Superior Court* (2014) 59 Cal.4th, 348.

Accordingly, PAGA claims include personal liability for said officers, directors and managing agents of a corporate employer. As a result, individuals may be personally liable for PAGA civil penalties under Labor Code section 558 as "other person(s)" who caused the violations regarding minimum wage and others.

This exact question – can an individual officer or agent of a corporation be personally liable for PAGA civil penalties, even without an allegation or finding of alter ego liability – was addressed in *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. There, the Court of Appeal specifically held that "if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil

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Safran Cabin, Inc.
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penalties regardless of the identity or business structure of the employer.” *Id.* at 820. See also *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding same).

To the extent that officers, directors or managing agents of Safran are responsible for violations of the Labor Code sections identified in section 558.1, Claimant reserves the right proceed and recover civil penalties from such individuals, if necessary, and will name such parties, if a civil action is filed as Doe Defendants under California Code of Civil Procedure section 474.

ATTORNEY’S FEES, COSTS, INTEREST AND PENALTIES
(Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages and penalties, including interest thereon, reasonable attorney’s fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq.*, aggrieved employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, Safran is liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney’s fees and will continue to incur costs as a result of Safran’s unlawful actions.

CONCLUSION

Mr. Battle requests the LWDA initiate investigation of the violations described above. If the LWDA does not pursue enforcement within the time proscribed by law, Mr. Battle will pursue claims for statutory and civil penalties and will seek all remedies available for violations of the Labor Code and the applicable Industrial Welfare Commission Wage Order(s), including all available civil penalties set forth in Labor Code section 2699(f)(2) and Labor Code section 558 and 558.1.

Sincerely,
COHELANKHOURY & SINGER

J. Jason Hill, Esq.

cc (via email only):
Emil Davtyan, Esq.
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
Emil@DavtyanLaw.com

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

ATTORNEYS AT LAW
605 "C" STREET, SUITE 200
SAN DIEGO, CALIFORNIA 92101-5305
Telephone: (619) 595-3001
Facsimile: (619) 595-3000
www.ckslaw.com

JEFF GERACI
J. JASON HILL†
KRISTINA DE LA ROSA
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

October 22, 2021

AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CAL. LABOR CODE SECTIONS 2698, *et seq.*

NOTICE VIA ONLINE SUBMISSION (<https://dir.tfaforms.net/>)

PAGA Administrator
California Labor and Workforce Development Agency

VIA EMAIL AND CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Safran Cabin, Inc.
Attn: Legal Department
5701 Bolsa Avenue
Huntington Beach, CA 92647

Re: **AMENDED Notice by Vernell Battle, Jr., on behalf of himself and all similar aggrieved California employees of Safran Cabin, Inc. as a proposed Representative of the State of California
LWDA Case No. LWDA-CM-784817-20**

Dear PAGA Administrator and Safran Cabin, Inc.,

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698, *et seq.*, Mr. Vernell Battle, Jr. ("Mr. Battle" or "Claimant") amends his prior PAGA Notice (LWDA Case No. LWDA-CM-784817-20) and intends to bring an action against his former employer, Safran Cabin, Inc. ("Safran"), individually and on behalf of all other aggrieved employees, to recover civil penalties for alleged violations of California Labor Code sections 226.7, 512, and 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC") regarding a continuous and systematic failure by Safran to pay all proper rest period "premiums" (one hour's pay) where its own records demonstrate a failure to provide timely and compliant rest periods under Section 12 of the applicable Wage Order(s), and failure to reimburse employees for work-related expenses incurred for the employer. As with the claims for unpaid minimum, regular, and/or overtime wages, rest period statutes and Wage Orders are subject to recovery of PAGA civil penalties under Labor Code section 2699(f)(2) for each pay period where a violation is demonstrated by Safran's corporate timekeeping and payroll records.

This letter serves as Claimant's amended written notice pursuant to Labor Code section 2699.3(a)(A)(1) providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein. If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a civil action for PAGA penalties or amend the existing Complaint on file in the Superior Court of the State of California on behalf of himself and all other aggrieved employees of Safran.

FACTUAL STATEMENT

Vernell Battle, Jr. worked as an hourly non-exempt technician for Safran (and C&D Zodiac, Inc. dba Zodiac Aerospace, which was acquired by Safran in February 2018) from approximately March 14, 2016, until approximately February 18, 2020. Claimant worked primarily as an installation technician in the building and fitting aircraft with interiors. He worked in Orange County at the Cypress facility in the State of California. He was paid approximately \$19.55 per hour and his employee ID was 101795. Safran has approximately 7-10 operational locations throughout California and employs several hundred hourly non-exempt employees subject to a common payroll and timekeeping system. Claimant and other aggrieved employees generally worked a schedule of 5 days per week for a scheduled 40 hours per week.

Similarly, Safran's payroll system also resulted in non-compliant rest periods as required under Labor Code section 226.7 and Industrial Welfare Commission Wage Order 1-2001, section 12.

Mr. Battle also alleges that potentially aggrieved employees of Safran Cabin, Inc. incurred business-related expenses necessary to perform work without reimbursement of the expenses in violation of California Labor Code section 2802 and/or applicable sections 8-9 of IWC Wage Order 1-2001.

Both Labor Code sections 226.7 and 2802 are statutes identified under Labor Code section 2699.5 as valid statutes that permit recovery of PAGA civil penalties pursuant to Labor Code section 2699(f)(2) for Claimant and all other similarly aggrieved employees for each pay period demonstrating a violation during the applicable limitations period.

FAILURE TO PROVIDE TIMELY AND COMPLIANT REST PERIODS

(Labor Code § 226.7 and IWC Wage Order 1-2001, § 12)

Because Claimant and other aggrieved employees were hourly-paid, non-exempt employees, Safran was required to comply with Labor Code section 226.7 and Wage Order 1-2001, section 12.

Labor Code section 226.7(b) provides:

“An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Labor Code section 226.7(c) provides:

“If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the

Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

IWC Wage Order 1-2001, section 12 provides that employees are entitled to 10-minute paid rest periods for approximately every four hours worked.

Labor Code section 226.7 is a statute specifically listed in Labor Code section 2699.5 as a statute for which violation of has been established to be subject to the default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: "(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation."

Violations of IWC Wage Order 1-2001, section 12, is also governed by the civil penalty provisions of Labor Code section 558(a):

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

Accordingly, Safran is subject to assessment of civil penalties pursuant to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according to proof.

FAILURE TO REIMBURSE BUSINESS EXPENSES
(Labor Code § 2802 and IWC Wage Order 1-2001, §§ 8-9)

Labor Code section 2802(a) states: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the

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discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Here, Safran failed to reimburse Claimant and other aggrieved employees properly for all expenses reasonably and necessarily incurred while working. This was in violation of California law.

CONCLUSION

Mr. Battle requests the LWDA initiate investigation of the violations described above. If the LWDA does not pursue enforcement within the time proscribed by law, Mr. Battle will pursue claims for statutory and civil penalties and will seek all remedies available for violations of the Labor Code and the applicable Industrial Welfare Commission Wage Order(s), including all available civil penalties set forth in Labor Code section 2699(f)(2) and Labor Code section 558 and 558.1.

Sincerely,
COHELAN KHOURY & SINGER

J. Jason Hill, Esq.

cc (via email only):
Emil Davtyan, Esq.
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
Emil@DavtyanLaw.com

Safran Cabin, Inc.
c/o Alaya B. Meyers, Esq.
Tracy R. Williams, Esq.
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
ameyers@littler.com
trwilliams@littler.com

EXHIBIT B

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

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

Trial Date: None
Complaint Filed: May 26, 2020

ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE

This Addendum to the Joint Stipulation of Class Action and PAGA Settlement Release (“Addendum”) is made and entered into by and between Plaintiff Vernell Battle, Jr. (“Plaintiff”) on the one hand, individually and on behalf of himself and other similarly-situated employees, and Defendant Safran Cabin, Inc. (“Defendant”) on the other hand, (collectively, the “Parties”), pursuant to Paragraph 72 of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Stipulation of Settlement”) previously entered into by the Parties and filed with the Court as Exhibit A to the Declaration of Isam C. Khoury in Support of Motion for Order Granting Preliminary Approval of Class Action Settlement (ROA No. 140).

Excepting only the provisions of the Agreement that are expressly modified by this Addendum, the Agreement remains in full force and effect. By executing this Addendum, the Parties agree to be bound by its terms, as follows:

DEFINITIONS

The following Definitions are applicable to this Addendum and replace the Definitions of the same term in the Agreement.

15. “Final Approval Hearing” means the hearing to be conducted by the Court after the filing by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the Settlement and to object to the Settlement in person or through their own counsel, at which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Order and Judgment, and take other appropriate action.

18. “Individual PAGA Payment” means the amount payable from the PAGA Payment to each PAGA Member.

22. “Notice of Objection” means a Class Member’s valid and timely submission of a written objection to the Settlement. An objection should include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number;

1 and (b) a factual explanation for the objection. At no time shall any of the Parties, Class Counsel,
2 or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from
3 submitting a Notice of Objection or filing an appeal from the Final Order and Judgment. Non-
4 Participating Class Members (*i.e.*, Class Members who submit valid Requests for Exclusion)
5 may not submit an Objection to the Settlement. If a Class Member submits both a Request for
6 Exclusion and an Objection, the Objection shall be ignored, and the Request for Exclusion will
7 be deemed controlling. As an alternative to submitting a written objection, Class Members shall
8 have the right to object to the Settlement in person or through their own counsel at the Final
9 Approval Hearing.

10 36. "Response Deadline" means the deadline by which Class Members must e-mail,
11 fax, or mail to the Settlement Administrator a valid Request for Exclusion, objection or
12 workweek dispute. The Response Deadline will be sixty (60) calendar days from the initial
13 mailing of the Settlement Notices by the Settlement Administrator unless the 60th day falls on a
14 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
15 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
16 express agreement between Class Counsel and Defense Counsel. Under no circumstances,
17 however, will the Administrator have the unilateral authority to extend the deadline for Class
18 Members to submit a Request for Exclusion, objection, or Workweek Dispute to the settlement.

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

1 presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
2 Administrator by credible evidence. All Workweek Disputes will be initially resolved by the
3 Settlement Administrator, with consultation with Defense Counsel and/or Class Counsel as
4 appropriate. Counsel for the Parties shall file with the Court all disputes received by the
5 Settlement Administrator, the evidence submitted, and the determination made regarding any
6 dispute. The Court may review any determination made by the Settlement Administrator
7 regarding a Workweek Dispute, and in its discretion, make the final determination of any
8 disputes.

9 **TERMS OF SETTLEMENT**

10 The following Terms of Settlement are applicable to this Addendum and replace the
11 Terms of Settlement in the Agreement.

12 56. Settlement Administration.

13 a. 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 shall make the initial determination regarding any
18 Workweek Dispute submitted by a Class Member with consultation with Defense Counsel and/or
19 Class Counsel as appropriate. The Settlement Administrator shall give written notice to Counsel
20 for the Parties of any dispute and its initial determination. Counsel for the Parties shall file with
21 the Court all disputes received by the Settlement Administrator, the evidence submitted, and the
22 determination made regarding any dispute.

23 iv. Disputes Regarding Administration of Settlement. The Court
24 may review any determination made by the Settlement Administrator regarding a Workweek
25 Dispute, and in its discretion, make the final determination of any disputes.

26 ///

27 ///

28 ///

1 57. Funding and Allocation of Gross Settlement Amount.

2 a. Payments to the Class Members.

3 iii. Each Participating Class Member, PAGA Member, and PAGA
4 Participating Member's Individual Settlement Award and Individual PAGA Payment shall be
5 calculated solely by the Settlement Administrator using Defendant's Workweek data.
6 Defendant's Workweek data will be presumed to be correct unless a particular Class Member
7 proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes
8 will be initially determined by the Settlement Administrator, in consultation with Class Counsel
9 and/or Defense Counsel, as appropriate. All disputes shall be submitted to the Court, including
10 the evidence submitted in connection with the dispute and its resolution, and the Court may, in
11 its discretion, make a final determination regarding any dispute.

12 70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
13 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
14 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.
15 After entry of the Judgment, the Court will have continuing jurisdiction under California Code
16 of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and
17 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such
18 post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

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

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

8 80. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
9 Court shall retain jurisdiction under California Code of Civil Procedure section 664.6 with
10 respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of
11 Settlement and all orders and judgments entered in connection therewith, and the Parties, Class
12 Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of
14 Settlement and all orders and judgments entered in connection therewith.

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

18
19 Dated: 12/15/2022

PLAINTIFF



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

SAFRAN CABIN, INC.

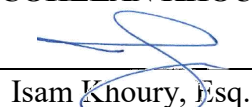
22 Dated: _____

Laurent Tremeau
Chief Financial Officer

APPROVED AS TO FORM

COHELAN KHOURY & SINGER

26 Dated: 12/15/2022


Isam Khoury, Esq.

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

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

8 80. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
9 Court shall retain jurisdiction under California Code of Civil Procedure section 664.6 with
10 respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of
11 Settlement and all orders and judgments entered in connection therewith, and the Parties, Class
12 Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of
14 Settlement and all orders and judgments entered in connection therewith.

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

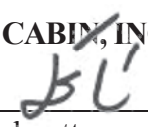
18 **PLAINTIFF**

19 Dated: _____

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

21 **SAFRAN CABIN, INC.**

22 Dated: 12/22/2022



Anne Vanhoutte
Chief Financial Officer

24 **APPROVED AS TO FORM**

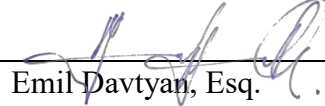
25 **COHELAN KHOURY & SINGER**

26 Dated: _____

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

DAVTYAN LAW FIRM, INC.

Dated: 12/16/2022


Emil Davtyan, Esq.

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

LITTLER MENDELSON P.C.

Dated: _____

Alaya B. Meyers, Esq.

Tracy R. Williams, Esq.

Attorneys for Defendant Safran Cabin, Inc.

4867-9203-1296.1 / 104505-1016

DAVTYAN LAW FIRM, INC.

Dated: _____

Emil Davtyan, Esq.

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

LITTLER MENDELSON P.C.

Dated: 12/22/2022



Alaya B. Meyers, Esq.

Tracy R. Williams, Esq.

Attorneys for Defendant Safran Cabin, Inc.

4867-9203-1296.1 / 104505-1016

EXHIBIT C

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

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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 J. 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 Peter J. Wilson also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on , 2023, 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

Isam C. Khoury
Michael D. Singer
Marta Manus
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 , 2023. 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. The Court may review any determination made by the Settlement Administrator regarding a Workweek Dispute, and in its discretion, make the final determination of any 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], 2023. Late Objections will not be considered.

In addition, or as an alternative to submitting a written Objection, you, or your lawyer at your own expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court and the Parties. The Final Approval Hearing is set for _____, 2023 at 2:00 p.m. 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.

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], 2023. 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 all Amendments, the Operative Complaint, the Motions for Preliminary and Final Approval, the Court’s order granting Preliminary Approval and Final Approval of the Settlement, and the Final Judgment.

Settlement Administrator Contact

Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[FAX NUMBER]

[WEBSITE]

You may also view all papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours, 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Case records may be examined online on the Orange County Superior Court’s website, at [<https://civilwebshopping.occourts.org/>]. Once you’ve read the Court’s “Information Disclaimer” and clicked “Accept Terms,” type case number “01140831” and year field “2020,” confirm you are not a robot and click “search.” The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

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 J. Wilson.

EXHIBIT D

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

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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 **J. 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 **Peter J. Wilson Sherman** also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on , 202**32**, 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

Isam C. Khoury
Michael D. Singer
Marta Manus
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 , **2023~~2~~**. 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. **The Court may review any determination made by the Settlement Administrator regarding a Workweek Dispute, and in its discretion, make the final determination of any 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], 2023. Late Objections will not be considered.

In addition, or as an alternative to submitting a written Objection, ~~you, or your lawyer at your own expense, are welcome to attend~~ ~~may also, if you wish, appear at~~ the Final Approval Hearing ~~and to~~ discuss your objections directly with the Court and the Parties. ~~The Final Approval Hearing is set for _____, 2023 at 2:00 p.m. 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.

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], 2023. 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 all Amendments, the Operative Complaint, the Motions for Preliminary and Final Approval, and the Court’s order granting Preliminary Approval and Final Approval of the Settlement, and the Final Judgment.

Settlement Administrator Contact

Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[FAX NUMBER]

[WEBSITE]

You may also view all papers filed in the Action, at the Filing Department of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California, 92701 during regular Court hours, 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Case records may be examined online on the Orange County Superior Court’s website, at [<https://civilwebshopping.occourts.org/>]. Once you’ve read the Court’s “Information Disclaimer” and clicked “Accept Terms,” type case number “01140831” and year field “2020,” confirm you are not a robot and click “search.” The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

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 J. Wilson.

EXHIBIT E

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

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

Hearing Information

Date: ~~December 1,~~
~~2022~~ January 5, 2023

Time: 2:00 p.m.

Dept: CX 102

Judge: Hon. Peter J. Wilson

Complaint filed: May 26, 2020

Trial date: Not set

1 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement
2 ("Motion") came on for hearing on ~~October 13~~ January 5, 2023, 2022 in Department CX-102 of the
3 above-captioned Court. The Court, having fully reviewed the Motion, supporting Memorandum of
4 Points and Authorities, Declarations of Isam C. Khoury of Cohelan Khoury & Singer and Emil Davtyan
5 of Davtyan Law Firm, Inc., Supplemental Briefing and Declarations, Joint Stipulation of Class Actin
6 and PAGA Settlement and Release, the Addendum to Joint Stipulation of Class Actin and PAGA
7 Settlement and Release, (collectively, "Agreement"), proposed Notice of Class Action Settlement
8 ("Settlement Notice") ~~attached as exhibit 1 to the Agreement~~, having carefully analyzed the Agreement
9 and Settlement Notice, and in recognition of the Court's duty to make a preliminary determination as
10 to the reasonableness of any proposed class action settlement, and if preliminarily determined to be
11 reasonable, to ensure proper notice is provided to all Class Members in accordance with due process
12 requirements, and to set a Final Approval Hearing to consider the good faith, fairness, adequacy and
13 reasonableness of any proposed Settlement, THE COURT MAKES THE FOLLOWING
14 DETERMINATIONS AND ORDERS:

15 1. The Court conditionally finds, for the purpose of approving this settlement only, the
16 proposed Class meets the requirements of California Code of Civil Procedure section 382: (a) the
17 proposed Class is ascertainable and so numerous joinder of all Class Members is impracticable; (b)
18 there are questions of law or fact common to the proposed Class, and a well-defined community of
19 interest in the subject matter of the class action among Class Members; (c) the claims of the Class
20 Representative are typical of the claims of proposed Class Members; (d) the Class Representative has
21 and will adequately protect the interests of the Class Members; (e) a class action is superior to other
22 available methods for efficient adjudication of this controversy in the settlement context; and (f)
23 counsel of record for the Class Representative are qualified to serve as counsel for the Class.

24 2. The Court finds on a preliminary basis that the Agreement, ~~attached to the Declaration of~~
25 ~~Isam C. Khoury as Exhibit A~~, incorporated by this reference in full, and made a part of this Order of
26 preliminary approval, appears to be within the range of reasonableness of a settlement which could
27 ultimately be given final approval by this Court.

28 3. It appears to the Court on a preliminary basis that: (a) the settlement amount is fair and

reasonable to Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (b) significant investigation, research, and discovery have been conducted and counsel for the Parties are able to reasonably evaluate their respective positions; (c) settlement will avoid substantial costs, delay and risks presented by further prosecution of the Action; and (d) the proposed Settlement is the result of intensive, serious and non-collusive negotiations between the Parties and facilitated by an experienced mediator.

4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary Approval of Class Action Settlement is GRANTED, and as a part of preliminary approval, the Court accepts and incorporates the Agreement in this Order and orders the Class be conditionally certified for settlement purposes only pursuant to the terms and conditions of the Agreement.

5. The Class is defined for purposes of the settlement of this Action, as: “All individuals employed by Defendant Safran Cabin, Inc in the State of California as hourly non-exempt employees at any time from May 26, 2016 through January 29, 2022.”

~~5.6.~~ For settlement Purposed, PAGA Members are defined as: “All individuals employed by Defendant in the State of California as hourly non-exempt employees at any time from April 28, 2019 through January 29, 2022.”

~~6.7.~~ The Court finds the proposed Settlement Notice, in English, Spanish and Vietnamese, attached as Exhibit 1 to this Order, fairly and adequately advises Class Members of (a) the pendency of the Class Action; (b) the conditional certification of the Class for settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval Hearing; (e) the terms of the proposed Settlement and benefits available to Class Members; (f) their right to receive a proportionate share of the Net Settlement Amount without the need to return a claim form; (g) their right to request exclusion from the settlement and the procedures and deadline for doing so; (h) their right to object to, or file documents in opposition to the Settlement, and the procedure for doing so; and (i) their right to appear at the Final Approval hearing. The Court further finds that the Settlement Notice clearly comports with all constitutional requirements, including those of due process. Accordingly, good cause appearing, the Court APPROVES the Settlement Notice.

~~7.8.~~ The Court further finds mailing of the Settlement Notice to the last known address of Class

Members as described in the Agreement, with the measures taken for verification of addresses and skip tracing set forth, is an effective method of notifying Class Members of their rights with respect to the class action and Settlement. Accordingly, it is ORDERED:

—Simpluris, Inc. be appointed the Settlement Administrator to administer the Settlement as more specifically set forth in the Agreement.

A. The law firms Cohelan Khoury & Singer and Davtyan Law Firm, Inc be **conditionally** appointed as Class Counsel.

B. Plaintiff Vernell Battle, Jr. be **conditionally** appointed Class Representative.

C. Within fourteen (14) calendar days after entry of a Preliminary Approval Order, Defendant shall transmit to the Settlement Administrator in a readable, ready to use electronic excel format spreadsheet, the Class Information showing for each member of the Class the following information: (i) full name; (ii) last known address; (iii) Social Security number; and (iv) the number of weeks worked for Defendant as a Class Member (using actual data where available and estimates or extrapolations where the data is not readily available, as further explained and set forth in the definition of “Workweeks” in the Agreement).

D. Within fifteen (15) calendar days after receipt of the Class Information, the Settlement Administrator shall mail to each Class Member a Settlement Notice by first class, regular U.S. mail, using the most current mailing address information available, with measures taken for updating an address as provided by the terms of the Agreement.

E. On or before the Response Deadline [~~forty-fivesixty~~ (6045) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator unless the ~~4560~~th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day (“Response Deadline”)], Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator, either by e-mail, facsimile or mail, a written request for exclusion by the Response Deadline as set forth in the Settlement Notice. Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement Notice.

F. On or before the Response Deadline, Class Members who dispute the number of

1 Workweeks must submit to the Settlement Administrator, either by e-mail, facsimile or mail, a written
2 explanation describing why the Workweeks are incorrect, with any supporting information, as set forth
3 in the Settlement Notice. Class Members who are sent a re-mailed Settlement Notice shall have their
4 Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-
5 mails the Settlement Notice. **The Court, in its discretion, shall make the final determination of any**
6 **disputes.**

7 G. On or before the Response Deadline, Class Members who wish to object to the
8 Settlement, should submit to the Settlement Administrator, either by e-mail, facsimile or mail, a Notice
9 of Objection which must include, (a) the objector's full name, signature, address, telephone number,
10 and the last four digits of his/her Social Security number; and (b) a factual explanation for the objection.
11 Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline
12 extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement
13 Notice. **As an alternative to submitting a written objection, Class Members shall have the right to object**
14 **to the Settlement in person or through their own counsel at the Final Approval Hearing.**

15 9. The Court preliminarily finds and determines that the following disbursement amounts
16 are fair and reasonable and in accordance with the Settlement.

17 A. The Court preliminarily finds and determines that the fees and expenses in
18 administrating the Settlement incurred by Simpluris, Inc. in the amount not to exceed \$18,000.00 are
19 fair and reasonable.

20 B. The Court preliminarily finds and determines the Class Representative Service
21 Payment not to exceed \$7,500.00 to Plaintiff Vernell Battle, Jr. is fair and reasonable.

22 C. The Court preliminarily finds and determines the PAGA Payment in the amount
23 of \$187,500.00 to be paid to the California Labor and Workforce Development Agency ("LWDA")
24 representing the 75% share of the \$250,000.00 for civil penalties is fair, adequate and reasonable.

25 D. The Court preliminarily finds and determines Class Counsel request for attorneys'
26 fees not to exceed \$1,818,333.33 and litigation costs not to exceed \$20,000.00 is fair and reasonable.

27 **8-10.** IT IS FURTHER ORDERED the Final Approval Hearing shall be held before the
28 undersigned at 2:00 p.m. on **June 1, 2023**, in Department CX-102 of the Superior Court for the State

1 of California, County of Orange located in at 751 West Santa Ana Blvd., Santa Ana, California 92701,
2 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
3 approved by this Order of Preliminary Approval, and to consider applications for a Service Payment
4 award to the Plaintiff/Class Representative, Settlement Administration expenses, and Class Counsel's
5 attorneys' fees and costs. All briefs and materials in support of an Order Granting Final Approval and
6 Entering Judgment, Service Payment, Settlement Administration Payment, and Class Counsel's
7 attorneys' fees and costs shall be filed sixteen (16) court days before the scheduled hearing.

8 ~~9~~11. All proceedings in this matter, except those contemplated by the Agreement or this Order,
9 are stayed.

10 ~~10~~12. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing
11 from time to time without further notice to Class Members. Class Counsel is to provide notice of any
12 change in the hearing date to Class Members who have filed written objections.

13 IT IS SO ORDERED.

14
15 Date: _____

Hon. Peter J. Wilson
Judge of the Superior Court

EXHIBIT F