

1. Name of the party submitting the proposed order:
Plaintiff Vernell Battle, Jr.
2. Title of the proposed order:
Proposed Order Granting Preliminary Approval of Class and PAGA Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion
 - b. Date and time: January 5, 2023; 2:00 p.m.
 - c. Place: CX 101
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

VERNELL BATTLE, JR. v. SAFRAN CABIN, INC.

CASE NUMBER:

30-2020-01140831

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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7 **SUPERIOR COURT OF CALIFORNIA**

8 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

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

11 Plaintiff,

12 vs.

13 SAFRAN CABIN, INC., a Delaware
14 Corporation; and DOES 1 through 25, inclusive,
15 Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 101

CLASS ACTION

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

Hearing Information

16 Date: January 5, 2023
17 Time: 2:00 p.m.
18 Dept: CX 101
19 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 January 5, 2023 in Department CX-101 of the above-captioned
3 Court. The Court, having fully reviewed the Motion, supporting Memorandum of Points and
4 Authorities, Declarations of Isam C. Khoury of Cohelan Khoury & Singer and Emil Davtyan of
5 Davtyan Law Firm, Inc., Supplemental Briefing and Declarations, Joint Stipulation of Class Actin and
6 PAGA Settlement and Release, the Addendum to Joint Stipulation of Class Actin and PAGA Settlement
7 and Release, (collectively, "Agreement"), proposed Notice of Class Action Settlement ("Settlement
8 Notice"), having carefully analyzed the Agreement and Settlement Notice, and in recognition of the
9 Court's duty to make a preliminary determination as to the reasonableness of any proposed class action
10 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to all
11 Class Members in accordance with due process requirements, and to set a Final Approval Hearing to
12 consider the good faith, fairness, adequacy and reasonableness of any proposed Settlement, THE
13 COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

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

23 2. The Court finds on a preliminary basis that the Agreement, attached as Exhibit 1 to this
24 Order, incorporated by this reference in full, and made a part of this Order of preliminary approval,
25 appears to be within the range of reasonableness of a settlement which could ultimately be given final
26 approval by this Court.

27 3. It appears to the Court on a preliminary basis that: (a) the settlement amount is fair and
28 reasonable to Class Members when balanced against the probable outcome of further litigation relating

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

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

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

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

16 7. The Court finds the proposed Settlement Notice, in English, Spanish and Vietnamese,
17 attached as Exhibit 2 to this Order, fairly and adequately advises Class Members of (a) the pendency
18 of the Class Action; (b) the conditional certification of the Class for settlement purposes only; (c)
19 preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval Hearing; (e)
20 the terms of the proposed Settlement and benefits available to Class Members; (f) their right to receive
21 a proportionate share of the Net Settlement Amount without the need to return a claim form; (g) their
22 right to request exclusion from the settlement and the procedures and deadline for doing so; (h) their
23 right to object to, or file documents in opposition to the Settlement, and the procedure for doing so; and
24 (i) their right to appear at the Final Approval hearing. The Court further finds that the Settlement Notice
25 clearly comports with all constitutional requirements, including those of due process. Accordingly,
26 good cause appearing, the Court APPROVES the Settlement Notice.

27 8. The Court further finds mailing of the Settlement Notice to the last known address of Class
28 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:

A. Simpluris, Inc. be appointed the Settlement Administrator to administer the Settlement as more specifically set forth in the Agreement. 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 [sixty (60) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator unless the 60th 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 Workweeks must submit to the Settlement Administrator, either by e-mail, facsimile or mail, a written explanation describing why the Workweeks are incorrect, with any supporting information, as set forth

1 in the Settlement Notice. Class Members who are sent a re-mailed Settlement Notice shall have their
2 Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-
3 mails the Settlement Notice. The Court, in its discretion, shall make the final determination of any
4 disputes.

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

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

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

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

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

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

25 10. IT IS FURTHER ORDERED the Final Approval Hearing shall be held before the
26 undersigned at 2:00 p.m. on June 1, 2023, in Department CX-101 of the Superior Court for the State of
27 California, County of Orange located in at 751 West Santa Ana Blvd., Santa Ana, California 92701, to
28 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved

1 by this Order of Preliminary Approval, and to consider applications for a Service Payment award to the
2 Plaintiff/Class Representative, Settlement Administration expenses, and Class Counsel's attorneys'
3 fees and costs. All briefs and materials in support of an Order Granting Final Approval and Entering
4 Judgment, Service Payment, Settlement Administration Payment, and Class Counsel's attorneys' fees
5 and costs shall be filed sixteen (16) court days before the scheduled hearing.

6 11. All proceedings in this matter, except those contemplated by the Agreement or this Order,
7 are stayed.

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

11 IT IS SO ORDERED.

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13 Date: _____

14 Hon. Peter J. Wilson
15 Judge of the Superior Court
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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,

v.

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

Defendants.

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

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

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

Trial Date: None
Complaint Filed: May 26, 2020

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

9 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 30. “Parties” means Plaintiff and Defendant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 RECITALS

16 45. Procedural History.

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

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

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

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

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

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

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

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

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

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

18 CLASS CERTIFICATION

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

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

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

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

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

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

12 **TERMS OF SETTLEMENT**

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

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

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

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

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

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

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

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

9 56. Settlement Administration.

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

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

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

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

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

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

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

1 c. Certification Reports Regarding Individual Settlement Award Calculations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 f. Setting a Final Approval Hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

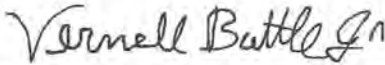
3 80. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
4 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
5 of the terms of this Stipulation of Settlement and all orders and judgments entered in connection
6 therewith,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

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

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

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

25 4/7/2022
26 Dated: _____

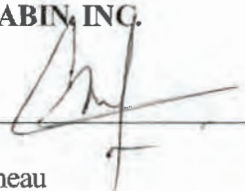


Plaintiff Vernell Battle, Jr., on behalf of himself
and other similarly-situated employees

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Dated: 6/23/22

SAFRAN CABIN, INC.

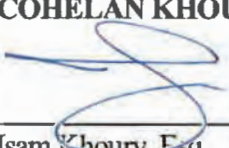


Laurent Treméau
Chief Financial Officer

APPROVED AS TO FORM

COHELAN KHOURY & SINGER

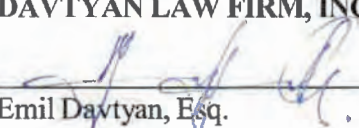
Dated: April 8, 2022



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

DAVTYAN LAW FIRM, INC.

Dated: April 8, 2022



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

LITTLER MENDELSON P.C.

Dated: June 28, 2022



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

4883-8981-7627.1 / 104505-1016

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.

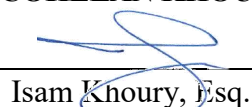
22 Dated: _____

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:

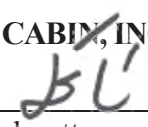
18 **PLAINTIFF**

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**

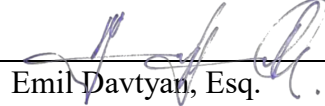
25 **COHELAN KHOURY & SINGER**

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 2

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 CX101, 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.
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Defense Counsel

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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 CX101 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.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Vernell Battle, Jr. v. Safran Cabin, Inc.
Corte Superior de California– Condado de Orange
Caso No. 30-2020-01140831-CU-OE-CXC

SI FUE EMPLEADO DE SAFRAN CABIN, INC. COMO EMPLEADO POR HORA NO EXENTO EN ALGÚN MOMENTO ENTRE EL 26 DE MAYO DEL 2016 Y EL 29 DE ENERO DEL 2022

USTED TIENE EL DERECHO DE RECIBIR DINERO DE UN ACUERDO DE CLASE Y ACCIÓN REPRESENTATIVA.

La Corte aprobó esta notificación. No se trata de un anuncio.

Usted no está siendo demandado. Sin embargo, sus derechos legales se ven afectados ya sea que usted actúe o no.

LEA ESTA NOTIFICACIÓN.¹

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
SON LOS SIGUIENTES:	
NO HACER NADA	Recibirá un pago del Acuerdo. No se requiere realizar ninguna acción para recibir una parte de este Acuerdo.
EXCLUIRSE	<u>No recibirá un pago del Acuerdo.²</u>
OPONERSE	Si así lo desea, puede oponerse a este Acuerdo. La Corte podrá estar de acuerdo o no con su oposición. La oposición al Acuerdo no lo excluirá de recibir una parte de este.

QUÉ INCLUYE ESTA NOTIFICACIÓN

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¹ Todo término en mayúsculas en el presente que no esté específicamente definido tiene el mismo significado que lo establecido en la Estipulación Conjunta del Acuerdo de Acción de Clase y el Acuerdo en virtud de la PAGA y Exoneración que está archivado en la Corte.

² Independientemente de si se excluye del Acuerdo, si usted estuvo empleado por Safran Cabin, Inc. durante el Período de la PAGA (28 de abril del 2019 al 29 de enero del 2020), usted recibirá una parte del acuerdo en concepto de la exoneración del reclamo por sanciones de acuerdo con los artículos 2698-2699.6 de la Ley de Procuraduría General Privada (en adelante mencionada como la “PAGA”) del Código Laboral.

1. ¿Por qué debería leer esta Notificación?

Ha recibido la presente Notificación porque los registros indican que usted es miembro de la clase del acuerdo establecido en esta acción.

La clase del Acuerdo está formada por todas las personas empleadas por Safran Cabin, Inc. como empleados no exentos por hora desde el 26 de mayo del 2016 al 29 de enero del 2022.

Esta Notificación le informa sobre su derecho a participar en el Acuerdo, y compartir sus beneficios. Hubo una audiencia de Homologación Preliminar el XXXX XX del 2022, a la/las a.m./p.m., en la Corte Superior del Condado de Orange. El juez Peter J. Wilson determinó que existen pruebas suficientes para sugerir que el acuerdo propuesto puede ser justo, adecuado y razonable, y que no se tomará una determinación final sobre dichos temas en la audiencia de homologación definitiva. El juez Peter J. Wilson también ordenó que usted reciba esta Notificación.

La Corte celebrará una Audiencia de Homologación Final respecto al Acuerdo propuesto el del 2023, a la/las a.m./p.m. en el Departamento CX101 de la Corte Superior del Condado de Orange - División Asuntos Complejos ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701 La Audiencia de Homologación Definitiva podrá ser continuada en otra fecha sin brindar ninguna otra notificación.

2. ¿Qué es el Acuerdo de Acción de Clase?

La Corte debe aprobar los términos del Acuerdo descritos en él como justos adecuados y razonables para los Miembros de la Clase. El Acuerdo afectará a todos los miembros de la clase. Puede recibir una suma de dinero del Acuerdo de Acción de Clase Representativo. Esta Notificación le explicará los términos del Acuerdo y la cantidad de dinero que puede llegar a obtener en virtud de este.

3. ¿De qué se trata este caso?

El Demandante Vernell Battle, Jr., que también actúa como Representante de la Clase ("Demandante"), alega que Safran Cabin, Inc. ("Safran") violó la Ley de California debido a lo siguiente: (i) no pagar salarios mínimos y/o regulares por todas las horas trabajadas; (ii) no pagar salarios por horas extra; (iii) no suministrar períodos de comida obligatorios; (iv) no suministrar períodos de descanso obligatorios; (v) o suministrar talones de cheque precios y detallados (vi) no pagar todos los salarios debidos oportunamente al momento de la desvinculación o despido del empleo; y (7) participar en prácticas comerciales desleales. El Demandante también solicita sanciones civiles conforme a la Ley de Procuraduría General Privada ("PAGA") según lo establecido en los artículos 2698-2699.6 del Código Laboral, que permite a un ciudadano común reclamar sanciones civiles en nombre de la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") del Estado de California por: (i) no pagar todos los salarios mínimos, regulares y por horas extra por todas las horas trabajadas; (ii) no suministrar períodos de comida oportunos y obligatorios; (iii) no suministrar períodos de descanso oportunos y obligatorios; (iv) no reembolsar gastos comerciales; (v) no suministrar talones de cheque precisos y detallados; (vi) no pagar los salarios debidos oportunamente a la finalización del empleo; y (vii) no llevar registros precisos.

Safran niega las acusaciones planteadas en el juicio. Safran cree que no tiene ninguna responsabilidad por los reclamos formulados por el Demandante o los reclamos de los Miembros de la Clase en virtud de ninguna ley, orden salarial o el sistema del *Common Law* o del *Equity*.

Las Partes llegaron a un Acuerdo, supeditado a la homologación de la Corte, como se representa en la Estipulación Conjunta del Acuerdo de Acción de Clase, y el Acuerdo y Exoneración en virtud de la PAGA (en adelante mencionado como el “Acuerdo”). El abogado de la Clase considera que el Acuerdo es justo, razonable, adecuado y en favor de los intereses de todos los Miembros de la Clase. Asimismo, Safran decidió que el acuerdo es favorable porque evita el tiempo, los riesgos y gastos de un juicio prolongado y resuelve de inmediato, finalmente y por completo, los reclamos posibles y pendientes. Al acordar este juicio, Safran no admite, concede ni insinúa que haya hecho algo mal o ilegal; y, de hecho, Safran expresamente niega haber cometido algún acto ilegal.

4. *¿Cuánto puedo esperar recibir?*

Safran pagará la suma total de \$5,455,000.00 (el “Importe Bruto del Acuerdo”), que incluye todos los pagos del acuerdo a los Miembros de la Clase, los honorarios y costos de abogados, los costos de administrar el Acuerdo, un pago a la LWDA en virtud de la PAGA y el aumento del pago al Representante de la Clase.

Cada Miembro Participante de la Clase, según se define en el Acuerdo, recibirá aproximadamente \$ [REDACTED] por cada Semana de Trabajo trabajada en el Período de la Clase. Una semana de trabajo se define en el Acuerdo como cualquier semana de trabajo regular en la que haya trabajado al menos un día calendario. En los casos de que Safran no tenga información sobre las semanas trabajadas disponible fácilmente debido a brechas en los registros de horarios electrónicos o de papel, Safran utilizará la mejor información disponible, incluso extrapolaciones y estimaciones cuando sea necesario, para computar las Semanas de Trabajo.

Miembros de la Clase: Los registros de Safran indican que usted trabajó un total aproximado de [REDACTED] de semanas de trabajo como Miembro de la Clase durante el Período de la Clase. Según estos registros, su pago estimado como Miembro Participante de la Clase sería de \$ [REDACTED].

Miembros de la PAGA: Los registros de Safran indican que usted trabajó un total aproximado de [REDACTED] de Semanas de Trabajo como Miembro de la Clase de la PAGA durante el Período de la PAGA. Según estos registros, su pago estimado como Miembro Participante de la PAGA sería de \$ [REDACTED].

Es su responsabilidad que la dirección que tenga registrada el Administrador del Acuerdo esté actualizada, para asegurarse de recibir su pago en virtud Acuerdo.

5. *¿Por qué Safran se unió a esta notificación?*

Safran no admite ninguno de los reclamos alegados en la Acción y niega deber dinero por los reclamos de este caso. Safran efectúa este acuerdo del juicio como acuerdo mutuo. Safran se reserva el derecho a oponerse y defenderse de los reclamos si el Acuerdo falla por cualquier motivo. El archivo de la Corte contiene los documentos del Acuerdo con más información sobre el juicio.

6. ¿Quién es el Demandante en esta Acción de Clase?

Vernell Battle, Jr. es el Demandante y Representante de la Clase en este juicio de Acción de Clase. Él actúa en su nombre y en el de otros miembros de la clase.

7. ¿Quiénes son los Abogados que representan a las Partes?

Abogado de la Clase

Isam C. Khoury
Michael D. Singer
Marta Manus
COHELAN KHOURY & SINGER
605 C Street, Suite 200
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Emil Davtyan
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
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Abogados del Demandado

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

8. ¿Cuáles son mis derechos? ¿Cómo se verán afectados mis derechos?

El Abogado de la Clase, nombrado y aprobado por la Corte a los efectos del acuerdo únicamente, lo representará.

Participar en el Acuerdo

En virtud del Acuerdo, recibirá **automáticamente** un pago del acuerdo salvo que se excluya mediante el procedimiento de exclusión que se establece a continuación.

Esta Notificación del Acuerdo indica la cantidad total de Semanas de Trabajo que usted trabajó durante el Período de la Clase (como se describe arriba). Su pago individual del acuerdo como Miembro de la Clase se basará en dicha cantidad. Si usted cree que la información de las Semanas de Trabajo incluida en la presente Notificación es correcta, entonces no necesita realizar ninguna otra acción para recibir el pago del acuerdo.

Si usted cree que la información sobre las Semanas de Trabajo es incorrecta, debe enviar su disputa de las semanas de trabajo por escrito, en la que establezca los motivos por los que cree que las Semanas de Trabajo detalladas no son correctas. La disputa de las semanas de trabajo debe enviarse por correo, correo electrónico o fax al Administrador del Acuerdo (cuya dirección se establece a continuación) y debe tener franqueo postal o ser transmitido antes del **del 2023**, inclusive. Debe enviarle al Administrador del Acuerdo la documentación para respaldar el número de Semanas de Trabajo que cree que trabajó durante el Período de la Clase. Si hay una disputa de las Semanas de Trabajo en las que usted trabajó, el Administrador del Acuerdo revisará los registros, en consulta con el abogado, para resolver la disputa. La Corte podrá revisar cualquier determinación realizada por el Administrador del Acuerdo sobre una Disputa de Semanas de Trabajo, y a su discreción, realizar la determinación final de la disputa.

Si actualmente es empleado de Safran, su decisión de participar o no en el Acuerdo no afectará o tendrá ningún tipo de impacto en su empleo, y Safran no tomará represalias en su contra de ninguna forma por elegir participar en el Acuerdo.

Oponerse al Acuerdo

Si desea oponerse al Acuerdo, puede presentar una Oposición por escrito y declarar por qué se opone al Acuerdo. La Oposición también debe estar firmada por usted e incluir su nombre completo, su dirección, su número de teléfono y los últimos cuatro dígitos de su número del Seguro Social. La Oposición debe enviarse por correo electrónico, correo o fax al Administrador del Acuerdo (cuya dirección se indica más abajo) y debe tener sello postal o ser transmitida antes del [REDACTED] del 2023, inclusive. Las Oposiciones que no se presenten a tiempo no serán tenidas en cuenta.

Además, o como alternativa a presentar una Oposición escrita, usted, o su abogado a su propio cargo, pueden asistir a la Audiencia de Homologación Definitiva para debatir sus oposiciones directamente con la Corte y las Partes. La Audiencia de Homologación Final está programada para del [REDACTED] del 2023 a la 2:00 p. m. en el Departamento CX101 de la Corte Superior del Condado de Orange - División Asuntos Complejos ubicado en 751 W. Santa Ana Blvd., Santa Ana CA 92701 La Audiencia de Homologación Definitiva podrá ser continuada en otra fecha sin brindar ninguna otra notificación.

SI SE OPONE AL ACUERDO, AÚN RECIBIRÁ SU PARTE DEL ACUERDO SI LA CORTE LO HOMOLOGA.

Excluirse del Acuerdo

Si desea excluirse del Acuerdo, debe enviar una solicitud por escrito para excluirse al Administrador del Acuerdo por correo electrónico, correo o fax a la dirección a continuación solicitando ser excluido del Acuerdo. Para que se considere válida, su solicitud de Exclusión debe estar firmada por usted e incluir su nombre, dirección, teléfono y los últimos cuatro dígitos de su número de Seguro Social. Su Exclusión también debe indicar claramente su deseo de ser excluido del Acuerdo. Para que se considere que fue presentada en tiempo y forma, la solicitud de Exclusión debe enviarse por correo electrónico, fax o tener sello postal antes del [REDACTED] del 2023, inclusive. Las solicitudes de Exclusión que no se presenten a tiempo no serán tenidas en cuenta.

Si presenta la solicitud de Exclusión completa en tiempo y forma, ya no será un miembro de la Clase y no será elegible para oponerse a los términos del Acuerdo o recibir dinero en virtud del Acuerdo, excepto por el pago del acuerdo asignado a las sanciones conforme a la PAGA. Salvo por la Exoneración de la PAGA, usted no estará obligado por los términos del Acuerdo y podrá presentar cualquier reclamo que tenga, a su exclusivo costo y cargo, contra Safran. Las personas que, por el contrario, se ajusten a la definición de los Miembros de la Clase que se excluyen de las clases y fueron empleados durante el Período de la PAGA, aún recibirán un pago por el importe de cada Pago estimado en virtud de la PAGA que incluyó el Administrador del Acuerdo por calcular el Importe del Reclamo, y aún estarán obligados por la exoneración de la PAGA.

Efecto del Acuerdo sobre sus derechos

Tras la homologación definitiva del acuerdo por parte de la Corte, todos los Miembros de la Clase (distintos a aquellos que enviaron una solicitud de exclusión válida), exonerarán de todos los reclamos en contra de Safran en el marco de la definición de “Partes Exoneradas”, como se establece en el Acuerdo de las partes. Los “Reclamos Exonerados” incluyen todos los reclamos conforme a la ley estatal o local, ya sean estatutarios, en virtud del *common law* o del derecho

administrativo, en derecho o conforme al sistema de *equity*, que todos los Miembros de la Clase tuvieron, tienen ahora o pudieran tener en el futuro en contra de las Partes Exoneradas por todo acto que haya ocurrido durante el Período de la Clase que surja de los hechos y reclamos alegados en la Demanda de Acción de Clase, como así también los reclamos que surgen de los hechos, asuntos y ocurrencias referidos en la Demanda de Acción de Clase que pudieron haberse alegado como reclamos separados, causas de acción, juicios u otras teorías de recursos. Los Reclamos Exonerados incluyen todo tipos de recursos disponibles para las teorías de recursos en la Acción, lo que incluye: (a) todos los reclamos por falta de pago de salarios mínimos y salarios regulares en virtud de los artículos 204, 1194, 1194.2 y 1997 del Código Laboral de California; (b) todos los reclamos por falta de pago de salarios por horas extra en virtud de los artículos 510 y 1994 del Código Laboral de California; (c) todos los reclamos por no suministrar períodos de comida oportunos y obligatorios en virtud de los artículos 226.7 y 512 del Código Laboral de California y la Orden Salarial de la IWC aplicable; (d) todos los reclamos por no suministrar los períodos de descanso obligatorios en virtud del artículo 226.7 del Código Laboral de California y la Orden Salarial de la IWC aplicable; (e) todos los reclamos por no suministrar talones de cheque detallados y precisos en virtud de los artículos 226 y 1174 del Código Laboral de California; (f) todos los reclamos por falta de pago de los salarios debidos al momento de la desvinculación o despido en virtud de los artículos 201, 202 y 203 del Código Laboral de California; (g) todos los reclamos por violación de los artículos 17200, *et seq.* de la Ley de Competencia Desleal del Código de Negocios y Profesiones de California, lo que incluye medidas judiciales de carácter restrictivo, prohibitivo o compulsivo; (h) daños liquidados; (i) intereses; (j) honorarios de abogados; y (k) costos de abogados. Los Reclamos Exonerados excluirán expresamente todos los demás reclamos, incluso reclamos por beneficios ganados, despido injusto, seguro por desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo y reclamos fuera del Período de la Clase.

Sin importar si se excluye del Acuerdo o no, exonerará todos los Reclamos Exonerados en virtud de la PAGA, como se define en el Acuerdo entre las partes. Estos incluyen todos los reclamos en virtud de la PAGA que surgen o se relacionan de los artículos 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 y 2802 del Código Laboral de California, y las Órdenes Salariales de la IWC, según se alega en la Notificación de la PAGA, la Notificación de la PAGA enmendada y la Demanda de Acción de Clase durante el Período de la PAGA. Los Reclamos Exonerados en virtud de la PAGA excluirán expresamente todos los demás reclamos, incluso reclamos por beneficios ganados, despido injusto, seguro por desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo y reclamos fuera del Período de la PAGA.

9. ¿Cómo se pagará a los Abogados de la Clase?

Se pagará a los abogados del Demandante, como Representante de la Clase, y a los Miembros de la Clase con fondos del Fondo Bruto del Acuerdo. Los abogados solicitan honorarios por 1/3 del Importe Bruto del Acuerdo, o \$1,818,333.33, al igual que el reembolso de sus costos, por un importe de hasta \$20,000. El Demandante también solicita un Aumento en el Pago para el Representante de la Clase de \$7,500.00 del Acuerdo por sus servicios como Representante de la Clase. Asimismo, las Partes acuerdan que se asignarán \$250,000.00 para resolver el reclamo en virtud de la PAGA, de los cuales \$187,500.00 se le pagarán a la LWDA y el remanente de \$62,500.00 se dividirá en partes iguales entre los Miembros Participantes en virtud de la PAGA, según las Semanas de Trabajo proporcionales durante el Período de la PAGA. El Administrador del Acuerdo estima que el costo de administración no excederá

\$18,000.00. Todos estos importes de deducirán del Importe Bruto del Acuerdo y el resto estará disponible para distribuirse entre los Miembros Participantes de la Clase y los Miembros Participantes en virtud de la PAGA.

SI NECESITAN MÁS INFORMACIÓN O TIENEN ALGUNA PREGUNTA, pueden contactar a los Abogados de la Clase; llamar al Administrador del Acuerdo al número de teléfono que se indica más abajo, gratuito; o visitar el sitio web del Administrador del Acuerdo, **[insertar información del sitio web]**, que incluirá documentos legales clave, incluso el Acuerdo y todas las Enmiendas, la Demanda Vigente, las Solicitudes de Homologación Preliminar y Definitiva, la orden de la Corte que conceda la Homologación Preliminar y Definitiva del Acuerdo y la Sentencia Final.

Contacto del Administrador del Acuerdo

Simpluris, Inc.

[DIRECCIÓN]

[TELÉFONO]

[NÚMERO DE FAX]

[SITIO WEB]

También podrá ver los documentos presentados en la Acción, en el Departamento de Archivo de la Corte Superior del Condado de Orange, Centro de Casos Civiles Complejos, ubicado en 751 West Santa Ana Blvd., Santa Ana, California, 92701 durante el horario regular de la Corte, de 8:00 a.m. a 4:00 p.m., de lunes a viernes, excepto los feriados de la Corte.

Se podrán examinar los registros del caso en línea en el sitio web de la Corte Superior del Condado de Orange, en [\[https://civilwebshopping.occourts.org/\]](https://civilwebshopping.occourts.org/). Una vez que lea el “Information Disclaimer” [Descargo de información] de la Corte y haga clic en “Accept Terms” [Aceptar los términos], ingrese el número de caso “01140831” y el año de presentación “2020,” confirme que no es un robot y haga clic en “search” [buscar] Los documentos presentados en este caso están detallados en el Registro de Acciones y puede que algunos estén disponibles para su revisión con un cargo mínimo.

NO CONTACTE NI LLAME POR TELÉFONO A LA CORTE, A SAFRAN O A SUS EMPLEADOS, NI AL ABOGADO DE SAFRAN PARA ASESORAMIENTO LEGAL O INFORMACIÓN SOBRE ESTE ACUERDO.

Por orden del Honorable Peter J. Wilson, juez de la Corte Superior del Condado de Orange.

THÔNG BÁO DÀN XẾP VỤ KIẾN TẬP THỂ

Vernell Battle, Jr. kiện Safran Cabin, Inc.
Tòa Thượng Thẩm California – Quận Cam
Vụ việc số 30-2020-01140831-CU-OE-CXC

NẾU QUÝ VỊ CÓ HỢP ĐỒNG LAO ĐỘNG VỚI SAFRAN CABIN, INC. Ở VỊ TRÍ LÀ NHÂN VIÊN LÀM THEO GIỜ, KHÔNG MIỄN TRỪ QUY ĐỊNH TRẢ TIỀN LÀM THÊM GIỜ TẠI BẤT KỲ THỜI ĐIỂM NÀO TỪ NGÀY 26 THÁNG 5 NĂM 2016 ĐẾN NGÀY 29 THÁNG 1 NĂM 2022

QUÝ VỊ CÓ QUYỀN NHẬN TIỀN TỪ THỎA THUẬN DÀN XẾP VỤ KIẾN TẬP THỂ VÀ ĐẠI DIỆN

Tòa án đã phê duyệt thông báo này. Đây không phải là một thư quảng cáo.

Quý vị không bị kiện. Tuy nhiên, quyền hợp pháp của quý vị bị ảnh hưởng cho dù quý vị có hành động hay không.

XIN VUI LÒNG ĐỌC THÔNG BÁO NÀY.¹

CÁC QUYỀN PHÁP LÝ VÀ LỰA CHỌN CỦA QUÝ VỊ TRONG VIỆC DÀN XẾP NÀY	
BAO GỒM NHỮNG ĐIỀU SAU ĐÂY:	
KHÔNG LÀM GÌ	Quý vị sẽ nhận được khoản thanh toán từ vụ Dàn xếp. Quý vị không cần thực hiện hành động nào để nhận được một phần của Thỏa thuận Dàn xếp này.
TỰ LOẠI TRỪ CHÍNH MÌNH	Quý vị sẽ không nhận được khoản thanh toán từ vụ Dàn xếp. ²
PHẢN ĐỐI	Nếu quý vị chọn, quý vị có thể phản đối Thỏa thuận Dàn xếp này. Tòa án có thể đồng ý hoặc không đồng ý với sự phản đối của quý vị. Việc phản đối Thỏa thuận Dàn xếp sẽ không loại trừ việc quý vị nhận được một phần của Thỏa thuận Dàn xếp.

THÔNG BÁO NÀY CÓ NỘI DUNG GÌ

- | | | | |
|----|---|-------|--|
| 1. | Tại sao Quý vị Nên Đọc Thông báo Này? | Trang | |
| 2. | Thỏa thuận Dàn xếp Vụ kiện Tập thể là gì? | Trang | |
| 3. | Vụ kiện về Vấn đề gì? | Trang | |
| 4. | Tôi Có thể Mong đợi Nhận được Bao nhiêu? | Trang | |
| 5. | Tại sao Safran lại Tham gia vào Thông báo Này? | Trang | |
| 6. | Ai Là Nguyên Đơn trong Vụ Kiện Tập Thể Này? | Trang | |
| 7. | Ai là Luật sư Đại diện cho các Bên? | Trang | |
| 8. | Tôi có những Quyền Gì? Quyền của Tôi sẽ bị Ảnh hưởng Như thế nào? | Trang | |
| 9. | Các Luật sư cho Tập thể sẽ được Trả Tiền Như thế nào? | Trang | |

¹ Bất kỳ thuật ngữ viết hoa nào ở đây mà không được định nghĩa cụ thể thì đều có cùng ý nghĩa như được quy định trong Quy định Chung về Vụ kiện Tập thể và Dàn xếp và Giải trừ PAGA của các bên có trong hồ sơ của Tòa án.

² Bất kể quý vị có tự loại mình khỏi Thỏa thuận Dàn xếp này hay không, nếu quý vị có hợp đồng lao động với Safran Cabin, Inc. trong Thời kỳ PAGA (ngày 28 tháng 4 năm 2019 đến ngày 29 tháng 1 năm 2022) thì quý vị vẫn sẽ nhận được một phần của khoản thanh toán để giải trừ khoản phạt của yêu cầu bồi thường theo Đạo luật Tổng quát về Luật sư Tư nhân, Bộ luật Lao động các phần 2698-2699.6 (Private Attorneys General Act - "PAGA").

1. Tại sao Quý vị Nên Đọc Thông báo Này?

Quý vị nhận được Thông báo này vì hồ sơ thể hiện rằng quý vị là thành viên thuộc tập thể dàn xếp được dàn xếp trong vụ kiện này.

Tập thể dàn xếp bao gồm tất cả những người có hợp đồng lao động với Safran Cabin, Inc. ở vị trí là nhân viên làm việc theo giờ, không miễn trừ quy định trả tiền làm thêm giờ từ ngày 26 tháng 5 năm 2016 đến ngày 29 tháng 1 năm 2022.

Thông báo này cho quý vị biết về các quyền của quý vị trong việc tham gia và có phần trong Thỏa thuận Dàn xếp. Đã có một buổi điều trần Phê duyệt Sơ bộ vào ngày XXX XX năm 2022, lúc sáng/chiều, tại Tòa Thượng Thẩm Quận Cam. Thẩm phán Peter J. Wilson chỉ quyết định rằng có đủ bằng chứng để cho thấy rằng thỏa thuận dàn xếp được đề xuất có thể công bằng, đầy đủ và hợp lý và quyết định cuối cùng về các vấn đề sẽ được đưa ra tại phiên điều trần phê chuẩn cuối cùng. Thẩm phán Peter J. Wilson cũng ra lệnh rằng quý vị phải nhận được Thông báo này.

Tòa án sẽ tổ chức Phiên điều trần Phê chuẩn Cuối cùng liên quan đến Thỏa thuận Dàn xếp được đề xuất vào ngày năm 2023, lúc sáng/chiều tại Department CX101, của Orange County Superior Court – Complex Division tọa lạc tại 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Phiên điều trần Phê duyệt Cuối cùng có thể được tiếp tục vào một ngày khác mà không cần thông báo thêm.

2. Thỏa thuận Dàn xếp Vụ kiện Tập thể là gì?

Tòa án phải phê chuẩn các điều khoản của Thỏa thuận Dàn xếp được mô tả ở đây là công bằng, đầy đủ và hợp lý đối với các Thành viên thuộc Tập thể. Thỏa thuận Dàn xếp sẽ ảnh hưởng đến tất cả các thành viên thuộc tập thể. Quý vị có thể nhận được tiền từ Thỏa thuận Dàn xếp Vụ kiện Tập thể và Đại diện. Thông báo này sẽ giải thích các điều khoản của Thỏa thuận Dàn xếp và số tiền quý vị có thể nhận được theo Thỏa thuận Dàn xếp.

3. Vụ kiện về Vấn đề gì?

Nguyên đơn Vernell Battle, Jr., người cũng đóng vai trò là Đại diện Tập thể (“Nguyên đơn”), cáo buộc rằng Safran Cabin, Inc. (“Safran”) đã vi phạm Safran của California do: (i) không trả lương tối thiểu và/hoặc lương thông thường cho tất cả số giờ làm việc; (ii) không trả lương làm thêm giờ; (iii) không cung cấp thời gian ăn uống theo quy định; (iv) không cung cấp thời gian nghỉ ngơi theo quy định; (v) không cung cấp bản sao kê tiền lương được chia thành từng khoản chính xác; (vi) không thanh toán kịp thời tất cả các khoản tiền lương còn nợ tại thời điểm chấm dứt hợp đồng lao động hoặc nghỉ việc; và (7) tham gia vào các hoạt động kinh doanh bất hợp pháp. Nguyên đơn cũng yêu cầu các hình phạt dân sự theo Đạo luật Tổng quát về Luật sư Tư nhân (Private Attorneys General Act - “PAGA”) như được quy định trong Bộ luật Lao động các phần 2698-2699.6, cho phép một người dân thường theo đuổi các hình phạt dân sự thay mặt cho Cơ quan Phát triển Lực lượng Lao động của Tiểu bang California (Labor Workforce Development Agency - “LWDA”) đối với các hành vi: (i) không trả tất cả tiền lương tối thiểu, thông thường và làm thêm giờ cho tất cả số giờ làm việc; (ii) không cung cấp thời gian ăn uống đúng giờ và đúng quy định; (iii) không cung cấp thời gian nghỉ giải lao đúng giờ và đúng quy định; (iv) không hoàn trả các chi phí công việc; (v) không cung cấp bản sao kê tiền lương được chia thành từng khoản chính xác; (vi) không trả lương đúng hạn trong và sau khi chấm dứt hợp đồng lao động; và (vii) không duy trì hồ sơ chính xác.

Safran phủ nhận những cáo buộc được nêu ra trong vụ kiện. Safran tin rằng họ không có trách nhiệm pháp lý đối với bất kỳ yêu cầu bồi thường nào của Nguyên đơn hoặc Thành viên Tập thể theo bất kỳ đạo luật, quy định về việc làm, thông luật hoặc nguyên lý công bằng nào.

Các Bên đã đạt được một Thỏa thuận Dàn xếp tùy thuộc vào sự phê chuẩn của Tòa án như được thể hiện trong Quy định Chung về Vụ kiện Tập thể và Thỏa thuận Dàn xếp và Giải trừ PAGA (“Dàn xếp” hoặc “Thỏa thuận Dàn xếp”). Luật sư của Tập thể tin rằng Thỏa thuận Dàn xếp là công bằng, hợp lý và đầy đủ, và phục vụ lợi ích tốt nhất của các Thành viên của Tập thể. Tương tự như vậy, Safran đã quyết định rằng việc dàn xếp là thuận lợi vì nó tránh được thời gian, rủi ro và chi phí của một vụ kiện kéo dài, và dàn xếp ngay lập tức giải quyết dứt điểm và hoàn toàn các khiếu nại đang chờ xử lý và có thể phát sinh. Khi dàn xếp vụ kiện này, Safran không công nhận, thừa nhận hoặc ngụ ý rằng họ đã làm bất cứ điều gì sai trái hoặc bất hợp pháp – và trên thực tế, Safran phủ nhận rõ ràng việc họ đã tham gia vào bất kỳ hành vi sai trái nào.

4. Tôi Có thể Mong đợi Nhận được Bao nhiêu?

Safran sẽ thanh toán tổng số tiền là \$5,455,000.00 (“Tổng Số tiền Dàn xếp”), bao gồm tất cả các khoản thanh toán dàn xếp cho Thành viên Tập thể, phí và chi phí luật sư, chi phí quản lý vụ Dàn xếp, khoản thanh toán cho LWDA theo PAGA và Thanh toán cho Đại diện Tập thể.

Mỗi Thành viên Tập thể Tham gia, như được định nghĩa trong Thỏa thuận Dàn xếp, sẽ nhận được khoảng \$ [redacted] cho mỗi Tuần làm việc đã làm việc trong Thời gian Tập thể. Một Tuần làm việc được định nghĩa trong Thỏa thuận Dàn xếp là bất kỳ tuần làm việc bình thường nào mà quý vị đã làm việc trong ít nhất một ngày dương lịch. Trong trường hợp Safran không có sẵn thông tin về số tuần đã làm việc do có những khoảng trống trong hồ sơ thời gian được lưu bằng phương thức điện tử hoặc giấy, Safran sẽ sử dụng thông tin tốt nhất hiện có của mình, bao gồm phép ngoại suy và ước tính nếu cần, để tính toán Tuần làm việc.

Thành viên Tập Thể: Hồ sơ của Safran cho biết quý vị đã làm việc khoảng [redacted] Tuần làm việc với tư cách là Thành viên Tập thể trong Thời gian Tập thể. Dựa trên những hồ sơ này, khoản thanh toán ước tính của quý vị với tư cách là Thành viên Tập thể Tham gia sẽ là \$ [redacted].

Thành viên PAGA: Hồ sơ của Safran cho biết quý vị đã làm việc khoảng [redacted] Tuần làm việc với tư cách là Thành viên PAGA trong Thời gian PAGA. Dựa trên những hồ sơ này, khoản thanh toán ước tính của quý vị với tư cách là Thành viên PAGA Tham gia sẽ là \$ [redacted].

Quý vị có trách nhiệm cập nhật địa chỉ hiện tại trong hồ sơ với Quản trị viên của Thỏa thuận Dàn xếp để đảm bảo nhận được khoản thanh toán của quý vị theo Thỏa thuận Dàn xếp.

5. Tại sao Safran lại Tham gia vào Thông báo Này?

Safran không thừa nhận bất kỳ khiếu nại nào bị cáo buộc trong vụ kiện và phủ nhận rằng họ nợ tiền bất kỳ khiếu nại nào trong vụ việc này. Safran đang dàn xếp vụ kiện như một sự thỏa hiệp. Safran bảo lưu quyền phản đối và tự biện hộ cho mình trước bất kỳ khiếu nại nào nếu, vì bất kỳ lý do gì, mà Thỏa thuận Dàn xếp không thành công. Hồ sơ Tòa án có các tài liệu của việc Dàn xếp với thêm thông tin về vụ kiện.

6. Ai Là Nguyên Đơn trong Vụ Kiện Tập Thể Đây?

Vernell Battle, Jr. là Nguyên đơn và Đại diện Tập thể trong vụ kiện Tập thể này. Ông ấy đang hành động nhân danh chính mình và nhân danh các thành viên khác trong tập thể.

7. Ai là Luật sư Đại diện cho các Bên?

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8. Tôi có những Quyền Gì? Quyền của Tôi sẽ bị Ảnh hưởng Như thế nào?

Luật sư của Tập thể, được Tòa án chỉ định và phê chuẩn chỉ để thực hiện các mục đích Dân xếp, sẽ đại diện cho quý vị.

Tham Gia vào vụ Dân Xếp

Theo Thỏa thuận Dân xếp, quý vị sẽ **tự động** nhận được khoản thanh toán theo thỏa thuận dân xếp trừ khi quý vị từ chối bằng cách thực hiện quy trình từ chối được nêu bên dưới.

Thông báo Dân xếp này cho biết tổng số Tuần làm việc quý vị đã làm việc cho Safran trong Thời gian Tập thể (như được mô tả ở trên). Khoản thanh toán dân xếp cá nhân của quý vị với tư cách là Thành viên Tập thể sẽ được dựa trên con số đó. Nếu quý vị tin rằng thông tin Tuần làm việc trong Thông báo này là chính xác thì quý vị không cần thực hiện thêm bất kỳ hành động nào để nhận được khoản thanh toán dân xếp của mình.

Nếu quý vị tin rằng thông tin Tuần làm việc được ghi ở trên là không chính xác, quý vị phải gửi đơn phản đối bằng văn bản về tuần làm việc, nêu rõ lý do tại sao quý vị tin rằng Tuần làm việc được liệt kê là không chính xác. Đơn phản đối về tuần làm việc phải được gửi qua email, qua đường bưu điện hoặc qua fax tới Quản trị viên của Thỏa thuận Dân xếp (có địa chỉ được liệt kê bên dưới) và phải được đóng dấu bưu điện hoặc gửi đi không muộn hơn **năm 2023**. Quý vị nên gửi tài liệu cho Quản trị viên của Thỏa thuận Dân xếp để chứng minh số Tuần làm việc mà quý vị cho rằng mình đã làm việc trong Giai đoạn Tập thể. Nếu có sự phản đối về Số tuần làm việc mà quý vị đã làm việc, Quản trị viên của Thỏa thuận Dân xếp sẽ xem xét hồ sơ, tham vấn ý kiến của luật sư, để giải quyết bất đồng. Tòa án có thể xem xét bất kỳ quyết định nào của Quản trị viên của Thỏa thuận Dân xếp liên quan đến Đơn Phản đối Tuần làm việc và theo quyết định riêng của mình, đưa ra quyết định cuối cùng cho bất kỳ sự bất đồng nào.

Nếu quý vị hiện là nhân viên của Safran, quyết định của quý vị về việc có tham gia Thỏa thuận Dàn xếp này hay không sẽ không ảnh hưởng hoặc gây tác động theo bất kỳ cách nào đến việc làm của quý vị và Safran sẽ không trả đũa quý vị theo bất kỳ cách nào vì quý vị đã chọn tham gia Thỏa thuận Dàn xếp.

Phản đối việc Dàn xếp

Nếu quý vị muốn Phản đối Thỏa thuận Dàn xếp, quý vị phải gửi một đơn Phản đối bằng văn bản nêu rõ lý do tại sao quý vị phản đối Thỏa thuận Dàn xếp. Đơn Phản đối phải có chữ ký của quý vị và bao gồm tên đầy đủ, địa chỉ, số điện thoại và bốn chữ số cuối của số An sinh Xã hội của quý vị. Đơn phản đối phải được gửi qua email, qua đường bưu điện hoặc qua fax tới Quản trị viên của Thỏa thuận Dàn xếp (có địa chỉ được liệt kê bên dưới) và phải được đóng dấu bưu điện hoặc gửi đi không muộn hơn [REDACTED] năm 2023. Đơn Phản đối muộn sẽ không được xem xét.

Ngoài ra, hoặc để thay cho việc gửi đơn Phản đối bằng văn bản, quý vị hoặc luật sư quý vị tự bỏ tiền ra thuê, có thể tham dự Phiên điều trần Phê chuẩn Cuối cùng để thảo luận trực tiếp về các vấn đề quý vị phản đối với Tòa án và các Bên. Phiên điều trần Phê chuẩn Cuối cùng được ấn định vào ngày _____ năm 2023 lúc 2:00 chiều tại Department CX101 của Orange County Superior Court – Complex Division tại địa chỉ 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Phiên điều trần Phê duyệt Cuối cùng có thể được tiếp tục vào một ngày khác mà không cần thông báo thêm.

NẾU QUÝ VỊ PHẢN ĐỐI THỎA THUẬN DÀN XẾP, QUÝ VỊ VẪN SẼ NHẬN ĐƯỢC PHẢN CỦA QUÝ VỊ TRONG THỎA THUẬN DÀN XẾP NẾU TÒA ÁN PHÊ CHUẨN THỎA THUẬN DÀN XẾP.

Từ chối Tham gia Thỏa thuận Dàn xếp

Nếu quý vị muốn từ chối tham gia Thỏa thuận Dàn xếp, quý vị phải gửi yêu cầu Từ chối bằng văn bản cho Quản trị viên của Thỏa thuận Dàn xếp qua e-mail, qua đường bưu điện hoặc qua fax tới địa chỉ bên dưới để yêu cầu được loại trừ khỏi Thỏa thuận Dàn xếp. Để được coi là hợp lệ, yêu cầu Từ chối tham gia của quý vị phải có chữ ký của quý vị và có tên, địa chỉ, số điện thoại và bốn chữ số cuối trong số An sinh xã hội của quý vị. Yêu cầu Từ chối của quý vị cũng phải nêu rõ quý vị muốn được loại trừ khỏi Thỏa thuận Dàn xếp. Để được xem xét kịp thời, yêu cầu Từ chối của quý vị phải được gửi qua e-mail, fax hoặc đóng dấu bưu điện không muộn hơn [REDACTED] năm 2023. Yêu cầu Từ chối muộn sẽ không được xem xét.

Nếu quý vị gửi đúng thời hạn một yêu cầu Từ chối tham gia đầy đủ và hợp lệ, quý vị sẽ không còn là thành viên của Tập thể và quý vị sẽ không đủ điều kiện để phản đối các điều khoản của Thỏa thuận Dàn xếp hoặc nhận được tiền theo Thỏa thuận Dàn xếp ngoại trừ phần của thỏa thuận dàn xếp được phân bổ cho các khoản thanh toán tiền phạt PAGA. Ngoại trừ việc Miễn trừ PAGA, quý vị sẽ không bị ràng buộc bởi các điều khoản của Thỏa thuận Dàn xếp và có thể theo đuổi bất kỳ khiếu nại hợp lệ nào mà quý vị có thể có, mà quý vị tự trả chi phí, đối với Safran. Mặt khác, các cá nhân đáp ứng định nghĩa về Thành viên Tập thể mà tự loại trừ bản thân khỏi các tập thể theo và có hợp đồng lao động trong Thời gian PAGA sẽ vẫn nhận được khoản thanh toán cho số tiền của phần chia được ước tính của mỗi cá nhân đó của Khoản thanh toán PAGA mà đã được Quản trị viên của Thỏa thuận Dàn xếp đưa vào khi tính toán Số tiền Bồi thường và sẽ vẫn bị ràng buộc bởi bản miễn trừ PAGA.

Ảnh hưởng của Thỏa thuận Dàn xếp đối với Quyền của Quý vị

Sau khi có sự phê chuẩn cuối cùng về thỏa thuận dàn xếp của Tòa án, tất cả các Thành viên Tập thể (trừ những người gửi yêu cầu từ chối/yêu cầu loại trừ hợp lệ), sẽ hủy bỏ tất cả các khiếu nại chống lại Safran theo định nghĩa về “Các Khiếu nại đã được Hủy bỏ,” như được quy định trong Thỏa thuận Dàn xếp của các bên. “Các Khiếu nại đã được Hủy bỏ” bao gồm tất cả các khiếu nại theo luật của tiểu bang hoặc địa phương, cho dù theo luật định, thông luật hoặc luật hành chính, cho dù theo luật pháp hoặc luật công bằng, mà tất cả các Thành viên Tập thể đã có, hiện có hoặc có thể có

trong tương lai đối với các Bên được Miễn trừ vì bất kỳ hành vi nào xảy ra trong Thời gian Tập thể mà phát sinh từ các dữ kiện và khiếu nại bị cáo buộc trong Khiếu nại Vụ kiện Tập thể, cũng như các khiếu nại phát sinh từ các dữ kiện, vấn đề và sự kiện được đề cập trong Khiếu nại Vụ kiện Tập thể mà có thể được coi là khiếu nại riêng biệt, nguyên nhân khởi kiện, vụ kiện cáo hoặc các nguyên lý đền bù khác. Các Khiếu nại đã được Hủy bỏ bao gồm tất cả các loại hình đền bù hiện có cho các nguyên lý đền bù trong Vụ kiện, bao gồm: (a) tất cả các khiếu nại do không trả lương tối thiểu và lương thông thường theo Bộ luật Lao động Cal. §§ 204, 1194, 1194.2 và 1997; (b) tất cả các khiếu nại về việc không trả lương làm thêm giờ theo Bộ luật Lao động Cal. §§ 510 và 1994; (c) tất cả các khiếu nại về việc không cung cấp thời gian ăn uống đúng giờ và bắt buộc theo Bộ luật Lao động Cal. §§ 226.7 và 512 và Quy định về Việc làm hiện hành của IWC; (d) tất cả các khiếu nại về việc không cung cấp thời gian nghỉ giải lao bắt buộc theo Bộ luật Lao động Cal. § 226.7 và Quy định về Việc làm hiện hành của IWC; (e) tất cả các khiếu nại về việc không cung cấp bảng sao kê tiền lương được chia thành từng khoản chính xác theo Bộ Luật Lao Động Cal. §§ 226 và 1174; (f) tất cả các khiếu nại về việc không trả lương còn nợ khi chấm dứt hợp đồng hoặc nghỉ việc theo Bộ luật Lao động Cal. §§ 201, 202 và 203; (g) tất cả các khiếu nại về hành vi vi phạm Luật Cạnh tranh Không lành mạnh, Bộ luật Kinh doanh & Nghề nghiệp Cal. §§ 17200, và các phần tiếp theo, bao gồm các biện pháp đền bù theo lệnh; (h) tổn thất do vi phạm thỏa thuận; (i) tiền lãi; (j) phí luật sư; và (k) chi phí luật sư. Các Khiếu nại đã được Hủy bỏ sẽ loại trừ tất cả các khiếu nại khác, bao gồm các khiếu nại về quyền lợi được hưởng, chấm dứt hợp đồng theo cách vô lý, bảo hiểm thất nghiệp, khuyết tật, an sinh xã hội, bồi thường cho người lao động và các khiếu nại ngoài Thời gian Tập thể.

Bất kể quý vị có tự loại trừ mình khỏi Thỏa thuận Dàn xếp hay không, quý vị sẽ miễn trừ tất cả các Khiếu nại PAGA được hủy bỏ, như được định nghĩa trong Thỏa thuận Dàn xếp của các bên. Chúng bao gồm tất cả các khiếu nại về PAGA phát sinh từ hoặc liên quan đến Bộ luật Lao động California các phần 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 và 2802, và Quy định về Việc làm IWC, như đã cam kết trong Thông báo PAGA, Thông báo PAGA sửa đổi và Khiếu nại Vụ kiện Tập thể, trong Thời gian PAGA. Các Khiếu nại PAGA đã được Hủy bỏ sẽ loại trừ tất cả các khiếu nại khác, bao gồm các khiếu nại về quyền lợi được hưởng, chấm dứt hợp đồng theo cách vô lý, bảo hiểm thất nghiệp, khuyết tật, an sinh xã hội, bồi thường cho người lao động và các khiếu nại ngoài Thời gian PAGA.

9. Các Luật sư cho Tập thể sẽ được Trả Tiền Như thế nào?

Các luật sư của Nguyên đơn, với tư cách là Đại diện Tập thể, và các Thành viên Tập thể sẽ được thanh toán từ Tổng Số tiền Dàn xếp. Các luật sư đang yêu cầu phí với số tiền bằng 1/3 Tổng Số tiền Dàn xếp, tức là \$1,818,333.33, cũng như hoàn trả chi phí của họ, với số tiền tối đa là \$20,000. Nguyên đơn cũng đang yêu cầu Tiền công cho Đại diện Tập thể là \$7,500.00 cho Nguyên đơn từ Thỏa thuận Dàn xếp cho công sức của bà ấy với tư cách là Đại diện Tập thể. Tương tự như vậy, các Bên đã đồng ý rằng \$250,000.00 sẽ được phân bổ để dàn xếp khiếu nại PAGA, với \$187,500.00 sẽ được trả cho LWDA và \$62,500.00 còn lại sẽ được phân bổ cho các Thành viên tham gia PAGA dựa trên Tuần làm việc tương ứng của họ trong Thời gian PAGA. Quản trị viên của Thỏa thuận Dàn xếp ước tính rằng chi phí quản lý sẽ không vượt quá \$18,000.00. Tất cả số tiền này sẽ được khấu trừ từ Tổng Số tiền Dàn xếp, phần còn lại được dành để phân bổ cho các Thành viên Tập thể tham gia và Thành viên PAGA tham gia.

NẾU QUÝ VỊ CẦN THÊM THÔNG TIN HOẶC CÓ BẤT KỲ CÂU HỎI NÀO, quý vị có thể liên hệ với Luật sư của Tập thể; gọi cho Quản trị viên của Thỏa thuận Dân xếp theo số điện thoại được liệt kê bên dưới, miễn phí; hoặc truy cập trang web của Quản trị viên của Thỏa thuận Dân xếp, [insert website information], ở đây sẽ có các tài liệu pháp lý quan trọng bao gồm Thỏa thuận Dân xếp và tất cả các Sửa đổi, Khiếu nại có Hiệu lực, Kiến nghị Phê chuẩn Sơ bộ và Cuối cùng, lệnh của Tòa án nêu Phê chuẩn Sơ bộ và Phê chuẩn Cuối cùng của Thỏa thuận Dân xếp, và Phán quyết Cuối cùng.

Thông tin Liên hệ của Quản trị viên của Thỏa thuận Dân xếp

Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[FAX NUMBER]

[WEBSITE]

Quý vị cũng có thể xem tất cả các giấy tờ được nộp trong Vụ kiện, tại Filing Department thuộc Orange County Superior Court, Civil Complex Center tại địa chỉ 751 West Santa Ana Blvd., Santa Ana, California, 92701 trong giờ làm việc của Tòa án , 8:00 sáng và 4:00 chiều, Thứ Hai đến Thứ Sáu, trừ ngày nghỉ của Tòa án.

Hồ sơ vụ án có thể được xem trực tuyến trên trang web của Tòa Thượng Thẩm Quận Cam, tại [\[https://civilwebshopping.occourts.org/\]](https://civilwebshopping.occourts.org/). Sau khi quý vị đã đọc “Tuyên bố Miễn trừ Trách nhiệm về Thông tin” (“Information Disclaimer”) của Tòa án và nhấp vào “Chấp nhận Điều khoản” (“Accept Terms”), nhập mã số của vụ kiện “01140831” và ô ghi năm “2020”, xác nhận quý vị không phải là người máy và nhấp vào “tìm kiếm” (“search”). Các tài liệu được nộp trong vụ việc này được liệt kê trong Sổ ghi Vụ án (Register of Actions), có thể xem nhiều tài liệu với một khoản phí tối thiểu.

VUI LÒNG KHÔNG LIÊN HỆ HOẶC GỌI ĐIỆN CHO TÒA ÁN, SAFRAN HOẶC NHÂN VIÊN HOẶC LUẬT SƯ CỦA SAFRAN ĐỂ ĐƯỢC TƯ VẤN PHÁP LÝ HOẶC ĐỂ HỎI THÔNG TIN VỀ THỎA THUẬN DÂN XẾP NÀY.

Theo Lệnh của Tòa Thượng Thẩm Quận Cam, Thẩm phán Peter J. Wilson.