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SUPERIOR COURT OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO

HOLLY LA LUZ, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

VOXELMAPS, INC., a Delaware corporation;
TECH MAHINDRA (AMERICAS), INC.;
PETER ATALLA, an individual; and DOES
1-50, inclusive,

Defendants.

Case No.: CGC-20-584129

**DECLARATION OF PATRICK R.
KITCHIN IN SUPPORT OF MOTION
FOR CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 18, 2021

Time: 9:30 a.m.

Dept: 302

Hon. Judge: Judge Ethan P. Schulman

Complaint Filed: April 2, 2020

First Amend. Complaint Filed: July 29, 2020

I, Patrick R. Kitchin, declare as follows:

1. I am a member in good standing of the State Bar of California and am the founder and president of Kitchin Legal, APC, an employment law firm in Oakland, California. I am counsel to Holly La Luz and the proposed settlement class ("Class" or "Class Members"¹). I make this declaration in support of Plaintiff's motion for conditional certification of settlement

¹ I am using terms relating to the Class and the Settlement as defined in the parties' settlement agreement.

1 class and preliminary approval of class action settlement. I have personal knowledge of the
2 facts set forth in this declaration, except as to those matters expressed as opinions.

3 Legal Education and General Background

4 2. I am a 1992 graduate of The University of Michigan Law School. I have practiced
5 law in California since December 1992. Between September 1992 and March 1999, I worked
6 as a litigation associate for Stutz, Gallagher, Artiano, Shinoff & Holtz (San Diego, 1992-1995),
7 Hovey & Kirby (San Diego, 1995-1997), and Sedgwick, Detert, Moran & Arnold (San
8 Francisco 1997-1999).

9 3. In 1999 I formed The Law Office of Patrick R. Kitchin in San Francisco, California.
10 In 2013 I incorporated my law practice and renamed the firm, Kitchin Legal, APC. Since
11 approximately 2003, my practice has focused primarily on wage and hour matters, including
12 the prosecution of wage and hour class actions and Labor Code Private Attorneys General Act
13 (“PAGA”) representative actions. During the course of the instant litigation, I have been the
14 sole attorney employed by Kitchin Legal, APC.

15 4. I am a member of the Alameda County (ACBA) Bar Association. I served on the
16 ACBA Labor and Employment Section Executive Committee from 2008 through 2014,
17 including as committee chairperson (2014). I rejoined the Executive Committee this year.

18 5. I have provided continuing legal education seminars for attorneys and other
19 employment law professionals, including human resource managers and wage economists
20 addressing, *inter alia*, the PAGA, the calculation of wage and hour damages and penalties, wage
21 and hour class action trial practice, the misclassification of employees, meal and rest period
22 requirements, employee leave laws, and class action settlement negotiation methods and
23 strategies.

24 6. I also write articles on employment issues for the general public, including through
25 various online human resource sites such as *Workplace Fairness*, a Washington, D.C. not-for-

1 profit organization, dedicated to providing “information, education, and assistance to individual
2 workers and their advocates nationwide.” (www.workplacefairness.org)

3 7. In addition to prosecuting a wide range of wage and hour cases on behalf of
4 employees, I advise small to mid-sized employers regarding California and federal wage and
5 hour laws.

6 8. Finally, I defend employers in individual, class and representative wage and hour
7 matters brought by employees and governmental agencies (including the U.S. Department of
8 Labor and the California Employment Development Department).

9 Wage and Hour, Class Action and PAGA Experience

10 9. I have prosecuted and defended cases involving a wide range of alleged wage and
11 hour violations, including meal and rest period violations, minimum and overtime wage
12 violations, violations of Chapter 12R of the San Francisco Administrative Code, recordkeeping
13 violations, failure to pay commissions and bonuses, failure to reimburse expenses, tip-sharing
14 violations, misclassification for payroll purposes and off-the-clock work.

15 10. I also have substantial experience prosecuting and resolving employment class
16 actions and serving as a private attorney general under the PAGA, including serving as lead
17 counsel in the following actions:

18 a. *Toni Young v. Polo Ralph Lauren Corporation, et al.*, U.S. Dist. Northern District
19 CA Case No. C02-4546 VRW: Approved Settlement \$1.5 million.

20 b. *Robert Boleyn v. The Gap, et al.*, Case Number CGC-03-417075: Approved
21 Settlement \$1.8 million.

22 c. *Charissa Villanueva v. Chico's, Fas, Inc.*, San Francisco Superior Court Case No.
23 CGC-03-420380: Approved Settlement \$800,000.

24 d. *Bhatnagar, et al. v. Catalina Restaurant Group, Inc.* Alameda County Superior
25 Court Case No. RG05224331: Approved Settlement \$225,000.

- e. *Otsuka v. Polo Ralph Lauren Corporation*, San Francisco Superior Court, Case No. CGC-06-452655: \$4 million settlement during trial in Northern District.
- f. *Leskie v. Chopbar LLC*, Case No. RG13679017, Approved Settlement.
- g. *Costas v. BMW of North America*, San Francisco Superior Court Case No. CGC-15-545541: Approved Settlement \$150,000.
- h. *Valdivia, et al. v. DiPietro Todd, et al.* San Francisco Superior Court Case Number: CGC16551342: Approved Settlement \$1,000,000.
- i. *Saroa v. Liberty Trucking Company*, Alameda County Superior Court Case Number RG18902111: Represented Defendants.

11. In each of these class actions, including the instant one, I played a significant role in the factual investigation of class-wide claims, the analysis of class-wide damages, drafting pleadings and motions, working with the representative class plaintiffs and in representing the plaintiffs and the classes at court hearings.

12. I am also currently prosecuting one employment class action in Ventura County Superior Court, *O'Connor v. Fergusson SM, Inc.* Case Number 56-2020-00543357-CU-OE-VTA, and represent the defendants in another employment class action pending in the Complex Litigation Department of the San Francisco Superior Court, *Tsernoh v. CardinalHire, Inc.*, Case Number CGC-20-585613.

History of the Case

13. In March 2020, Plaintiff Holly La Luz retained my office to investigate and potentially prosecute claims against Defendant VoxelMaps arising out of what she believed to be a misclassification of her employment status in 2019 when she was engaged on a short-term project as a data collector for the company.

14. After reviewing the claims and evidence presented by my client, I prepared, filed and served a class action complaint on two companies (VoxelMaps, Inc. And Tech Mahindra (Americas, Inc.) and one individual (Peter Atalla, the CEO and founder of VoxelMaps). My

1 office filed the complaint on April 2, 2020. On April 8, 2020, I filed a notice online with the
2 California Labor and Workforce Development Agency on behalf of Ms. La Luz and other
3 allegedly aggrieved misclassified employees of Defendants.

4 15. On August 28, 2020, VoxelMaps answered Plaintiff's complaint. On September 18,
5 2020, Tech Mahindra (Americas), Inc. answered Plaintiff's complaint.

6 16. On July 28, 2020, my process server sub-served Defendant Peter Atalla with the
7 summons and complaint at his residence in San Francisco, an address he also lists as the office
8 of the agent for service of process with the California Secretary of State. (See, proof of service
9 filed on July 30, 2020.) VoxelMaps' counsels, who also represent Peter Atalla have challenged
10 the effectiveness of the service and he has not yet appeared in this action. Based on an
11 agreement to mediate the claims with Atalla's attorneys, I have not yet taken Atalla's default.

12 17. On July 27, 2020, after more than 63 days had passed since I filed the LWDA PAGA
13 notice, my office file an ex parte application to amend the complaint to add a claim under the
14 PAGA. Though VoxelMaps opposed the request, the Court granted permission for Plaintiff to
15 file the first amended complaint on July 27, 2020.

16 18. VoxelMaps, Inc. and Tech Mahindra (Americas), Inc. filed timely answers to the
17 first amended complaint.

18 19. By the time Peter Atalla's responsive pleading was due, Plaintiff and the company
19 defendants had entered into settlement discussions. I agreed not to immediately take the default
20 of Atalla if the parties were able to come to an agreement through mediation.

21 Investigation and Discovery

22 20. I personally prepared and served two sets of special interrogatories, two sets of
23 requests for production and form interrogatories on VoxelMaps in June 2019, seeking
24 information about my client and the putative class. I also prepared and served a set of written
25 discovery on Tech Mahindra (Americas), Inc. in August 2020.

21. After receiving untimely and inadequate responses to discovery from VoxelMaps, I engaged in an extensive meet and confer process that ultimately resulted in the production of additional information sufficient to evaluate issues relating to liability and the composition of the class.

22. During this same time, I was engaged in discussions with the Defendants' attorneys regarding the involvement of Tech Mahindra in the project on which Plaintiff and others worked. After several conversations and written exchanges with counsels to both company defendants, VoxelMaps and Tech Mahindra provided me with sworn declarations from company witnesses attesting that Tech Mahindra was not involved in the selection or hiring of data collectors, the training of data collectors, the supervision of data collectors, or the payment of wages to data collectors. These declarations also stated that Defendants had never engaged in any other data collections in California using independent contractors. Based on these declarations, I informed Tech Mahindra that I would ask the Court to dismiss the company from the action without prejudice when and if the Court grants preliminary approval of the Settlement.

23. In October 2020, Plaintiff and VoxelMaps entered into an agreement to suspend formal discovery, including depositions, and to engage in the informal exchange of class-wide data and mediate the case with Michael Loeb of JAMS.

24. At that time, Plaintiff and VoxelMaps also agreed to delay the procedural fight over whether Atalla had been properly served with the pleadings, with each party reserving their right to file a default or a motion to quash service after mediation if the case did not resolve.

Mediation and Data Production

25. VoxelMaps produced class-wide timekeeping and wage data pursuant to the mediation privilege (Evidence Code §§ 1115, et seq.), redacted of identifying information on 53 individuals, including Ms. La Luz. Those data permitted Plaintiff's expert consultant to analyze the extent to which any class member worked overtime hours, the number and lengths

1 of all class members' shifts, the number of workweeks and pay periods, the taking and timing
2 of meal periods, and the amount of wages paid. According to records produced by VoxelMaps
3 prior to mediation, Collectors worked a wide range of hours. Some worked straight through
4 each day, while others worked a more sporadic and interrupted schedule.

5 26. By the date of mediation, I had confirmed that all Data Collectors were retained
6 under the terms of the same form contract, and had engaged in the same kind of work that
7 Plaintiff had performed. I was able to work with an experienced wage and hour statistician I
8 have used in previous class action cases to develop a model of damages and penalties for all of
9 the Data Collectors.

10 27. On December 15, 2020, the parties participated in a full day of mediation with
11 Michael Loeb that resulted in the execution of a memorandum of understanding setting out the
12 material terms of the agreement and made binding under Evidence Code § 664.6.

13 28. Following mediation, the parties spent substantial time negotiating the long-form
14 agreement submitted as Exhibit A to this declaration. This further negotiation included re-
15 engaging Michal Loeb to help the parties conclude the proposed settlement.

16 How Plaintiff Valued the Claims at Mediation

17 29. The model of damages and penalties we developed is based on timekeeping records
18 for every day the Class Members worked. The records show start times and stop times for each
19 worker. Some Class Members' timekeeping records also show meal periods taken during
20 workdays. We knew from payroll records produced by VoxelMaps and from discovery
21 responses that each person was paid the same hourly rate: \$18.50.

22 30. Based on these data, our expert consultant applied the principles set out in Exhibit
23 B to this declaration to estimate the maximum potential recovery for damages, statutory
24 penalties and civil penalties under the PAGA. The maximum recovery of damages and
25 penalties was \$156,348. This amount assumed the Class would prevail at full value on every
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1 claim. We calculated the full value of PAGA penalties, treating each violation as an initial
2 violation.

3 31. We also developed several PAGA penalty models that assigned different values to
4 Plaintiff's Labor Code § 226.8 penalty claim (from \$0 to \$15,000 per misclassified employee
5 in the Class). Labor Code § 226.8 requires proof of willful misclassification, defined as
6 "avoiding employee status for an individual by voluntarily and knowingly misclassifying that
7 individual as an independent contractor." (See, subsection (i)(4)) Ultimately, we decided to
8 base settlement negotiations on assigning full value to every PAGA penalty claim and to assign
9 zero value to the Labor Code § 226.8 civil penalty.

10 Counsel's Evaluation of the Claims

11 32. Based on my experience, my understanding of the applicable law and my knowledge of
12 the facts of my client's case, I evaluated her claims as follows:

13 a. Misclassification: Based on my client's description of her work, the training she
14 underwent and the control over her daily activities, and the widely-advertised description of
15 VoxelMaps' course of business, I am confident in her claim that she was misclassified under
16 California law. Based on VoxelMaps' confirmations in discovery responses that all Data
17 Collectors were subject to the same treatment and conditions of work, I am also confident that
18 all members of the Class were misclassified as independent contractors. The ABC Test set out
19 in *Dynamex Operations v. Superior Court* (2018) 4 Cal. 5th 903 ("*Dynamex*") will apply to all
20 of Plaintiff's individual, class and representative claims. VoxelMaps would not be able to
21 satisfy any part of the ABC Test. VoxelMaps' managers maintained substantial control over
22 all significant aspects of the work (subpart A). The work performed was within the usual course
23 of VoxelMaps' business (subpart B). Plaintiff and the Class were not engaged in an
24 independently established trade taking photos of inanimate objects with iPhones (Subpart C).
25 Plaintiff, for example, is a yoga instructor who was interested in earning extra money on a short-
26 term project. (La Luz Decl., ¶ 2)

1 b. Meal and rest periods: Plaintiff did not take regular meal or rest breaks while
2 working in the field because she felt pressured from her managers at VoxelMaps to complete
3 as many photographs as possible each shift. Plaintiff estimates the full potential value of these
4 claims is \$18,278, based on the assumption that every Class member missed a rest period during
5 any shift that lasted more than 3.5 hours and missed a missed a meal period when they worked
6 over 6.0 hours without record of clocking out for a meal period. VoxelMaps disputes these
7 claims. It points out that all Collectors worked on their own at their personally chosen locations,
8 and had free reign to take as many breaks as they wanted. VoxelMaps argues that these claims
9 would require individual proof and make class treatment improper.

10 c. Expense reimbursement claim

11 This is a strong claim. It would be difficult and expensive to prove up on a class basis,
12 however. First, it would be burdensome to obtain evidence of the exact value of the expenses
13 from each class member. How many miles did class members drive in their own vehicles?
14 How much was incurred taking public transportation? What was the cost of cellular and home
15 internet service, and how should those expenses be allocated between work use and personal
16 use?

17 For mediation and settlement purposes, we estimated the reasonable value of this
18 claim to be \$16,170 based on a model we developed based on Ms. La Luz's personal experience.
19 (See Exhibit B.) I believe this approach generated a reasonable estimate of likely expenses
20 incurred.

21 d. Plaintiff's overtime claim

22 VoxelMaps' payroll records confirm that some Data Collectors did not receive
23 overtime compensation when they worked overtime hours. Plaintiff was one of the Class
24 Members who worked overtime but was never paid overtime wages. This also is a strong claim
25 with a relatively low class-wide value: \$5,798.61.

1 e. Plaintiff's waiting time penalties claim

2 If Plaintiff prevailed on her unpaid overtime wage claims, then she would be in a
3 relatively strong position to obtain waiting time penalties under Labor Code § 203. According
4 to VoxelMaps' discovery responses, the decision to classify the workers as independent
5 contractors was based on VoxelMaps' belief that by permitting the Class members to control
6 their own work time, including where they performed work, Class members were properly
7 classified as independent contractors. While I believe Plaintiff would be able to overcome
8 VoxelMaps' defenses with respect to classification, a decision that VoxelMaps' failure to pay
9 was not willful would jeopardize the full value of this claim: \$122,671.65.

10 f. Plaintiff's recordkeeping penalty claim

11 If Plaintiff prevails on her misclassification claim then Class Members would be
12 entitled to recordkeeping penalties under Labor Code § 226(e)(1), which we calculated to be
13 \$12,200 class wide. The payment of wages was not accompanied by a compliant paystub. Most
14 of the payments were simply made by direct deposit to class members' bank accounts with no
15 paystub whatsoever.

16 g. Civil penalties under the PAGA²

17 The PAGA penalties Plaintiff seeks in this action are based on the same set of facts
18 described above and in Ms. La Luz's declaration. The Court has discretion to limit or lower
19 the penalties, however, "if, based on the facts and circumstances of the particular case, to do
20 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."
21 Labor Code §2699(e)(2)

22 The proposed settlement assigns \$7,500.00 to PAGA civil penalties based on the
23 following rationale.

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² Plaintiffs served a copy of the settlement agreement and this motion on the LWDA. See Plaintiff's proof of service of this motion.

1 First, the primary purpose of the PAGA “is to advance the state’s policy of vigorously
2 enforcing minimum labor standards.” (Attached as Exhibit C is a true and correct copy of the
3 California LWDA’s *Comments on Proposed PAGA Settlement*, filed by the California
4 Department of Industrial Relations in *O’Connor v. Uber Technologies, Et al*, U.S. Dist. Ct. for
5 the Northern District of California, case no. 13-cv-03826-EMC (7/29/2016), page 1:22-27).

6 Second, the proposed settlement viewed as a whole and with respect to the proposed
7 PAGA distribution specifically, is “genuine and meaningful, consistent with the underlying
8 purpose of the statute to benefit the public.” *Id.*, at p. 2:26-27.

9 Third, in *O’Connor v. Uber, supra*, the LWDA explained that the “PAGA sum need not
10 necessarily be viewed through the same lens as the relief obtained by absent class members on
11 their other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not
12 necessarily equal the percentage of recovery on the other claims.” *Id.*, at p. 3:10-14 The
13 settlement must be viewed as a whole.

14 Fourth, as counsel to Plaintiff and the proposed Settlement Class, the decision to
15 designate a significantly higher amount of the Net Settlement Amount (“NSA”) to unpaid
16 wages, statutory penalties and interest is reasonable under the law and the facts in light of the
17 goals of the PAGA, and it is entirely consistent with my duties to the Class and to California as
18 counsel of record.

19 Fifth, the LWDA recognizes that the courts of California do not evaluate PAGA
20 penalties in isolation when PAGA claims are part of wage and hour class litigation, but, rather,
21 evaluate settlements as a whole “with primary consideration for the interests of the absent class
22 members.” *Id.*, at p. 4:18

23 For each of these reasons, it is my opinion that the allocation of \$7,500 to PAGA
24 penalties is appropriate in this case.

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I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. This declaration was made in Oakland, California on February 17, 2021.

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EXHIBIT A

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VOXELMAPS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

HOLLY LA LUZ, an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

VOXELMAPS, INC., a Delaware corporation;
TECH MAHINDRA (AMERICAS), INC., a
New Jersey corporation; PETER ATALLA, an
individual; and DOES 1-50, inclusive,

Defendants.

CASE NO. CGC-20-584129
Assigned to Honorable Garrett L. Wong
Department: 610

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

Complaint Filed: April 2, 2020

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Holly La Luz (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated (the “Class Members”), and Defendant VoxelMaps, Inc. (“VoxelMaps”) (collectively with Plaintiff, the “Parties”).

1 Plaintiff will ask the Court to dismiss Defendant Tech Mahindra (Americas), Inc. without
2 prejudice as part of her motion for preliminary approval of the Settlement and will ask the Court
3 dismiss Tech Mahindra (Americas), Inc. with prejudice upon the issuance of an order granting
4 final approval of the Settlement. Plaintiff also will ask the Court dismiss Defendant Peter Atalla
5 (“Atalla”) without prejudice as part of her motion for preliminary approval and to dismiss him
6 with prejudice upon the issuance of an order granting final approval of the Settlement, subject to
7 the terms of the Tolling and Service of Process Agreement attached as Exhibit E. VoxelMaps,
8 Tech Mahindra (Americas), Inc. and Atalla are collectively referred to as “Defendants.”

9 **RECITALS**

10 1. On or about April 2, 2020, Plaintiff filed a putative class action in the San Francisco
11 Superior Court asserting the following causes of action: (1) Failure to Pay Overtime Wages; (2)
12 Record Keeping Violations (Labor Code § 226); (3) Failure to Reimburse Expenses (Lab. Code §
13 2802); (4) Failure to Provide Rest and Meal Periods; (5) Willful Failure to Pay All Wages Due
14 Upon Termination (Labor Code § 203); (6) Unfair Competition; and (7) Declaratory Relief.

15 2. On or about July 27, 2019, Plaintiff filed a First Amended Complaint (“FAC”)
16 asserting the following causes of action: (1) Failure to Pay Overtime Wages; (2) Record Keeping
17 Violations (Labor Code § 226); (3) Failure to Reimburse Expenses (Lab. Code § 2802); (4) Failure
18 to Provide Rest and Meal Periods; (5) Willful Failure to Pay All Wages Due Upon Termination
19 (Labor Code § 203); (6) Unfair Competition; (7) Declaratory Relief; and (8) Violation of the Private
20 Attorneys’ General Act (Labor Code §§ 2698, *et seq.*) The FAC alleged that Defendants violated
21 numerous provisions of the California Labor Code and California Wage Orders; and as a result of
22 the foregoing violations of law, Defendants violated the California Business & Professions Code
23 and the California Private Attorney’s General Act (the “PAGA”). Plaintiff prayed for compensatory
24 and statutory damages, penalties, restitution, injunctive relief, pre-judgment and post-judgment
25 interest, attorney fees and expenses, and costs.

26 3. Plaintiff’s counsel, Kitchin Legal, APC (“Class Counsel”), diligently pursued an
27 investigation of the proposed Class Members’ claims against Defendants, including any and all
28 applicable defenses and the applicable law. The investigation included, inter alia, the exchange of

1 information pursuant to both formal and informal discovery, analysis of information and data
2 produced by Defendants, and telephonic conferences and email correspondence between Class
3 Counsel and Defendants' counsel.

4 4. Based on the data produced pursuant to informal discovery and Class Counsel's own
5 independent investigation and evaluation, Class Counsel believes that the settlement with
6 VoxelMaps for the consideration and on the terms set forth in this Settlement Agreement is fair,
7 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
8 circumstances, including the risk of significant delay and uncertainty associated with litigation,
9 various defenses asserted by Defendants, VoxelMaps' financial condition, and numerous potential
10 appellate issues.

11 5. VoxelMaps denies any liability or wrongdoing of any kind associated with the
12 claims alleged in this Action and further denies that this case is appropriate for class treatment for
13 any purpose other than this settlement.

14 6. Plaintiff, on behalf of herself and the Class, along with VoxelMaps, and subject to
15 the approval of the Court, stipulate that the case will be compromised and settled pursuant to the
16 terms and conditions set forth in this Settlement Agreement and that after the date of the Court's
17 final approval of this Settlement Agreement, judgment shall be entered, subject to the continuing
18 jurisdiction of the Court as set forth below, subject to the recitals set forth above which by this
19 reference become an integral part of this Settlement Agreement, and subject to the following
20 definitions, terms and conditions:

21 **DEFINITIONS**

22 The following definitions are applicable to this Settlement Agreement. Definitions
23 contained elsewhere in this Settlement Agreement also shall be effective.

24 7. "Action" means *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, San Francisco
25 Superior Case No. CGC-20-584129 (filed April 2, 2020), and includes the Complaint and the FAC.

26 8. "Atalla" means Defendant Peter Atalla.
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1 9. “Employees” shall include all former independent contractors, who allegedly
2 should have been classified as employees, who worked for VoxelMaps in California as “Image and
3 Data Collectors” from April 2, 2016 through [date of preliminary approval].

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

9 11. “Claims Administration Costs” means the cost payable from the Gross Settlement
10 Fund to the Claims Administrator for administering this Settlement, including, but not limited to,
11 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the
12 portions of the Net Settlement Amount as provided for herein, and providing necessary reports and
13 declarations at the Parties’ request. The estimated Claims Administration Costs are estimated to
14 be Five Thousand Five Hundred Dollars (\$5,500). The Claims Administration Costs shall be paid
15 from the Gross Settlement Amount, including, if necessary, any such costs in excess of the
16 foregoing estimate represented by the Claims Administrator as being the amount of costs and fees
17 necessary to administer the Settlement.

18 12. “Class Counsel” is Kitchin Legal, APC.

19 13. “Class Counsel Award” means attorneys’ fees agreed upon by the Parties and
20 approved by the Court for Class Counsel’s litigation and resolution of this Action, and all costs
21 incurred and to be incurred by Class Counsel in the Action and approved by the Court, including,
22 but not limited to, costs associated with documenting the Settlement, securing the Court’s approval
23 of the Settlement, and obtaining entry of the Judgment terminating this Action pursuant to
24 California Rule of Court 3.769 (“Judgment”). The Class Counsel Award of fees and costs shall be
25 paid from the Gross Settlement Amount. VoxelMaps agrees not to oppose a request for Class
26 Counsel’s attorneys’ fees of Fifty-Eight Thousand Three Hundred Thirty-Three Dollars, and
27 Thirty-Three Cents (\$58,333.33), which is one-third (1/3) of the Gross Settlement Amount (“Class
28 Counsel Fee Award”), and does not oppose a request for Class Counsel’s actual costs incurred,

1 which is estimated to be approximately Ten Thousand Five Hundred Dollars (\$10,500) (“Class
2 Counsel Cost Award”).

3 14. “Class List” means a list of Class Members that VoxelMaps will diligently and in
4 good faith compile from its records and provide to the Claims Administrator within ten (10) days
5 after preliminary approval of this Settlement. The Class List shall be formatted in Microsoft Office
6 Excel and shall include each Class Member’s full name; most recent mailing address and telephone
7 number; Social Security number; dates of employment in California during the Class Period; the
8 total number of workweeks worked by each Class Member during the Class Period, and any other
9 relevant information needed to calculate settlement payments. The Class List is confidential and
10 not to be disclosed to any party other than the Claims Administrator. To the extent Class Counsel
11 requires the contact information of any Class Member who is disputing the information in the
12 Settlement Award Form, such information shall be provided by VoxelMaps’ counsel as required.

13 15. “Class Members” or “Class” means “All former independent contractors, who
14 allegedly should have been classified as employees, who worked for VoxelMaps in California as
15 “Image and Data Collectors” from April 2, 2016 to the [date of preliminary approval].”

16 However, the Class will not include any person who previously settled or released any of
17 the Released Claims covered by this Settlement or any person who was previously paid or received
18 an award through civil or administrative action for any Released Claim covered by this Settlement.

19 The Class is estimated to include approximately 53 present and past employees of
20 VoxelMaps.

21 16. “Class Period” means the period from April 2, 2016 to [date of preliminary
22 approval].

23 17. “Class Representative Enhancement Payment” means the amount to be paid to
24 Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members
25 and in exchange for a general release. The Class Representative Enhancement Payment shall be
26 paid from the Gross Settlement Amount. The Class Representative Enhancement Payment is Seven
27 Thousand Five Hundred Dollars (\$7,500), subject to Court Approval and the Court finally
28 approving this Settlement Agreement, and subject to the exhaustion of any and all appeals. The

1 Class Representative Enhancement Payment shall be paid in two separate payments: (1) one-half
2 (\$3,750) shall be paid the later of August 1, 2021 or sixty (60) days after Final Judgment; and (2)
3 one-half (\$3,750) shall be paid the later of February 1, 2022 or six (6) months after Final Judgment.

4 18. Private Attorneys General Act Payment (“PAGA Payment”) means Ten Thousand
5 Dollars (\$10,000) of the settlement proceeds paid to settle claims and remedies under Labor Code
6 Sections 2699, *et seq.* Subject to Court approval, the sum of Seven Thousand Five Hundred Dollars
7 (\$7,500) shall be paid to the Labor Workforce and Development Agency (the “LWDA”), which
8 shall be deducted from the Gross Settlement Amount (“LWDA Payment”), and Two Thousand
9 Five Hundred Dollars (\$2,500) shall be distributed to the Class Members.

10 19. “Gross Settlement Amount” means the total amount of One Hundred Seventy Five
11 Thousand Dollars and No/Cents (\$175,000.00) from which will be paid Individual Settlement
12 Payments to Participating Class Members, the PAGA Payment, the Class Representative
13 Enhancement Payment to Plaintiff, the Claims Administration Costs to the Claims Administrator,
14 the standard employee share of payroll taxes on the wage portion of the Individual Settlement
15 Payments, and the Class Counsel Award of fees and costs. Subject to the provisions of this
16 Agreement, VoxelMaps shall separately be obligated to pay the employer’s share of payroll taxes.

17 20. “Net Settlement Amount” means the Gross Settlement Amount minus the Court
18 approved Class Representative Enhancement Payment to Plaintiff, the Court approved Claims
19 Administration Costs to the Claims Administrator, the Court approved Class Counsel Award of
20 fees and costs, and Court approved PAGA Payment. The Net Settlement Amount is the amount
21 from which Individual Settlement Payments are made to Participating Class Members and is
22 estimated to be approximately \$85,666.67 [Gross Settlement Amount (\$175,000) – Claims
23 Administration Costs (\$5,500) – Class Representative Enhancement Payment (\$7,500) – Class
24 Counsel Award for Fees (\$58,333.33) – Class Counsel Award for Costs (approximately \$10,500)
25 – LWDA Payment (\$7,500) = approximately \$85,666.67].

26 21. “Court” means the San Francisco Superior Court with jurisdiction over this Action.

27 22. “Defendants” means Defendant VoxelMaps, Inc., Defendant Tech Mahindra
28 (Americas), Inc., and Defendant Peter Atalla.

1 23. “Effective Date” means the following: (a) if no one objects to the settlement, then
2 the Effective Date will be the first day after service by Plaintiff on VoxelMaps and by the Claims
3 Administrator by postcard on the Class of a Notice of Entry of the Final Judgment, whichever
4 occurs later; (b) if a Class Member timely objects to the settlement, and if an appeal, review, or
5 writ is not sought from the Final Judgment, then the Effective Date will be sixty-one (61) days after
6 service of Notice of Entry of Final Judgment by Plaintiff on VoxelMaps and any Objectors and by
7 the Class Administrator by postcard on the Class, whichever occurs later; or (c) if a Class Member
8 timely objects to the settlement, and if an appeal, review or writ is sought from the Final Judgment,
9 then all of VoxelMaps’ remaining obligations under this Agreement will be stayed until the day
10 after the Final Judgment is affirmed, or the appeal or writ is dismissed or denied (or the time for
11 filing an appeal or writ expires) which day will then be the Effective Date.

12 24. “Final Judgment” means the Judgment and Order of Final Approval of Class Action
13 Settlement by which the Court finally approves this Settlement in a form substantially similar to
14 the form attached hereto as Exhibit D. Notice of Entry of the Final Judgment shall be given by the
15 Claims Administrator to the Class by the mailing of a postcard or a form approved by the Parties
16 (or in any other manner approved by the Court) and shall be given by Plaintiff to VoxelMaps and
17 any other parties, including any Objectors.

18 25. “Individual Settlement Payment” means each Class Member’s gross share of the
19 Net Settlement Amount (before deduction for the standard employee’s share of payroll taxes) is
20 calculated by dividing the Net Settlement Amount by the Total Class Member Workweeks and then
21 multiplying that amount by the number of weeks worked by each Class Member during the Class
22 Period.

23 26. The Gross Settlement Payments to the Class shall be made within thirty (30) days
24 after the Effective Date.

25 27. “Notice” means the Notice of Pendency of Class Action Settlement, in a form
26 substantially similar to the form attached hereto as Exhibit A and which the Court orders to be sent
27 to all Class Members via regular First-Class U.S. Mail. The Notice will be in English.
28

1 28. “Participating Class” and “Participating Class Members” means all Class Members
2 who did not submit a timely Request for Exclusion pursuant to paragraph 30 of this settlement.

3 29. “Plaintiff” means the Plaintiff named in the Action: Holly La Luz.

4 30. “Preliminary Approval” means the Order of Preliminary Approval of Class Action
5 Settlement by which the Court grants preliminary approval of the Settlement Agreement and in a
6 form substantially similar to the form attached hereto as Exhibit C.

7 31. “Released Claims” means all claims, rights, demands, liabilities and causes of
8 action, alleged in the Action during the Class Period. The primary facts alleged in the Action are
9 that Defendants misclassified Plaintiff and the Class as independent contractors rather than
10 employees and failed to provide Plaintiff and the Class payment of overtime wages, compliant
11 wage statements, reimbursement of expenses, rest breaks, meal periods, and all wages due upon
12 termination. Additionally, Plaintiff alleges that in doing the above, Defendants violated Sections
13 17200, *et seq.* of the California Business and Professions Code and Sections 2698, *et seq.* of the
14 California Labor Code. The Released Claims include all claims for legal or equitable relief, for
15 compensatory and statutory damages, penalties, liquidated damages, restitution, injunctive relief,
16 pre-judgment and post-judgment interest, and attorney fees and costs of suit that arise from, or
17 relate to, the facts alleged in the Action. The foregoing is intended to include all claims for
18 minimum wages, straight time wages, overtime wages, meal and rest periods, claims under Labor
19 Code Sections 200, 201, 201.5, 202, 203, 204, 205.5, 218, 218.5, 218.6, 221, 225.5, 226, 226(a),
20 226(e), 226(g), 226.7, 226.8, 500, 510, 512, 1174, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1198,
21 2698 *et seq.*, and 2802 related only to the Released Claims; California Industrial Welfare
22 Commission Wage Order 1-2001 §1, §2, §3, §4, §7, §11 and §12; California Code of Regulations,
23 Title 8, section 11000(2); and California Civil Code section 3287; and all other wage, interest,
24 statutory damages, penalty, injunctive and attorney fee claims arising from, or related to, the facts
25 alleged in the Action.

26 32. “Request for Exclusion” means a timely and valid letter by a Class Member which
27 unambiguously indicates a request to be excluded from the Settlement and which must also: (a) set
28 forth the name, address, telephone number, and last four digits of the Social Security Number of

1 the person requesting exclusion; (b) be signed by the Class Member requesting exclusion; (c) be
2 addressed to the Claims Administrator at the specified address indicated in the Notice; and (d) be
3 post marked on or before the Response Deadline. Class Members who exclude themselves shall
4 not have the right to object to the Settlement and any objection filed by a Class Member who has
5 excluded themselves shall be disregarded by the Court.

6 33. "Response Deadline" means the deadline by which Class Members must postmark
7 or fax to the Claims Administrator a Request for Exclusion, an Objection to the Settlement or
8 Settlement Award Form. The Response Deadline shall be forty-five (45) calendar days from the
9 initial mailing of the Notice by the Claims Administrator, unless the 45th day falls on a Sunday or
10 Federal holiday, in which case the Response Deadline will be extended to the next day on which
11 the U.S. Postal Service is open. The Response Deadline for any Class Member who is re-mailed a
12 Notice by the Claims Administrator in accordance with the Notice Procedure shall be the earlier of
13 (1) 45 days from the date the Notice Package is re-mailed or (2) a date which is 30 days prior to the
14 final approval hearing. The Response Deadline may also be extended by express agreement
15 between Class Counsel and VoxelMaps' Counsel.

16 34. "Settlement" or "Settlement Agreement" means this Joint Stipulation of Class
17 Action Settlement and Release, which is made and entered into by and between Plaintiff, and on
18 behalf of all others similarly situated, and VoxelMaps.

19 35. "Settlement Award Form" means the Settlement Award Form, a form substantially
20 similar to the form attached hereto as Exhibit B and which the Court orders to be sent to all Class
21 Members via regular First-Class Mail. The Settlement Award Form shall be in English.

22 36. "Tech Mahindra (Americas), Inc." means Defendant Tech Mahindra (Americas),
23 Inc.

24 37. "Total Class Member Workweeks" means the aggregate of all weeks worked by the
25 Participating Class Members during the Class Period. The aggregate number of weeks worked by
26 all Class Members totals approximately 192 weeks.

27 38. "VoxelMaps" means Defendant VoxelMaps, Inc.
28

39. “Workweek Dollar Value” means the Net Settlement Amount (estimated to be \$85,666.67), divided by the Total Class Member Workweeks (approximately 192). The Workweek Dollar Value is estimated to be \$446.18 ($\$85,666.67 \div 192 = \446.18).

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and Class Members, and VoxelMaps all agree as follows:

VoxelMaps’ Primary Obligations under the Settlement Agreement

40. Funding the Gross Settlement Amount. VoxelMaps shall wire to the Claims Administrator the Gross Settlement Amount in three payments as set forth below:

a. Claims Administration Costs shall be paid upon demand of the approved Class Administrator.

b. Eighty-Seven Thousand Five Hundred Dollars and No/Cents (\$87,500) shall be paid by the later of August 1, 2021 or sixty (60) days after Final Judgment, which shall be one-half of the Gross Settlement Amount (less the Claims Administration Costs), including fifty percent (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement Payment, and one hundred percent (100%) of the Class Counsel Cost Award.

c. Remaining portion of the Gross Settlement Amount shall be paid by the later of February 1, 2022 or sixty (60) days after Final Judgment, which shall include fifty percent (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement Payment, and the PAGA Payment.

Payments to Be Taken From the Gross Settlement Amount

Payments to be taken from the Gross Settlement Amount shall be distributed as follows:

41. Payment of Class Counsel Award. VoxelMaps agrees not to oppose or impede any application or motion by Class Counsel for a Class Counsel Award of not in excess of Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33) in attorneys’ fees, and actual costs incurred of approximately Ten Thousand Five Hundred Dollars (\$10,500), which amount shall include any and all costs and expenses associated with Class Counsel’s litigation and settlement of the Action. The Claims Administrator shall release to Class Counsel their *pro rata* share of the Court-approved Class Counsel Award from the monies collected from

VoxelMaps within fifteen (15) days after receipt of the funds, and subject to the payment schedule set forth in Paragraph 40. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph and shall indemnify and hold harmless VoxelMaps from any claim or liability for taxes, penalties, or interest arising as a result of the taxes owed by Class Counsel. The appropriate 1099 tax forms shall be provided by the Claims Administrator to Class Counsel for the payments made pursuant to this paragraph.

42. Class Representative Enhancement Payment. In recognition of her effort, work, stigma and risk in prosecuting the Action on behalf of Class Members, and in exchange for an individual general release, VoxelMaps agrees not to oppose or impede any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500), subject to Court approval and the Court finally approving this Settlement Agreement. The Class Representative Enhancement Payment shall be in addition to the Plaintiff's Individual Settlement Payments paid pursuant to the Settlement. The Claims Administrator shall release to Plaintiff her *pro rata* share of the Court approved Representative Enhancement Payment from the monies collected from VoxelMaps. The Class Representative Enhancement Payment shall be made within thirty (30) days after receipt of the funds, and subject to the payment schedule set forth in Paragraph 40. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Enhancement Payments and shall indemnify and hold harmless the Parties and their respective counsel from any claim or liability for taxes, penalties, or interest arising from the Class Representative Enhancement Payment and owed by the Plaintiff Class Representative. The Claims Administrator shall issue to Plaintiff the appropriate 1099 tax form(s) for the Class Representative Enhancement Payment.

43. PAGA Payment and Notification of LWDA of PAGA Claims and Settlement. Plaintiff's counsel shall be responsible for notifying the LWDA of the (1) pending settlement, (2) the release of PAGA claims herein, (3) the amount of the PAGA Payment, and (4) preliminary and final approval hearings and rulings thereon. The Claims Administrator shall distribute the *pro rata* share of the Court approved PAGA Payment as follows: (i) payment of \$7,500 to be paid to the LWDA within thirty (30) days after receipt of the funds, and subject to the payment schedule

1 set forth in Paragraph 40; and (ii) payment of \$2,500 to the Class Members within thirty (30) days
2 after receipt of the funds and subject to the payment schedule set forth in Paragraph 40 based on
3 their *pro rata* amount of weeks worked during the Class Period, as set forth in Paragraph 25.

4 44. Claims Administration Costs. The Claims Administration Costs are currently
5 estimated to be \$5,500. These costs shall include the cost of notifying the Class of the settlement,
6 distributing the required periodic payments to the Class and to Plaintiff, Class Counsel, and the
7 LWDA, required tax reporting and payment to the taxing authorities on the Individual Settlement
8 Payments, and the issuing of 1099 and W-2 IRS Forms. The Claim Administrator shall pay itself
9 the pro rata share of its actual expenses as provided for in this Agreement and approved by the
10 Court, from the monies collected from VoxelMaps until the entire amount approved by the Court
11 has been paid.

12 45. Net Settlement Amount. After deducting the Class Counsel Award, Class
13 Representative Enhancement Payment, Claims Administration Costs, and PAGA Payment from
14 the Gross Settlement Amount, the remaining Net Settlement Amount (after deduction of standard
15 employee payroll taxes on the payroll portion of the Individual Settlement Payments) shall be
16 awarded to all Class Members who do not file a Request for Exclusion as provided in the
17 Settlement.

18 46. Calculation and Distribution of Individual Settlement Payments. The Claims
19 Administrator will determine the amounts of Individual Settlement Payments to be awarded to the
20 Participating Class Members as follows: Class Member's gross share of the Net Settlement
21 Amount (before deduction for the standard employee's share of payroll taxes) is calculated by
22 dividing the Net Settlement Amount by the total number of weeks worked by all Class Members
23 during the Class Period and multiplying that amount by the number of workweeks worked by each
24 Class Member during the Class Period.

25 The Individual Settlement Payment shall be made to the Participating Class Members in
26 accordance with the schedule set forth in Paragraph 40.

27 47. Voided Settlement Checks Will Be Used to Pay Employer's Payroll Taxes And
28 Then to a Cy Pres Beneficiary. The amount that VoxelMaps has agreed to pay under this Settlement

1 Agreement to Participating Class Members shall remain the property of VoxeMaps until the checks
2 issued to each Participating Class Member are cashed. Any checks issued by the Claims
3 Administrator to Participating Class Members shall be negotiable for 180 days. Those funds
4 represented by Settlement checks returned as undeliverable and those Settlement checks remaining
5 un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks") shall
6 constitute "unpaid residuals in Class Action litigation" as described in *Cundiff v. Verizon*
7 *California, Inc.* (2008) 167 Cal.App.4th 718. Those checks shall be voided by the Claims
8 Administrator and the funds shall be paid to Swords to Plowshares, subject to approval of the Court.

9 **Tax Treatments, Liabilities and Disclaimers**

10 48. Tax Treatment of Individual Settlement Payments. All Individual Settlement
11 Payments will be allocated as follows: 20% to settlement of wage claims and 80% to settlement for
12 interest and penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and
13 the portion allocated to interest and penalties shall be reported on an IRS Form-1099 issued by the
14 Claims Administrator. The Claims Administrator shall deduct the standard employee's share of
15 payroll taxes for the portion of the Individual Settlement Payments allocated to wages from the
16 Individual Settlement Payments and remit such payroll taxes to the taxing authorities.

17 49. VoxelMaps' Portion of Payroll Taxes. VoxelMaps shall separately pay the
18 employer contributions of all federal, state, and local taxes (including, but not limited to, FICA,
19 FUTA, and SDI), and such taxes will not be included in the Gross Settlement Amount.

20 50. Tax Liability (VoxelMaps and Class Counsel Disclaimers). Circular 230
21 Disclaimer. VoxelMaps and Class Counsel make no representations as to the tax treatment or legal
22 effect of the payments called for hereunder, and Participating Class Members are not relying on
23 any statement or representation by VoxelMaps or Class Counsel in this regard.

24 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
25 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN
26 THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
27 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
28 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR

1 ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
2 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE, OR BE CONSTRUED OR BE
3 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
4 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
5 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
6 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
7 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
8 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
9 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
10 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
11 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
12 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR
13 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
14 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES
15 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
16 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
17 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
18 CONTEMPLATED BY THIS AGREEMENT.

19 Participating Class Members understand and agree that Participating Class Members will
20 be solely responsible for the payment of any income taxes and penalties assessed on the payments
21 described herein and will hold VoxelMaps, Plaintiff and Class Counsel free and harmless from any
22 claims concerning the tax liability associated with any payments made to Participating Class
23 Members pursuant to this Settlement Agreement.

24 **Notice & Administrative Execution Procedures**

25 The Notice Procedures to notify all Class Members of the Settlement Agreement
26 provisions shall be managed and administered as follows:
27
28

1 51. Class List. Within ten (10) calendar days after Preliminary Approval, VoxelMaps
2 shall provide the Class List to the Claims Administrator in conformity with the definition,
3 substance, and format as previously indicated.

4 52. Notice by First-Class U.S. Mail. Within twenty (20) days after receiving the Class
5 List from VoxelMaps as provided herein, the Claims Administrator shall send a Notice and
6 Settlement Award Form to all Class Members via regular First-Class U.S. Mail, using the most
7 current, known mailing addresses identified in the Class List or the National Change of Address
8 Database.

9 53. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims
10 Administrator shall perform a search based on the National Change of Address Database for
11 information to update and correct for any known or identifiable address changes. Any Notices
12 returned to the Claims Administrator as non-deliverable on or before the Response Deadline shall
13 be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
14 Claims Administrator shall indicate the date of such re-mailing on the Notice. If no forwarding
15 address is provided, the Claims Administrator shall promptly attempt to determine the correct
16 address using a single skip-trace or other search using the name, address and/or Social Security
17 number of the Class Member involved, and shall then perform a single re-mailing. If, after
18 performing a skip-trace search, the Notice is still returned to the Claims Administrator as non-
19 deliverable, that individual will be deemed a Class Member for purposes of the Released Claims
20 described herein, without any further effort of the Claims Administrator required.

21 54. Notices. All Class Members will receive a Notice. Each Notice will list:
22 (1) information regarding the nature of the Action, (2) a summary of the substance of the
23 Settlement, (3) the Class definition, (4) the formula for calculating Individual Settlement Payments,
24 (5) the deadlines by which the Class Member must postmark a Request for Exclusion, file an
25 objection to the Settlement with the Claims Administrator or postmark disputes regarding the
26 amounts in the Settlement Award Form, and (6) a description of the claims to be released by all
27 Class Members who do not submit timely and valid Requests for Exclusion. Subject to the approval
28 of the Court, the Notice shall be substantially in the form attached hereto as Exhibit "A."

1 55. Settlement Award Form. All Class Members will receive a Settlement Award Form.
2 Each Settlement Award form will list the number of Workweeks the Class Member worked during
3 the Class Period, and the period of time during the Class Period worked by the Class Members.
4 Subject to approval of the Court, the Settlement Award Form shall be substantial in the form
5 attached hereto as Exhibit “B”, and shall be in English.

6 56. Disputed Information on Settlement Award Forms. If a Class Member disputes the
7 information listed in his or her Settlement Award Form, the Class Member may produce evidence
8 to the Claims Administrator substantiating factual information different from that appearing in the
9 Settlement Award Form. To the extent any Class Member disputes the information listed on his or
10 her Settlement Award Form prior to the Response Deadline, the Class Member may produce
11 evidence to the Claims Administrator showing the correct employment dates or data that he or she
12 contends should be shown in the Settlement Award Form. VoxelMaps’ records will be presumed
13 determinative, absent evidence to rebut those records, but the Claims Administrator shall evaluate
14 the evidence submitted by the Class Member and make the final decisions as to which dates and
15 data should be applied, which determination will be conclusive, final and binding. VoxelMaps
16 agrees to diligently and in good faith resolve any Class Member dispute regarding the information
17 listed in Settlement Award Form. Class Members who failed to provide information in support of
18 any dispute by the Response Deadline, shall be foreclosed from contesting VoxelMaps’ data.

19 57. No Requirement for a Claim Form. Class Members shall not be required to submit
20 a Claim Form to receive an Individual Settlement Payment.

21 58. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
22 Settlement Agreement must sign and postmark a written Request for Exclusion to the Claims
23 Administrator not later than the Response Deadline. The Request for Exclusion must (a) state the
24 name, address, telephone number, and last four digits of the Social Security Number of the Class
25 Member requesting exclusion; (b) be signed by the Class Member; (c) be addressed to the Claims
26 Administrator at the specified address indicated in the Notice; and (d) be post marked on or before
27 the appropriate deadline. The Notice shall provide these instructions to the Class Members who
28 wish to exclude themselves from the Class. The date of the postmark on the return mailing envelope

1 shall be the exclusive means to determine whether a Request for Exclusion has been timely
2 submitted. Class Members who submit Requests for Exclusion shall not be entitled to file
3 objections to the Settlement and any objections filed by a Class Member who has excluded him or
4 herself from the Settlement shall be disregarded by the Court. Class Members who do not submit
5 valid Requests for Exclusion shall be bound by all terms of the Settlement Agreement, Release,
6 and any Final Judgment entered by the Court if the Settlement is granted final approval by it. The
7 Parties agree not to encourage or discourage any Class Members to exclude themselves or opt-out
8 of the Settlement Agreement.

9 59. Defective Requests for Exclusion. If any Class Member submits a defective Request
10 for Exclusion postmarked before the Response Deadline, the Claims Administrator shall, in that
11 case, send a Cure Letter to such Class Member, advising that the Request for Exclusion is defective,
12 stating the nature of the defect and that the defect must be cured to render the Request for Exclusion
13 valid. The Claims Administrator must mail the Cure Letter within five (5) business days of
14 receiving the defective Request for Exclusion. The Cure Letter shall state that the Class Member
15 has ten (10) days from the date of the Cure Letter or the Response Deadline, whichever date is later,
16 to postmark a revised Request for Exclusion. If a Class Member responds to a Cure Letter by
17 resubmitting a defective Request for Exclusion, then the Claims Administrator shall have no further
18 obligation to give notice of a need to cure. Defective Requests for Exclusion will be considered
19 invalid and, if received after the Response Deadline, Class Members will have no right to cure
20 them, except as provided for herein or by the agreement of the Parties.

21 60. Objection Procedures. To object to the Settlement Agreement, a Class Member
22 must submit his or her objection to the Claims Administrator by not later than the Response
23 Deadline. The postmark date of the filing and service of the Notice of Objection shall be deemed
24 the exclusive means for determining if the Notice of Objection is timely. The Notice of Objection
25 must be signed by the Class Member and provide the Class Member's name, most current address,
26 most current telephone number, the basis for each objection, and the Class Member's dates of
27 employment with VoxelMaps. The Notice shall provide these instructions about how to object to
28 the Settlement. Class Members who fail to make written objections in the manner specified above

1 shall be deemed to have waived any objections and shall be foreclosed from making any future
2 objection (whether by appeal or otherwise) to the Settlement Agreement. Class Members who
3 submit and serve timely Notices of Objection in compliance with the foregoing provision shall have
4 a right to appear at the Final Approval Hearing if they file with the Court and serve on counsel for
5 the parties a Notice of Intention to Appear at Final Appeal Hearing.

6 Class Members who have mailed timely and valid exclusion letters shall not have the right
7 to object to the Settlement and any such objections shall not be considered by the Court.

8 The Parties agree not to encourage any Class Members to object to the Settlement
9 Agreement, or to opt out of the settlement. The Parties are not prohibited from discouraging a
10 Class Member from objecting to the Settlement Agreement, or from opting out of the settlement.

11 61. Certification of Requests for Exclusion and Objections. All Requests for Exclusion
12 and Objections will be submitted to the Claims Administrator, who shall then certify jointly to
13 Class Counsel, VoxelMaps' Counsel, and the Court the total number of Class Members who have
14 submitted Requests for Exclusion and Objections and provide copies of same to Counsel.

15 62. Notification Reports Regarding Requests for Exclusion and Objections. The Claims
16 Administrator shall provide VoxelMaps' Counsel and Class Counsel a weekly report showing at a
17 minimum: (i) the number of Class Members who have submitted timely, valid Requests for
18 Exclusion and/or Objections; (ii) whether any Class Member has submitted a challenge to the
19 employment dates identified in their Notice, or any other information contained in the Notice; and
20 (iii) statistics showing which disputes that have been resolved and which have not been resolved.
21 Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports
22 as needed or requested.

23 63. Resolution of Disputes Concerning Individual Settlement Payments. Should any
24 questions arise regarding the determination of eligibility for the amounts of any Individual
25 Settlement Payments under the terms of this Settlement Agreement that are not otherwise resolved
26 by the Claims Administrator, counsel for the Parties shall meet and confer in an attempt to reach
27 an agreement. If Class Counsel and VoxelMaps' Counsel cannot agree, the Claims Administrator
28

1 shall then make the final determination, and that determination shall be conclusive, final and
2 binding.

3 64. Posting of Judgment. The Claims Administrator shall post any judgment on its
4 website in English.

5 65. Additional Administrative Duties of the Claims Administrator. The Claims
6 Administrator shall report Individual Settlement Payments to all required taxing and other
7 authorities, withhold the standard employee's share of payroll taxes from the wage portion of each
8 Individual Settlement Awards, pay all employer share of payroll taxes, and transmit these amounts
9 to the taxing authorities, and issue IRS Forms W-2 and 1099. Upon completion of administration
10 of the Settlement, the Claims Administrator shall provide written certification of such completion
11 to the Court and counsel for all Parties.

12 66. Minimization of Administrative Costs. The Parties agree to cooperate in the
13 settlement administration process and to make all reasonable efforts to control and minimize the
14 costs and expenses incurred in administration of the Settlement Agreement.

15 **Release of Claims**

16 67. General Release of Claims by Plaintiff. Upon the Effective Date and in
17 consideration of the payment to Plaintiff of the Class Representative Enhancement Payment,
18 Plaintiff and her agents, attorneys, representative, heirs, successors, assigns, and each and all of
19 them, hereby release, acquit, and forever discharge VoxelMaps and Tech Mahindra (Americas),
20 Inc., their parents, subsidiaries and affiliates, and each of them, and their respective agents, general
21 agents, insurers, reinsurers, payroll companies, attorneys, representatives, owners, stockholders,
22 policyholders, principals, partners, employees, officers, directors, trustees, heirs, successors,
23 predecessors, assigns, parent corporations, subsidiaries, affiliated companies, and Peter Atalla
24 ("Released Parties"), and each and all of them, of and from any and all obligations, debts, claims,
25 liabilities, demands, and causes of action of every kind, nature and description whatsoever, whether
26 or not now known, suspected or claimed, which they ever had, now have, or may hereafter acquire
27 by reason of employment with Defendant(s), accruing from the beginning of time until the date
28 that the final approval of the Settlement is granted, including all claims, known or unknown, with

1 the sole exception of the rights granted by this Agreement and approved by the Court. The foregoing
2 release shall be effective as a bar to any and all other claims of any character, nature or kind, known
3 or unknown, suspected or unsuspected specified herein. Plaintiff expressly waives any and all rights
4 and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or
5 similar provisions of applicable law which are as follows:

6 “A general release does not extend to claims that the creditor or
7 releasing party does not know or suspect to exist in his or her favor at
8 the time of executing the release and that, if known by him or her,
would have materially affected his or her settlement with the debtor or
released party.”

9 68. Release of Claims by Class Members, and Class Representative. Upon the Effective
10 Date, all Class Members who have not filed timely, valid Requests for Exclusion shall release,
11 waive and forfeit, and shall have been deemed to have waived and forfeited, all Released Claims
12 against the Released Parties, and each of them.

13 69. Labor Code § 206.5 Inapplicable. It is acknowledged that this Settlement is made
14 with respect to disputed claims and each Class Member who has not opted out will be deemed to
15 have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section
16 provides:

17 (a) An employer shall not require the execution of a release of a claim
18 or right on account of wages due, or to become due, or made as an
19 advance on wages to be earned, unless payment of those wages has
20 been made. A release required or executed in violation of the provisions
of this section shall be null and void as between the employer and the
employee. Violation of this section by the employer is a misdemeanor.

21 (b) For purposes of this section, “execution of a release” includes
22 requiring an employee, as a condition of being paid, to execute a
statement of the hours he or she worked during a pay period which the
employer knows to be false.

23 **Revocation or Nullification of Settlement Agreement**

24 70. Revocation of Settlement Agreement: If more than seven (7) Class Members submit
25 valid Requests for Exclusion by the Response Deadline, then VoxelMaps may, at its election,
26 rescind the Settlement. VoxelMaps must exercise its right of rescission, in writing, to the Court
27 and Class Counsel, within fourteen (14) calendar days after the Claims Administrator notifies the
28

Parties of the total number of Requests for Exclusion received by the Response Deadline. If VoxeMaps exercises its option to rescind, VoxeMaps shall reimburse Plaintiff for the cost of mediation in the amount of Six Thousand Four Hundred (\$6,400) within thirty (30) days of VoxeMaps' invalidation of the settlement. If VoxeMaps exercises its option to rescind the Settlement, all actions taken in furtherance of the Settlement will be null and void.

71. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the order of Preliminary Approval specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter the Final Judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date; or (iv) the settlement does not become final for any other reasons, this Settlement Agreement shall be null and void. In such a case, the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Claims Administrator up to the date that VoxeMaps receives notice by the Court of any of the events (i) through (iv) shall be paid by VoxeMaps.

Preliminary & Final Approval Hearings

72. Preliminary Approval Hearing. Plaintiff shall request a hearing before the Court to request Preliminary Approval of the Settlement Agreement. The Parties agree to use their best efforts to schedule a Preliminary Approval hearing on the first available date after the execution of this Settlement Agreement. At the Preliminary Approval hearing, the Parties shall request the entry of a Preliminary Approval Order that: (i) conditionally certifies the Class for settlement purposes only, (ii) preliminarily approves the proposed Settlement Agreement, (iii) approves the Notice, and (iv) sets a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice and Settlement Award Form to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Class Counsel shall submit this Settlement Agreement and all exhibits for approval by the Court, and prepare, file and serve a motion for preliminary approval of same.

73. Final Settlement Approval Hearing and Entry of Final Judgment and Notice to the Class. Following the Response Deadline, and with the Court's permission, a Final

1 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
2 Settlement Agreement along with the amounts properly payable for (i) the Class Counsel Award,
3 (ii) the Class Representative Enhancement Payment, and (iii) the Claims Administration Costs.
4 The Final Approval/Settlement Fairness Hearing shall not be held earlier than thirty (30) days after
5 the Response Deadline. Class Counsel shall be responsible for preparing, filing and serving a
6 motion for final approval of the Settlement and for approval of the fees and various payments
7 provided therein. Class Counsel shall file and serve on VoxelMaps a Notice of Entry of Judgment.
8 The Claims Administrator shall provide notice of final approval of the Settlement and entry of
9 judgment to the Class by postcard.

10 74. Preliminary and Permanent Injunction. Except as to Settlement Class Members who
11 timely submit Requests for Exclusion, the Preliminary Approval Order and Final Judgment will
12 contain provisions enjoining Plaintiff and the Class Members from prosecuting the claims released
13 herein and enjoining Plaintiff and the Class Members from initiating or continuing other
14 proceedings regarding the claims released herein, including but not limited to filing any claims
15 before the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever.
16 Inclusion of these provisions in the Order of Preliminary Approval Order and Final Judgment and
17 Order of Final Approval is a material part of the consideration for this Settlement.

18 75. Interim Stay of Proceedings. The Parties agree that the application of Code of Civil
19 Procedure § 583.310 is stayed from April 2, 2020, through the date of entry Final Approval and
20 Judgment or the date upon which this Settlement Agreement becomes null and void. Accordingly,
21 pursuant to Code of Civil Procedure § 583.330, the Parties stipulate that the time within which this
22 action must be brought to trial is stayed. Plaintiff and VoxelMaps agree to refrain from further
23 litigation of this matter, except such proceedings necessary to implement and obtain an Order
24 granting Final Approval of the terms of the Settlement Agreement. Plaintiff and VoxelMaps further
25 agree that the mutual, voluntary cessation of litigation shall terminate if the motion for final
26 approval of the Settlement Agreement is denied by the Court. The terms of the Parties’ discovery
27 agreements dated October 2 and 6, 2020, shall remain in effect. If the Court does not grant final
28 approval of the Settlement Agreement for any reason, Plaintiff and/or VoxelMaps may give notice

1 to the other that the discovery agreements shall terminate 10 days from the date of notice of
2 termination of the discovery agreements.

3 **Final Judgement Ratifying the Settlement Agreement**

4 76. Final Judgment and Continued Jurisdiction. Upon final approval of the Settlement
5 by the Court, or after the Final Approval/Settlement Fairness Hearing, the Parties shall present the
6 Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall
7 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
8 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
9 post-Final Judgment matters as may be appropriate under Court rules or as set forth in this
10 Agreement.

11 **Dispute Resolution Concerning the Terms of This Settlement Agreement**

12 77. Dispute Resolution Involving Settlement Agreement. Except as provided herein, all
13 disputes concerning the interpretation, calculation or payment of settlement claims, or other
14 disputes regarding compliance with this Settlement Agreement shall be resolved as follows: if
15 Plaintiff or Class Counsel, on behalf of Plaintiff or any Class Member, or VoxelMaps at any time
16 contend that the other party has breached or acted contrary to the Settlement Agreement, that party
17 shall notify the other parties in writing of the alleged violation. Upon receiving notice of the alleged
18 violation or dispute, the responding party shall have ten (10) days to correct the alleged violation
19 and/or respond to the initiating party with the reasons why the party disputes all or part of the
20 allegation. If the response does not address the alleged violation to the initiating party's
21 satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
22 differences. If Class Counsel and VoxelMaps are unable to resolve their differences within thirty
23 (30) days after the writing which notified them of the alleged violation, either Party may elect to
24 file (1) an appropriate Code of Civil Procedure § 664.6 motion for enforcement with the Court, or
25 (2) take any other legal action to enforce this Settlement Agreement. Reasonable attorney fees and
26 costs, as fixed by the Court, incurred to enforce this Settlement Agreement shall be awarded to the
27 prevailing party.

28 **Dismissal of Defendants**

1 78. Plaintiff will ask the Court to dismiss Defendant Tech Mahindra (Americas), Inc.
2 and Peter Atalla without prejudice as part of her motion for preliminary approval of the
3 Settlement and Plaintiff will ask the Court to dismiss Tech Mahindra (Americas), Inc. and Peter
4 Atalla with prejudice upon the issuance of an order granting final approval of the Settlement.

5 General & Miscellaneous Provisions

6 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
7 forth in any attached Exhibit, which are incorporated by this reference as though fully set forth
8 herein. Any Exhibit to this Agreement is an integral part of the Settlement.

9 79. Confidentiality. Parties and their respective counsel agree that the terms of this
10 Settlement (including, but not limited to, any settlement amounts), the negotiations leading to this
11 Settlement, and all documents related to the Settlement, shall not be discussed with, publicized or
12 promoted to the public prior to the Court's Preliminary Approval, except as necessary in order to
13 enforce its terms.

14 80. Entire Agreement. This Settlement Agreement, and the attached Exhibits constitute
15 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
16 agreements may be deemed binding on the Parties.

17 81. Amendment or Modification. This Settlement Agreement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest.

20 82. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement in order to effectuate its terms, and to execute any
24 other documents that may be required to do the same. The Parties and their counsel will cooperate
25 with each other and use their best efforts to effect the implementation of the Settlement. If the
26 Parties are unable to reach agreement on the form or content of any document needed to implement
27 the Settlement, or on any supplemental provisions which may become necessary to effectuate the
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1 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
2 disagreement.

3 83. Binding on Successors and Assigns. This Settlement Agreement shall be binding
4 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
5 defined.

6 84. California Law Governs. All terms of this Settlement Agreement and Exhibits
7 hereto shall be governed by and interpreted according to the laws of the State of California.

8 85. Counterparts. This Settlement Agreement may be executed in one or more
9 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
10 instrument provided that counsel for the Parties shall exchange among themselves original signed
11 counterparts.

12 86. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
13 interpretation, implementation and enforcement of the terms of this Settlement Agreement, and all
14 related orders and judgments. The Parties and their counsel likewise submit to the Court's
15 jurisdiction for purposes of interpreting, implementing, and enforcing the terms embodied in this
16 Settlement Agreement and all related orders and judgments.

17 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement
20 Agreement valid and enforceable.

21 88. Plaintiff's Waiver of Right to Be Excluded and to Object. Plaintiff agrees to sign
22 this Settlement Agreement, and by signing this Settlement Agreement will be bound by its terms.
23 For good and valuable consideration, Plaintiff further agrees that she shall not request to be
24 excluded from the Participating Class and agree not to object to any of the terms of this Settlement
25 Agreement. Any such request for exclusion or objection by Plaintiff shall be void and of no force
26 or effect. Efforts by Plaintiff to circumvent the terms of this paragraph shall be void and of no
27 force or effect. Plaintiff shall be issued an Individual Settlement Payment at the same time the
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1 Claims Administrator issues Individual Settlement Payments for other Participating Class
2 Members.

3 89. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
4 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
5 Counsel may appeal any reduction of the Class Counsel Award or of Class Counsel Representative
6 Enhancement Payment below the amount provided for herein, and either Party may appeal any
7 Court order that materially alters the Settlement Agreement's terms which costs will be borne solely
8 by the appealing party.

9 90. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
10 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not
11 approved, the stipulation to certification will be void. The Parties further agree that certification
12 for purposes of the Settlement is not an admission that class certification is proper under the
13 standard applied to contested certification motions and that this Settlement will not be admissible
14 in this or any other proceeding as evidence that (i) a class should be certified or (ii) VoxellMaps is
15 liable to Plaintiff or the Class Members.

16 91. No Admission of Liability. The Parties to the Action understand that the terms of
17 the Settlement Agreement do not in any way imply an admission of liability on the part of
18 Defendants, and that it is being agreed to as an efficient method and compromise in order to resolve
19 disputed claims. This Settlement Agreement may not be used in any proceeding and for any
20 purpose whatsoever as an admission of liability on behalf of Defendants.

21 92. All Terms Subject to Final Court Approval. All amounts and procedures described
22 in this Settlement Agreement herein shall be subject to final Court approval.

23 93. Execution of Necessary Documents. All Parties shall execute all documents
24 reasonably necessary to effectuate the terms of this Settlement Agreement.

25 94. Binding Agreement. The Parties intend that this Settlement shall be fully
26 enforceable and binding on all parties, and that it shall be admissible and subject to disclosure in
27 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
28 otherwise might apply under federal or state law.

1 CLASS REPRESENTATIVE HOLLY LA LUZ

2
3 DATED: February 5, 2021

4 _____
5 Holly La Luz

6 PLAINTIFF'S COUNSEL

7 DATED: February ¹²5, 2021

KITCHIN LEGAL, APC

9 By: _____

10 PATRICK R. KITCHIN
11 Attorneys for Plaintiff Holly La Luz

12 DEFENDANT VOXELMAPS, INC.

13 DATED: February 5, 2021

JohnBlaze Kolinsky-Young

14 JohnBlazeKolinsky-Young, Lead Project Director,
15 VoxelMaps, Inc.

16 DEFENDANT'S COUNSEL

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18 DATED: February 5, 2021

BUCHALTER
A Professional Corporation

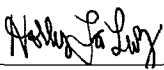
20 By: _____

21 TRACY A. WARREN
22 KATHRYN B. FOX
23 Attorneys for Defendant VoxelMaps, Inc.

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CLASS REPRESENTATIVE HOLLY LA LUZ

DATED: February 5, 2021



Holly La Luz 02 / 13 / 2021

PLAINTIFF'S COUNSEL

DATED: February 5, 2021

KITCHIN LEGAL, APC

By: _____
PATRICK R. KITCHIN
Attorneys for Plaintiff Holly La Luz

DEFENDANT VOXELMAPS, INC.

DATED: February 5, 2021

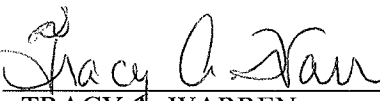
JohnBlaze Kolinsky-Young

JohnBlazeKolinsky-Young, Lead Project Director,
VoxelMaps, Inc.

DEFENDANT'S COUNSEL

DATED: February 15, 2021

BUCHALTER
A Professional Corporation

By: 

TRACY A. WARREN
KATHRYN B. FOX
Attorneys for Defendant VoxelMaps, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

THIS IS NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT

To: All former independent contractors, who allegedly should have been classified as employees, who worked for Defendant VoxelMaps, Inc. (“VoxelMaps”) in California as “Image and Data Collectors” from April 2, 2016 to the [date of preliminary approval]:

OFFICIAL COURT NOTICE

IMPORTANT PLEASE READ CAREFULLY

YOU DO NOT NEED TO TAKE ANY ACTION TO BE PAID AS PART OF THIS SETTLEMENT AND YOU WILL BE PAID YOUR SETTLEMENT AMOUNT UNLESS YOU EXCLUDE YOURSELF

WHY IS THIS NOTICE BEING SENT TO YOU?

1. This notice is to inform you that a proposed settlement in the class action lawsuit entitled *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, Case No. CGC-20-584129 (the “Lawsuit”) has been reached by the Parties, and has been granted preliminary approval by the California Superior Court for the County of San Francisco (the “Court”). This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will not affect your employment with VoxelMaps in any way whatsoever.
2. The Court has ordered that this Notice be sent to you because VoxelMaps’ records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuit. The notice is also intended (1) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (2) to advise you of your rights and options with respect to the settlement.

WHO IS ELIGIBLE TO RECEIVE MONEY FROM THIS SETTLEMENT?

3. The Settlement Class includes all former independent contractors, who allegedly should have been classified as employees, who worked for VoxelMaps in California as “Image and Data Collectors” from April 2, 2016 through [date of preliminary approval] (“Class Period”).

The Settlement Class will not include any person who previously settled or released any of the Claims covered by the Settlement or any person who was previously paid or received an award through civil or administrative action for any Claim covered by this Settlement.

WHY YOU SHOULD READ THIS NOTICE

4. You should read this Notice because you may be entitled to money under this Settlement and because you will release any claims under the Settlement unless you opt out as provided in this Notice.

WHAT IS A CLASS ACTION?

5. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One representative plaintiff or multiple representative plaintiffs, also known as a “class representative” or “class representatives” can assert claims on behalf of an entire class or group of people.

SUMMARY OF THE CLAIMS AND ALLEGATIONS

6. On April 2, 2020, Plaintiff Holly La Luz filed a putative class action lawsuit in which she alleged that VoxelMaps owes wages, interest and other penalties to its employees, whom she alleged were misclassified as independent contractors, who worked for VoxelMaps in California as “Image and Data Collectors”. A First Amended Complaint was subsequently filed. Plaintiff’s First Amended Complaint alleges causes of action for: (1) Failure to Pay Overtime Wages; (2) Record Keeping Violations (Labor Code § 226); (3) Failure to Reimburse Expenses (Lab. Code § 2802); (4) Failure to Provide Rest and Meal Periods; (5) Willful Failure to Pay All Wages Due Upon Termination (Labor Code § 203); (6) Unfair Competition; (7) Declaratory Relief; and (8) Violation of the Private Attorneys’ General Act (Labor Code §§ 2698, *et seq.*). The First Amended Complaint alleges, among other things, that Class Members were misclassified, were not paid overtime wages, were not provided with meal and rest breaks, failed to be provided by accurate and legal compliant wage statements, were not reimbursed for all necessary business expenditures, and failed to be paid all wages timely upon termination of employment.

As a consequence, the Complaint asserts that Defendant violated California Labor Code sections 200, 201, 201.5, 202, 203, 204, 205.5, 218, 218.5, 218.6, 221, 225.5, 226, 226(a), 226(e), 226(g), 226.7, 226.8, 500, 510, 512, 1174, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1198, 2698 *et seq.*, and 2802; California Industrial Welfare Commission Wage Order 1-2001 §1, §2, §3, §4, §7, §11 and §12; California Code of Regulations, Title 8, section 11000(2); and California Civil Code section 3287, and as a result of the foregoing violations of law, VoxelMaps violated Sections 17200 *et seq.* of the Business & Professions Code and violated the Private Attorneys General Act under Labor Code Sections 2698 *et seq.* The First Amended Complaint seeks declaratory relief, as well as recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs.

VoxelMaps vigorously denies the allegations in the lawsuit but preliminarily settled the lawsuit due to the expense, time, and risk associated with protracted litigation and disruption to the Company.

7. On [date of preliminary approval], the Court gave preliminary approval to the settlement of the Lawsuit. The Court has made no opinion on the merits of the Lawsuit.

WHO REPRESENTS THE PARTIES?

8. The following attorneys represent the parties in this Lawsuit:

For the Class:

KITCHIN LEGAL, APC
PATRICK R. KITCHIN (SBN 162965)
1999 Harrison St., 18th Floor (#3535)
Oakland CA 94612-4700 Telephone:
415.677.9058
Email: prk@kitchenlegal.com

For VoxelMaps:

BUCHALTER
A Professional Corporation
TRACY A. WARREN (SBN: 228013)
KATHRYN B. FOX (SBN: 279705)
655 W. Broadway, Suite 1625
San Diego, CA 92101
Telephone: 619.219.5335
Email: twarren@buchalter.com
E-mail: kfox@buchalter.com

The Claims Administrator is:

CPT Group, Inc.
50 Corporate Park
Irvine CA 92606
Telephone: (800) 542-0900

WHAT TO DO IF YOU WANT TO RECEIVE PART OF THE SETTLEMENT MONEY

9. You do not need to do anything to receive your payment except inform the Claims Administrator if your mailing address changes. If you move following receipt of this Notice, or if the address to which this Notice was sent is not correct, you must immediately contact the Administrator, whose address and contact information is as follows:

CPT Group, Inc.
50 Corporate Park
Irvine CA 92606
Telephone: (800) 542-0900

It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your settlement payment. The Settlement will be paid to Class Members in separate payments. The final settlement payment will be made in approximately February 2022. Therefore, it is important to update the Claims Administrator with any new address you have, or if you move, so you can be mailed any payments that you are owed from the Settlement.

10. If you are a Class Member, you will be entitled to money from Settlement and, you will be bound by all of the provisions of the Settlement Agreement, including a release of claims that will prevent you from separately suing VoxelMaps unless you timely file a request for exclusion.

WHAT SHOULD YOU DO IF YOU WANT TO PURSUE YOUR OWN CLAIMS SEPARATELY FROM THIS CLASS ACTION?

11. You may retain your right to pursue any claims you may have separately from this Class Action by requesting to be excluded from the Settlement. You may exclude yourself from the Settlement by mailing a letter to the Claims Administrator at the address above, on or before **[EXCLUSION DEADLINE DATE – 45 DAYS FROM DATE OF MAILING]**:

Such written letter requesting exclusion must contain your name, address, telephone number and the last four digits of your Social Security Number, and clearly state that you wish to be excluded from the class. The request for exclusion must be returned by mail to the Settlement Administrator, and must be postmarked on or before **[EXCLUSION DEADLINE DATE – 45 DAYS FROM DATE OF MAILING OF NOTICE]**.

12. If you choose to exclude yourself, you will not receive any money from the settlement, and you will not have any right to object to the settlement. Any request for exclusion submitted after **[DEADLINE]** will be disregarded, and if you submit a late request for exclusion, you will not be able to pursue any claims separately from the Class Action or as part of the Lawsuit.

IF YOU DO NOT AGREE WITH THE SETTLEMENT

13. **IF YOU DO NOT AGREE WITH THE SETTLEMENT**, you can submit an Objection to the Settlement. However, if the Court approves the settlement, you will still be bound by the terms of the settlement. You may both object to the settlement and participate in it.

14. To object, you must submit a written objection by **[INSERT DATE – 45 DAYS FROM DATE OF MAILING OF NOTICE]** by mailing it to CPT Group, Inc. at the address above. Your objection should clearly explain why you object to the Settlement, stating each specific reason in support of your objection and any legal support for each objection. Your objection must also state whether you (or someone on your behalf) intend to appear at the Final Approval Hearing. Your objection must state your full name, address and the dates and position of your work for VoxelMaps. **DO NOT TELEPHONE THE COURT.**

15. To appear at the Final Approval Hearing in Court, you must first file a Notice of Intention to Appear at the Final Approval Hearing, with the San Francisco County Superior Court, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. You can enter an appearance in *propria persona* (meaning you choose to represent yourself) or through your own attorney. To do so, you or your attorney must also file a Notice of Intention to Appear with the Clerk of the Court of the San Francisco Superior Court located at 400 McAllister Street, San Francisco, CA 94102 and mail copies to each of the attorneys listed above in Paragraph 8, no later than **[DATE 45 DAYS FROM DATE OF MAILING]**. To ensure that your request to appear at the hearing is properly processed by the Court, the case name and case number stated in Paragraph 1 of this Notice must be on your notice of Intention to Appear at Final Approval Hearing.

16. If you object to the Settlement, you will remain a member of the Settlement Class and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. Any member of

the Class who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement. ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT TO THE PROPOSED SETTLEMENT NEED NOT APPEAR AT THE SETTLEMENT HEARING.

SUMMARY OF THE SETTLEMENT AGREEMENT

17. The description below is a summary of the terms of the settlement. You may obtain more information about the proposed settlement by contacting any of the attorneys listed above in Paragraph 8 or by reviewing the Settlement Agreement that is on file with the Court.

18. Settlement Fund, Net Settlement Amount, and General Terms. VoxelMaps and the Named Plaintiff have agreed that, in order to resolve this action, VoxelMaps will pay \$175,000.00 (“Settlement Fund”), in exchange for the release of all claims against it. This amount will be used to pay (1) the awards to Class Members that do not choose to exclude themselves from the Lawsuit (“Participating Class Members”), (2) an amount not to exceed \$7,500 for the Named Plaintiff for her activities as a plaintiff and in exchange for an individual general release (subject to approval of the Court), (3) class counsel’s attorney’s fees, up to a maximum amount of \$58,333.33 (subject to approval of the Court), and class counsel’s costs of approximately \$10,500 (subject to approval of the Court), (4) a payment of \$7,500 to the Labor Workforce and Development Agency (subject to approval of the Court), and (5) the costs of settlement administration.

The Net Settlement Amount shall be the settlement consideration remaining after subtracting the following payment obligations approved by the Court from the Settlement Fund of \$175,000:

- (1) Plaintiffs’ attorneys’ fees of no more than \$58,333.33 and costs of approximately \$10,500;
- (2) Enhancement award to the named Plaintiff in the amount of no more than \$7,500;
- (3) Settlement administration fees and costs estimated to be \$5,500; and
- (4) A payment to the Labor Workforce and Development Agency (the “LWDA”) of no more than \$7,500.

Subject to approval of the Court, based on the amounts requested by Plaintiff’s counsel and Plaintiff and on the estimated administrative costs and agreed upon payment to the LWDA, the estimated Net Settlement Amount is \$85,666.67, which will be paid to the Class.

19. Payment Formula. Class Members who do not file a Request for Exclusion will be entitled to a gross award (“Individual Settlement Payment”). Each Individual Settlement Payment (before deduction for payroll taxes) shall be determined as follows:

Subject to Approval of the Court, Participating Class Members will be entitled to a proportional share of the Net Settlement Amount (estimated to be \$85,666.67), based on the

estimated proportional number of weeks worked by each Class Member during the Class Period. Based on current estimates, each Participating Class Member is currently estimated to receive approximately \$446.18 for each week estimated to have been worked as a non-exempt employee.

If you were an “Image and Data Collector” during the Class Period, the estimated gross amount that you will receive is included in the attached Settlement Award Form. The gross amount on the Settlement Award form represents an estimate, is subject to Court approval and could change. The Gross share of the Net Settlement Amount for each Class Member is determined by multiplying the estimated number of workweeks each Class Member while employed by VoxelMaps during the Class Period by the Workweek Dollar Value. The Workweek Dollar Value will be determined by dividing the total amount available to be paid to the Class Members (currently estimated to be \$85,666.67) by the total estimated number of workweeks worked by the Class Members (estimated to be 192). This amount is estimated to be \$446.18 for each week worked. $\$85,666.67 \div 192 \text{ workweeks} = \446.18 for each estimated workweek. If you do not agree with the number of workweeks noted on the enclosed Settlement Award Form, the Settlement Award Form contains instructions on how to contest any of the information provided.

20. Payroll Tax Withholding. Twenty percent (20%) of each gross Individual Settlement Payment shall be comprised of wages subject to payroll taxes and eighty percent (80%) shall be comprised of non-wage income. The Claims Administrator shall withhold the employee’s share of payroll taxes from the portions of the Individual Settlement Payments attributable to wage income. VoxelMaps’ (the employer’s) share payroll taxes owing on the portion of the Individual Payments that is allocated to wages shall be paid out of Voided Settlement Checks to the extent there are any. To the extent that Voided Settlement Checks are insufficient to cover VoxelMaps’ share of the payroll taxes, VoxelMaps shall be responsible for paying the employer’s share of payroll taxes.

21. Distribution Schedule. Subject to approval of the Court, the Settlement Awards will be made by check. The Settlement Fund will be funded by VoxelMaps in three payments:

a. Claims Administration Costs shall be paid upon demand of the approved Class Administrator.

b. \$87,500 funded by the later of August 1, 2021 or sixty (60) days after Final Judgment, which shall be one-half of the Gross Settlement Amount (less the Claims Administration Costs), including fifty percent (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement Payment, and one hundred percent (100%) of the Class Counsel Cost Award.

c. Remaining portion of the Gross Settlement Amount shall be paid by the later of February 1, 2022 or sixty (60) days after Final Judgment, which shall include fifty percent (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement Payment, and the PAGA Payment.

22. Payment of Attorneys’ Fees and Costs for Class Counsel. Class Counsel will ask for fees of no more than \$58,333.33 and actual costs incurred, of approximately \$10,500. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys’ fees and

costs is reasonable. This means that Class Counsel's fees and costs will be paid out of the settlement, and Class members will not have to make any individual payments to the lawyers.

EFFECT OF THE SETTLEMENT-RELEASE OF ALL CLAIMS

23. Release of Claims for Class Members. Upon the Effective Date of the Settlement, all Class Members who have not filed timely, valid Requests for Exclusion shall release, waive and forfeit, and shall have been deemed to have waived and forfeited, all Released Claims against VoxellMaps and Tech Mahindra (Americas), Inc., their parents, subsidiaries and affiliates, and each of them, and their respective agents, general agents, insurers, reinsurers, payroll companies, attorneys, representatives, owners, stockholders, policyholders, principals, partners, employees, officers, directors, trustees, heirs, successors, predecessors, assigns, parent corporations, subsidiaries, affiliated companies, and Peter Atalla ("Released Parties"), and each and all of them.

"Released Claims" means all claims, rights, demands, liabilities and causes of action, alleged in the Action during the Class Period. The primary facts alleged in the Action are that Defendants misclassified Plaintiff and the Class as independent contractors rather than employees and failed to provide Plaintiff and the Class payment of overtime wages, compliant wage statements, reimbursement of expenses, rest breaks, meal periods, and all wages due upon termination. Additionally, Plaintiff alleges that in doing the above, Defendants violated Sections 17200, *et seq.* of the California Business and Professions Code and Sections 2698, *et seq.* of the California Labor Code. The Released Claims include all claims for legal or equitable relief, for compensatory and statutory damages, penalties, liquidated damages, restitution, injunctive relief, pre-judgment and post-judgment interest, and attorney fees and costs of suit that arise from, or relate to, the facts alleged in the Action. The foregoing is intended to include all claims for minimum wages, straight time wages, overtime wages, meal and rest periods, claims under Labor Code Sections 200, 201, 201.5, 202, 203, 204, 205.5, 218, 218.5, 218.6, 221, 225.5, 226, 226(a), 226(e), 226(g), 226.7, 226.8, 500, 510, 512, 1174, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1198, 2698 *et seq.*, and 2802 related only to the Released Claims; California Industrial Welfare Commission Wage Order 1-2001 §1, §2, §3, §4, §7, §11 and §12; California Code of Regulations, Title 8, section 11000(2); and California Civil Code section 3287; and all other wage, interest, statutory damages, penalty, injunctive and attorney fee claims arising from, or related to, the facts alleged in the Action.

With respect to the Released Claims, each Participating Class Member is aware that he or she may hereafter discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims. Nevertheless, it is the intention of each Participating Class Member to fully, finally and forever settle all such matters which do now exist, may exist or heretofore have existed with respect to the Released Claims. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of the Released Claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

24. Conditions of the Settlement. This Settlement is conditioned upon the Court entering a judgment and order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class and that judgment and order having become final.

FINAL SETTLEMENT APPROVAL HEARING

25. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [REDACTED], 2021, at [REDACTED] in Department [REDACTED] of the San Francisco County Superior, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. The Settlement Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, but you may if you choose.** You may also enter an appearance in through your own attorney, if you desire, as explained in Paragraph 15.

26. Any Class Member who does not object in the manner provided in paragraph 14 above shall be deemed to have approved the Settlement and to have waived such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

NO RETALIATION

27. Applicable law prohibits VoxelMaps from retaliating against employees who exclude themselves or object to this Settlement.

WHAT TO DO IF YOU NEED ADDITIONAL INFORMATION

28. This notice only summarizes this Lawsuit, the settlement, and related matters. For more information about the Settlement or if you have any questions regarding the Settlement, you may contact Counsel for either party at the following addresses and telephone numbers:

For the Class:

KITCHIN LEGAL, APC
PATRICK R. KITCHIN (SBN 162965)
1999 Harrison St., 18th Floor (#3535)
Oakland CA 94612-470
Telephone: 415.677.9058
Email: prk@kitchenlegal.com

For VoxelMaps:

BUCHALTER
A Professional Corporation
TRACY A. WARREN (SBN: 228013)
KATHRYN B. FOX (SBN: 279705)
655 W. Broadway, Suite 1625
San Diego, CA 92101
Telephone: 619.219.5335
Email: twarren@buchalter.com
E-mail: kfox@buchalter.com

You may also contact the Settlement Administrator at:

CPT Group, Inc.
50 Corporate Park
Irvine CA 92606
Telephone: (800) 542-0900

Do not contact the Clerk of the Court about this matter.

EXHIBIT B

SETTLEMENT AWARD FORM

**YOU DO NOT HAVE TO SUBMIT A RESPONSE TO THIS FORM TO SHARE
IN THE SETTLEMENT.**

Name & Address

The records of Defendant VoxelMaps, Inc. (“VoxelMaps”) reflect the following:

During the Class Period (defined as April 2, 2016 through [date of preliminary approval], you provided services to VoxelMaps, in California, as an Image and Data Collector, and were classified as an independent contractor. During the Class Period the records of VoxelMaps reflect that you worked [redacted] weeks as an Image and Data Collector. Based on the foregoing information, you are estimated to receive a gross award of \$ [redacted] from this Settlement from which some payroll taxes will be withheld. The foregoing amount is an estimated amount based on current projections and is subject to Court approval and subject to revision.

Procedure for Disputing Information

If you dispute the number of hours that you worked as an Image and Data Collector for VoxelMaps in the State of California from April 2, 2016 to [date of preliminary approval], you must send a letter to the Settlement Administrator on or before [Response Deadline] stating the reasons why you dispute the number of workweeks reflected in VoxelMaps’ Records and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the number of workweeks you claim you performed work as an Image and Data Collector for VoxelMaps in the State of California from April 2, 2016 to [date of preliminary approval]. If you fail to dispute the above information by [Response Deadline], you will be foreclosed from disputing the foregoing information provided by VoxelMaps.

Any disputes and supporting documentation must be postmarked by [Response Deadline] and should be sent to the Settlement Administrator at the following address:

CPT Group, Inc.
Re: *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*
50 Corporate Park
Irvine CA 92606
Telephone: (800) 542-0900

The Settlement Administrator will review your dispute and all supporting documentation that you provide. After carefully considering the information you submit, and the information from VoxelMaps’ records, the Settlement Administrator will make a determination about your dispute, and determine how many workweeks you worked for VoxelMaps during the Class Period, which resolution shall be conclusive, final and binding.

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN FRANCISCO**

10 HOLLY LA LUZ, an individual and on behalf of
11 all others similarly situated,

12 Plaintiff,

13 vs.

14 VOXELMAPS, INC., a Delaware corporation;
15 TECH MAHINDRA (AMERICAS), INC., a
New Jersey corporation; PETER ATALLA, an
individual; and DOES 1-50, inclusive,

16 Defendants.
17
18

CASE NO. CGC-20-584129
Assigned to Honorable Garrett L. Wong
Department: 610

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

Complaint Filed: April 2, 2020

Date:
Time:
Dept.

19 **ORDER**

20 On [date of preliminary approval], this Court conducted a hearing on the Motion for
21 Preliminary Approval of Class Action Settlement. Patrick R. Kitchin, Esq. of Kitchin Legal, APC
22 appeared on behalf of Plaintiff Holly La Luz ("Plaintiff"). Kathryn B. Fox, Esq. of Buchalter, APC
23 appeared on behalf of Defendant VoxelMaps, Inc. ("VoxelMaps" or "Defendant") (collectively,
24 the "Parties").

25 Having considered the Joint Stipulation of Class Action Settlement and Release
26 ("Settlement Agreement" or "Settlement"), the Motion for Preliminary Approval of Class Action
27 Settlement and all of the legal authorities and documents submitted in support thereof and **GOOD**
28

1 **CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion for Preliminary Approval of
2 Class Action Settlement is **GRANTED**, subject to the following findings and orders:

3 1. This Order incorporates by reference the definitions in the Settlement Agreement,
4 and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

5 2. The Settlement Class shall conditionally be certified for settlement purposes only
6 and shall include all former independent contractors, who allegedly should have been classified as
7 employees, who worked for VoxelMaps in California as “Image and Data Collectors” from April
8 2, 2016 through [date of preliminary approval] (“Class Period”), except that the Settlement Class
9 will not include any person who previously settled or released any of the Claims covered by this
10 Settlement or any person who was previously paid or received an award through any civil or
11 administrative action for any Claim covered by this Settlement.

12 3. The class action settlement set forth in the Settlement Agreement, entered into
13 among the parties and their counsel, is preliminarily approved as it appears to be proper, to fall
14 within the range of reasonableness, to be the product of arm’s-length and informed negotiations, to
15 treat all Class Members fairly, and to be presumptively valid, subject only to any objections that
16 may be raised at the Final Approval Hearing.

17 4. The Court approves, as to form and content, the proposed Notice of Class Action
18 Settlement (“Notice”) and Settlement Award Form. The Notice and Settlement Award Form shall
19 be sent in English.

20 5. The Court directs the mailing, by First-Class U.S. mail, of the Notice and Settlement
21 Award Form to Class Members, in accordance with the schedule set forth below. The Court finds
22 that the method selected for communicating the Settlement to Class Members is the best notice
23 practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to
24 notice, and thereby satisfies due process.

25 6. The named Plaintiff is a suitable class representative and is appointed Class
26 Representative for the Settlement Class.

7. Kitchin Legal, APC has demonstrated to the Court's satisfaction that it is experienced in class action litigation and will adequately represent the interests of all Class Members. Accordingly, the Court appoints Kitchin Legal, APC as Class Counsel.

8. The Court approves CPT Group, Inc. as the Claims Administrator.

9. Through and including the date set for final approval to facilitate the administration of this Settlement, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement unless such individual Class Members have filed valid exclusion requests with the claims administrator.

10. The following dates shall govern for the purposes of this Settlement:

[date] (or not more than ten calendar days after preliminary approval)	Defendant shall provide to the Claims Administrator a list, formatted in Microsoft Office Excel, of each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment in California during the Class Period and number of workweeks Class Members; and any other relevant information needed to calculate settlement payments.
[date] (or not more than twenty calendar days after receipt of the Class List)	Last day for Claims Administrator to mail Notice to Class Members.
[date] (or not more than sixty calendar days after Claims Administrator mails the Notice)	Last Day for Class Members to opt out, serve objections to the Settlement and/or mail Individual Response Form.
[date]	Plaintiff files Motion for Final Approval of Class Action Settlement and Motion for a

	Class Representative Enhancement Payment and an Award or Attorneys' Fees and Costs.
[date], [time] (not less than thirty days after response deadline)	Hearing on Motion for Final Approval of Class Action Settlement and Motion for a Class Representative Enhancement Payment and an Award or Attorneys' Fees and Costs.

IT IS SO ORDERED.

Dated: _____

San Francisco County Superior Court Judge

EXHIBIT D

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN FRANCISCO**

10 HOLLY LA LUZ, an individual and on behalf of
11 all others similarly situated,

12 Plaintiff,

13 vs.

14 VOXELMAPS, INC., a Delaware corporation;
15 TECH MAHINDRA (AMERICAS), INC., a
New Jersey corporation; PETER ATALLA, an
individual; and DOES 1-50, inclusive,

16 Defendants.
17
18

CASE NO. CGC-20-584129
Assigned to Honorable Garrett L. Wong
Department: 610

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: April 2, 2020

Date:
Time:
Dept.

19 **ORDER**

20 On [date of final approval hearing], at [time] in Department 610, the Court hearing
21 Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement ("Motion") and
22 Motion for Attorney's Fees and Costs. GOOD CAUSE appearing, IT IS HEREBY ORDERED
23 that the Motion is GRANTED as follows:

24 1. The Court gives Final Approval to the Settlement as fair, reasonable and adequate
25 as to each of the Parties, and consistent with and in compliance with California law, and directs the
26 Parties and their counsel to implement and consummate the Settlement Agreement in accordance
27
28

1 with the Settlement Agreement's terms and provisions. The Court finds that the proposed relief
2 with respect to the Class is appropriate, both as the individual members of the Class and as a whole.

3 2. The Court finds that the notice program implemented pursuant to the Settlement
4 Agreement (i) constituted appropriate notice, (ii) was reasonably calculated, under the
5 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
6 object or exclude themselves from the proposed Settlement, to appear at the Final Approval
7 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted due,
8 adequate and sufficient notice to all persons entitled to receive notice, and (iv) met applicable
9 requirements of due process.

10 3. Solely for the purposes of effectuating the Settlement, this Court has concluded that
11 certification of the class is appropriate and hereby certifies the Class as defined below (and in the
12 Settlement Agreement) and further concludes that this definition is sufficient for purposes of
13 California Rules of Court 3.765(a) and 3.771, and that the Settlement Agreement is binding on all
14 Class Members, as defined below:

15 All former independent contractors, who allegedly should have been
16 classified as employees, who worked for VoxelMaps in California
17 as "Image and Data Collectors" from April 2, 2016 through [date of
18 preliminary approval], excluding those who submitted valid and
19 timely Requests for Exclusion with the Claims Administrator.

20 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
21 for the purpose of entering into and implementing the Settlement.

22 5. The Court finds that there were [redacted] valid opt outs: [insert names, if any].

23 6. The Court finds no objections were submitted to the Settlement.

24 7. The Court adjudges that, upon the Effective Date, Plaintiff and the Class Members
25 have fully, finally, and conclusively compromised, settled, discharged, dismissed and released any
26 and all Released Claims as provided in the Settlement Agreement approved by the Court on [date
27 of preliminary approval], and the amendment thereto.

1 8. The Court approves Class Counsel's Attorney's Fees in the amount of \$58,333.33,
2 and Costs in the amount of \$ [REDACTED]. The Attorney's fees and litigation expenses shall be paid
3 in accordance with the Settlement. The Parties are to bear their own attorney's fees and costs, except
4 as otherwise provided in this paragraph.

5 9. The Court further approves payment of a service award in an amount of \$7,500 to
6 class representative: Holly La Luz. This payment is to come out of the Gross Settlement Amount
7 in recognition of her services on behalf of the Class in this Action, which is in addition to her
8 payments as a participating claimant. The service award will be paid in accordance with the terms
9 of the Settlement.

10 10. The Court approves the Claims Administration Fee of \$ [REDACTED], to be paid to CPT
11 Group, Inc. out of the Gross Settlement Fund.

12 11. The Court approves the LWDA Payment in the amount of \$10,000.00, with
13 \$7,500.00 going to the LWDA and \$2,500.00 to be included within the Net Settlement Fund.

14 12. The Court approves the payments to the Participating Class Members, according to
15 the terms of the Settlement Agreement and the Final Approval Order and Judgment. Upon the
16 Effective Date, Plaintiff and all members of the Settlement Class shall have, by operation of this
17 Order and Judgment, finally and forever released, relinquished, and discharged Defendant from all
18 claims as defined by the Settlement Agreement. Upon the effective date, Plaintiff and all members
19 of the Settlement Class shall be and are hereby permanently barred and enjoined from instituting
20 or prosecuting any and all claims released under the terms of the Settlement Agreement.

21 13. Without affecting the finality of the Final Order for purposes of appeal, the Court
22 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
23 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other
24 necessary purposes.

25 14. This document shall constitute a Judgment for purposes of California Rule of Court
26 3.769(h). The Parties are ordered to cause a copy of this Order and Judgment to be posted by the
27 Claims Administrator, CPT Group, Inc., on its website, in order to provide notice to the Class as
28 required by California Rule of Court 3.771(b).

1 15. The Court will set a Case Review Re: Distribution for [date of review hearing] at
2 [time] in this Department, regarding the status of the settlement administration and any residual
3 funds. The parties shall file a Declaration Re: Distribution by [time] on [date], and to provide a
4 conformed courtesy copy directly in this Department.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

San Francisco County Superior Court Judge

EXHIBIT E

Tolling and Service of Process Agreement

The parties to this Tolling and Service of Process Agreement are Plaintiff Holly La Luz and Defendant Peter Atalla. Plaintiff Holly La Luz asserts Defendant Peter Atalla has been properly served with the Summons, Complaint and First Amended Complaint in *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, San Francisco Superior Case No. CGC-20-584129. Defendant Peter Atalla asserts he has not been properly served with the Summons, Complaint or First Amended Complaint.

1. Beginning on December 15, 2020, all statutes of limitations and all other applicable time periods relating to the claims asserted by Plaintiff Holly La Luz on an individual and class basis in *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, San Francisco Superior Case No. CGC-20-584129, against Defendant Peter Atalla are hereby tolled, and will not continue to run during the tolling period.

2. If the CLASS ACTION SETTLEMENT is not finally approved by the Court and judgment entered thereupon, or if Defendant VoxelMaps, Inc. rescinds the CLASS ACTION SETTLEMENT pursuant to its terms, or if Defendant VoxelMaps, Inc. fails to fully satisfy the payment terms of the CLASS ACTION SETTLEMENT AGREEMENT, Plaintiff and Peter Atalla agree that Plaintiff may request a default judgment be entered against Mr. Atalla based on the alleged prior service of the Summons, Complaint and First Amended Complaint, and that Mr. Atalla may oppose a request for default on the grounds that he was not properly served with the Summons, Complaint or First Amended Complaint. No additional notice or service shall be required prior filing a default against Peter Atalla.

The term "CLASS ACTION SETTLEMENT" refers to the settlement agreement reached in mediation on December 15, 2020 between Holly La Luz and VoxelMaps, Inc., and memorialized in their Joint Stipulation of Class Action Settlement and Release.

Date

02 / 10 / 2021

Date

Plaintiff Holly La Luz



Defendant Peter Atalla

Tolling and Service of Process Agreement

The parties to this Tolling and Service of Process Agreement are Plaintiff Holly La Luz and Defendant Peter Atalla. Plaintiff Holly La Luz asserts Defendant Peter Atalla has been properly served with the Summons, Complaint and First Amended Complaint in *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, San Francisco Superior Case No. CGC-20-584129. Defendant Peter Atalla asserts he has not been properly served with the Summons, Complaint or First Amended Complaint.

1. Beginning on December 15, 2020, all statutes of limitations and all other applicable time periods relating to the claims asserted by Plaintiff Holly La Luz on an individual and class basis in *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, San Francisco Superior Case No. CGC-20-584129, against Defendant Peter Atalla are hereby tolled, and will not continue to run during the tolling period.

2. If the CLASS ACTION SETTLEMENT is not finally approved by the Court and judgment entered thereupon, or if Defendant VoxelMaps, Inc. rescinds the CLASS ACTION SETTLEMENT pursuant to its terms, or if Defendant VoxelMaps, Inc. fails to fully satisfy the payment terms of the CLASS ACTION SETTLEMENT AGREEMENT, Plaintiff and Peter Atalla agree that Plaintiff may request a default judgment be entered against Mr. Atalla based on the alleged prior service of the Summons, Complaint and First Amended Complaint, and that Mr. Atalla may oppose a request for default on the grounds that he was not properly served with the Summons, Complaint or First Amended Complaint. No additional notice or service shall be required prior filing a default against Peter Atalla.

The term "CLASS ACTION SETTLEMENT" refers to the settlement agreement reached in mediation on December 15, 2020 between Holly La Luz and VoxelMaps, Inc., and memorialized in their Joint Stipulation of Class Action Settlement and Release.

02 / 13 / 2021

Date



Plaintiff Holly La Luz

02 / 10 / 2021

Date



Defendant Peter Atalla

EXHIBIT B

La Luz v. VoxelMaps
Case No.: CGC-20-584129

Damages and Statutory Penalties		
Violation	Value	Interest
Labor Code § 226.7 Rest Periods	Penalty Wage: One extra hour (\$18.50) for every shift over 3.5 hours per class member	7% on penalty wages for missed rest periods from last day of pay period in which rest period not provided from end of each pay period
Labor Code § 226.7 Meal Periods (Two calculations)	Penalty Wage: One hour of wages for every class member who worked more than 6.0 hours in a shift (when no “Lunch Break” is noted)	7% on penalty wages for missed meal periods from last day of pay period in which meal period not provided from end of each pay period
Labor Code § 510 Overtime	.5 x hourly rate (\$18.50) for all work time over 8 in one day and/or 40 in one work week	10%
Labor Code § 226 Record Keeping	\$50 for first pay period and \$100 for each subsequent pay period	
Labor Code § 203 Waiting Time Penalties	30 times average daily wages earned by those class members who worked any overtime hours	

Assumptions

Paid for All Time on Clock
Wage Rate: \$18.50
OT Premium Rate: \$9.25
Work Week: Monday-Sunday
Pay Period: 1-15 and 16-end of month

La Luz v. VoxelMaps
Case No.: CGC-20-584129

Reimbursement		
Expense	Amount	
Cell Phone Use	\$5 per day worked	
Cell Phone Service (Two calculations)	\$25 for each month in which 10 or more days worked, OR \$15 for each month in which 9 or fewer dates worked	10% from end of each month worked
Home Internet Service (Two calculations)	\$35 for each month in which 10 or more days worked, OR \$20 for each month in which 9 or fewer dates worked	10% from end of each month worked
Travel-Related Expenses	\$10 per day worked	10% from end of each month worked

La Luz v. VoxelMaps
Case No.: CGC-20-584129

PAGA Penalties	
Violation	Value
Labor Code § 201-204 Failure to pay wages when due	\$100 per pay period in which class member worked any OT
Labor Code § 208 Failure to pay wages at place of discharge	\$100 per class member (1-time penalty) for all class members who worked any OT
Labor Code § 226 Wage statement violations	\$100 per pay period for all class members
Labor Code § 226.8 Misclassification (Alternative Values)	1. \$2,500 per class member who worked one day or more 2. \$5,000 per class member who worked one day or more 3. \$10,000 per class member who worked one day or more 4. \$15,000 per class member who worked one day or more
Labor Code § 432.5 Required to sign IC Agreement	\$100 per class member (1-time penalty)
Labor Code § 510 Failure to pay overtime	\$100 per pay period in which class member worked any OT
Labor Code § 558 Underpaid employees	\$50 per pay period in which class member worked any OT
Labor Code § 1199 Labor Conditions	\$100 per class member per pay period
Labor Code § 2802 Failure to reimburse	\$100 per class member per pay period

EXHIBIT C

1 JOHN CUMMING, SBC #068796
2 jcumming@dir.ca.gov
3 State of California, Department of Industrial Relations
4 OFFICE OF THE DIRECTOR
5 1515 Clay Street, 17th Floor
6 Oakland, CA 94612
7 Telephone: (510) 286-7087
8 Fax: (510) 62232650
9
10 Counsel for Department of Industrial Relations
11 appearing specially for the Labor and Workforce
12 Development Agency

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 DOUGLAS O'CONNOR, et al.,
16
17 Plaintiffs,
18
19 v.
20 UBER TECHNOLOGIES, et al.,
21
22 Defendants.

Case No. 13-cv-03826-EMC

**CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT
AGENCY'S COMMENTS ON
PROPOSED PAGA SETTLEMENT**

23 The California Labor and Workforce Development Agency (the "LWDA") respectfully files
24 this brief in response to the Court's Order Inviting Comments on Proposed PAGA Settlement
25 [Document 725] issued on June 30, 2016. Although LWDA expresses no position on the merits of the
26 underlying dispute in this matter, it reserves its right to take a position on questions of employment
27 involving the defendant and drivers.

28 The primary purpose of the California Private Attorneys General Act of 2004, Labor Code
sections 2698 – 2699.5 ("PAGA"), is to advance the state's policy of vigorously enforcing minimum
labor standards. (See Cal. Lab. Code § 90.5.) When PAGA was originally enacted in 2003, the
Legislature made the following findings:

(a) Adequate financing of essential labor law enforcement functions is necessary to
achieve maximum compliance with state labor laws in the underground economy and to
ensure an effective disincentive for employers to engage in unlawful and anticompetitive
business practices.

(b) Although innovative labor law education programs and self-policing efforts by industry watchdog groups may have some success in educating some employers about their obligations under state labor laws, in other cases the only meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil penalties as provided in the Labor Code.

(c) Staffing levels for state labor law enforcement agencies have, in general, declined over the last decade and are likely to fail to keep up with the growth of the labor market in the future.

(d) It is therefore in the public interest to provide *that civil penalties for violations of the Labor Code may also be assessed and collected by aggrieved employees acting as private attorneys general*, while also ensuring that state labor law enforcement agencies' enforcement actions have primacy over any private enforcement efforts undertaken pursuant to this act.

(Calif. Stats. 2003, ch. 906, § 1 [uncodified], emphasis added; see also *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 ["An employee plaintiff suing . . . under [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies. The act's declared purpose is to supplement enforcement actions by public agencies, which lack adequate resources to bring all such actions themselves."].)

By creating a cause of action under which private plaintiffs may recover civil penalties otherwise recoverable by the state, PAGA benefits the public by augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring noncompliance. This furthers the state's policy to protect workers from substandard and unlawful conditions and also to protect employers "who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards." (Lab. Code § 90.5, subd. (a).) In serving the state's public policy, however, the LWDA emphasizes that PAGA is not intended to be used in connection with unmeritorious claims in order to leverage settlements under threat of excessive litigation costs, attorneys' fees.

A PAGA judgment binds all nonparty employees, even outside the class action context. (See *Arias, supra*, 46 Cal. 4th at p. 986 ["Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government."].) It is thus important that when a PAGA claim is settled, the relief provided for under the PAGA be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public and, in the context of a class action, the court evaluate whether the settlement meets the standards of being "fundamentally fair, reasonable, and adequate" with reference to the public policies underlying the

1 PAGA.

2 Because the primary focus of a court's inquiry is the protection of absent class members, the
 3 LWDA recognizes that claims asserted and to be settled under PAGA are somewhat distinct from the
 4 other claims encompassed within the proposed settlement. This is so because, as noted, the primary
 5 purpose of PAGA is to benefit the public, not just the class members, and the monetary relief under
 6 PAGA is in the form of civil penalties that would otherwise be recoverable by the state, 75 percent of
 7 which must be paid to the LWDA. (See Labor Code §2699, subd. (i).) The penalties available to the
 8 state and to plaintiffs who bring PAGA actions are distinct from the penalties available to employees
 9 in conjunction with their private claims. (Compare Labor Code § 226, subd. (e)(1) [damages due
 10 employee for wage stub violations] with Labor Code § 226.3 [penalties that can be assessed by State
 11 Labor Commissioner for wage stub violations].) For that reason, when reviewing the monetary relief
 12 allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not
 13 necessarily be viewed through the same lens as the relief obtained by absent class members on other
 14 claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal
 15 the percentage of recovery on the other claims). This is because, as noted, the PAGA settlement
 16 primarily serves the important purpose of benefitting the public, whereas the court is charged with
 17 considering the interests of the absent class members.

18 With the foregoing observations as background, the LWDA makes the following specific
 19 observations about the proposed PAGA allocation and class action settlement in this case. First, based
 20 on the limited information contained in the moving papers about the numbers of workers and claims,
 21 the LWDA believes it is accurate to estimate the potential PAGA penalty exposure as in excess of
 22 \$1 billion. Second, the Agency can discern no rationale for allocating \$1 million of the proposed
 23 settlement fund to the PAGA claim (out of a total settlement fund of \$84 or \$100 million), other than
 24 that this is a "round" number and a large figure in comparison to other PAGA settlements. However,
 25 the underlying assumption that this fits within some sort of benchmark test is not necessarily accurate.
 26 The LWDA is not aware any existing case law establishing a specific benchmark for PAGA
 27 settlements, either on their own terms or in relation to the recovery on other claims in the action.¹ And
 28 for the reasons noted above, there may be no clear basis for establishing such a bright line rule in light
 both of the unique nature and purposes of PAGA, and the myriad of facts and circumstances that may

¹ Plaintiffs' have argued here that *Amaral v. Cintas Corp.* No.2 (2008) 163 Cal.App.4th 1157, set a standard of limiting PAGA penalties to one-third of the damages recovered. The *Amaral* decision, however, is not susceptible to that interpretation. The court simply cited this proportionality as a reason for rejecting the defendant's contention that the penalty in that case was "confiscatory." (*Id.* at p. 1214.)

1 exist in each proposed class action settlement. In most class action settlement negotiations, class
 2 counsel attempt to maximize the recovery for their clients and for their attorneys' fees and costs, while
 3 defense counsel seek to limit their clients' overall exposure. The easiest claim to compromise in such
 4 a negotiation may well be the PAGA claim. As such, examples of other settlements with limited
 5 PAGA penalty allocations are evidence of nothing more than that parties agreed to set penalties in
 6 those amounts, and the reviewing courts had no basis for looking behind the agreement.

7 The LWDA tracks the receipt of PAGA penalty checks, and while this would be one of the
 8 higher settlement amounts, it is not the highest PAGA penalty recovery within the past 18 months.
 9 In May of 2015, the LWDA received PAGA penalties in the amount of \$975,930.75 from a
 10 \$2 million settlement in *Padilla v. Staffmark Investment LLC*, San Bernardino Superior Court
 11 No. CIVDS1408641, and in May of this year, the LWDA received penalties in the amount of
 12 \$2,979,422.13 from a \$6.25 million settlement in *Dutt v. Lowe's HIW, Inc.*, Los Angeles Superior
 13 Court Nos. BC553191, et al. From the limited information available to the LWDA, it appears that
 14 both cases were focused solely on enforcing violations and recovering penalties through PAGA
 15 rather than on any claims for private relief. These examples are offered not for the purpose of
 16 suggesting a different benchmark, but rather to further illustrate the point that PAGA penalties must
 17 be evaluated in terms of their public policy objective and not just through the prism of what private
 18 relief has been sought or obtained.

19 The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but
 20 rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable
 21 and adequate, with primary consideration for the interests of absent class members. The LWDA also
 22 recognizes and respects that this determination is ultimately committed to the Court's discretion, and
 23 that the Court is in the best position to evaluate the merits of the claims asserted, the evidence in the
 24 case, the risks to the class of proceeding to trial, and the overall benefits conferred by the settlement.
 25 (*Churchill Vill., L.L.C. v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566, 575; *Hanlon, supra*, 150 F.3d at

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1 p. 1026.) Ultimately, the LWDA emphasizes the need to take into account the unique public policy
2 role of the PAGA in this evaluation.

3 Dated: July 29, 2016

Respectfully submitted,

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5
6 /s/ John Cumming

7 John Cumming
8 Counsel for Department of Industrial Relations
9 appearing specially for the Labor and Workforce
10 Development Agency
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