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Attorneys for Plaintiff Saul Andrade

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SAUL ANDRADE, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

v.

MACH 1 GLOBAL, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

SAUL ANDRADE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MACH 1 GLOBAL, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG20069104 (Lead)
RG21108078

Honorable Somnath Raj Chatterjee
Department 517

CLASS ACTION

**DECLARATION OF OVSANNA
TAKVORYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action and PAGA
Settlement; and [Proposed] Order filed
concurrently herewith]

Date: January 26, 2023
Time: 2:30 p.m.
Department: 517

Complaints Filed: July 28, 2020;
June 25, 2021
Trial Date: None Set

DECLARATION OF OVSANNA TAKVORYAN

I, Ovsanna Takvoryan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Saul Andrade (“Plaintiff”) in the above-captioned consolidated actions. The facts set forth in this declaration are within my personal knowledge, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions, successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, and intervention. She has successfully
26 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

1 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also
2 has extensive experience with class action and/or representative action settlements. She is a
3 member of the California Employment Lawyers Association.

4 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
5 from Occidental College in 1998 and earned my Juris Doctor degree from the University of
6 California, Los Angeles in 2001. I was admitted to practice law in California in 2001. I am
7 admitted to practice before all courts of the State of California and all federal district courts in the
8 State of California. I have worked on many wage and hour class action and PAGA representative
9 matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative
10 notice exhaustion, mediation, drafting, negotiating, and finalizing settlement agreements,
11 engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior
12 to working at Lawyers *for* Justice, PC, I founded my own boutique law firm in 2009 and in 2018
13 became a partner of an international law firm with over 240 attorneys worldwide, where I served
14 as the administrative partner of the Los Angeles office and led the Global Finance Practice team.
15 I have structured and negotiated a broad spectrum of complex commercial transactions and
16 provided legal advice on potential risks and issues across various industries in a wide range of
17 legal areas. I have also served as lead counsel on a jury trial. I currently serve on the Board of the
18 Charlotte and Elise Merdinian Armenian Evangelical School and the Armenian Bar Association's
19 Board of Governors, and I am a Former Executive Committee Chair of the Beverly Hills Bar
20 Association.

21 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
22 **REPRESENTATIVE ACTION CASES**

23 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
24 ("LFJ") has achieved on behalf of its clients:

25 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a major property management company involving allegations
27 of misclassification of various "manager" positions. On September 20, 2010, the court granted
28

1 final approval of the class action settlement. The Los Angeles County Superior Court Case
2 Number is BC400414.

3 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of household items involving allegations of
5 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC413498.

8 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national property management company involving
10 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
11 granted final approval of the class action settlement. The Los Angeles County Superior Court
12 Case Number is BC430918.

13 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer involving allegations of misclassification of
15 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
16 certification. On August 26, 2013, the court granted final approval of the class action settlement.
17 The Los Angeles County Superior Court Case Number is BC424012.

18 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a bank, involving allegations of
20 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
21 granted final approval of the class and PAGA representative action settlement. The Kern County
22 Superior Court Case Number is S-1500-CV-273194-LHB.

23 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 wage-and-hour class and PAGA representative action against a national wholesale distributor of
25 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
26 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
27 representative action settlement. The Sacramento County Superior Court Case Number is 34-
28 2012-00136285.

1 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class action against a multinational corporation that provides global workplace
3 solutions, involving allegations of misclassification of the “Operations Manager” position. On
4 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
5 County Superior Court Case Number is BC478769.

6 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a national retailer of household
8 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
9 final approval of the class and PAGA representative action settlement. The San Francisco County
10 Superior Court Case Number is CGC-13-532344.

11 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action involving allegations of misclassification of
13 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
14 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
15 the class and PAGA representative action settlement. The Los Angeles County Superior Court
16 Case Number is BC474784.

17 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of upscale
19 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
20 granted final approval of the class and PAGA representative action settlement. The Los Angeles
21 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
22 Coordination Proceeding Number is 4794.

23 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
25 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
26 settlement. The Los Angeles County Superior Court Case Number is BC488069.

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1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
13 exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
22 employer’s motion to compel arbitration, which resulted in a published opinion by the California
23 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
24 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
25 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
26 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement.
24 The Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

1 w) LFJ represented the plaintiff in a PAGA representative action, against the
2 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
3 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
4 Los Angeles County Superior Court Case Number is BC569664.

5 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC577233.

10 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
12 employees. On December 11, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC569646.

15 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a property management company
17 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
18 approval of the class and PAGA representative action settlement. The Los Angeles County
19 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
20 Number is 4819.

21 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a global provider of flexible office
23 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC498401.

26 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
28 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare

County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

1 hh) LfJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
6 of the PAGA representative action settlement. The San Diego County Superior Court Case
7 Number is 34-2015-00175330.

8 ii) LfJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class and PAGA representative action against a medical equipment supplier on
10 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
11 for class certification and certified a class. The San Bernardino County Superior Court Case
12 Number is CIVDS1505744.

13 jj) LfJ, in association with co-counsel therein, represents the plaintiff in a
14 wage-and-hour class and PAGA representative action against a large national drug testing
15 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
16 plaintiff's motion for class certification and certified a class. The San Diego County Superior
17 Court Case Number is 37-2018-00019611-CU-OE-CTL.

18 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
20 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
21 court granted in part the plaintiff's motion for class certification and certified a class. The
22 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
23 Judicial Council Coordination Proceeding Number is 4930.

24 ll) LfJ, in association with co-counsel therein, represents the plaintiffs in a
25 wage-and-hour class action against manufacturer and supplier of power products and services on
26 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
27 for class certification and certified a class. The San Diego County Superior Court Case Number
28 is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

BASIC INFORMATION ABOUT THE CASES AND REACHING THE SETTLEMENT

8. Marked and attached as "**Exhibit 1**" is the Class and Representative Action Settlement Agreement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff Saul Andrade, individually and on behalf of all others similarly situated and aggrieved employees, on the one hand, and Defendant Mach 1 Global Services, Inc. ("Defendant"), on the other hand. Additionally, the proposed Notice of Class Action Settlement and Hearing Date for Final Approval ("Class Notice") is attached as "**Exhibit A**" to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement.

9. The Class is estimated to consist of approximately eighty-four (84) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this consolidated actions has translated into tangible monetary benefits for Class Members in the following respects: (1) Class Members and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar complex wage and hour class action and/or representative action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the cases for over two years and was actively preparing the matter for class certification and trial. The Settlement is the result of private mediation. On August 27, 2021, the parties engaged in settlement negotiations and participated in a formal, full-day mediation conducted by Hon. Suzanne Segal and the parties reached a proposed class action and PAGA settlement which was memorialized in the Settlement Agreement and is presented to this Court for preliminary approval. The Settlement, if approved by the Court, will resolve the above-captioned consolidated actions in their entirety. Prior to and during the mediation and

1 settlement discussions, the parties exchanged extensive information and engaged in discussions
2 regarding their evaluations of the cases and various aspects of the case, including but not limited
3 to, the risks and delays of further litigation, the risks to the parties of proceeding with class
4 certification and/or representative adjudication, the law relating to off-the-clock theory, meal and
5 rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as
6 the evidence produced and analyzed, and the possibility of appeals, among other things. During
7 all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial
8 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
9 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff
10 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
11 After conducting investigations, formal and informal discovery, and exchange of information,
12 extensive settlement negotiations, and with the aid of the mediator's evaluation, the parties have
13 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
14 principal claims, as well as the costs and risks to both sides that would attend further litigation.
15 The Settlement is a fair, reasonable, and adequate resolution of the Released Claims of Plaintiff
16 and Settlement Class Members, and the Released PAGA Claims of PAGA Aggrieved Employee
17 Group members, against the Released Parties.

18 12. The parties used the pre-mediation time to investigate the veracity, strength, and
19 scope of the claims, and Class Counsel was preparing the matter for class certification and trial.
20 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
21 informal discovery regarding the facts of the case, including and not limited to, the exchange,
22 review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff,
23 and other sources. Class Counsel propounded multiple sets of formal written discovery requests
24 onto Defendant (specifically, Requests for Production of Documents (Set One), Special
25 Interrogatories (Set One & Two), and Form Interrogatories (Set One)) and served notices of
26 depositions of Defendant's Person Most Knowledgeable designees regarding organizational
27 structure and wage and hour practices, along with requests for production of documents. The
28 volume of data and documents that Class Counsel reviewed and analyzed included and was not

1 limited to: employment records of Plaintiff and other Class Members, Class Members' time and
2 pay data, company policy acknowledgements (including but not limited to acknowledgments of
3 Privacy Practices, Code of Business Conduct, Mach 1 Company Computer and Internet Policy,
4 Drivers Manual Receipt, Receipt of Equipment, Permission to Obtain Driving Record, Company
5 Policy and Procedures on Driver and Vehicle Tickets, Fuel Grade Agreement, Portable 2 Way
6 Radios/Cellular Phones, Mach 1 Handheld Communication Devices, Driver's Manual Receipt,
7 Driver Certification for Other Compensated Work, Code of Safe Practices, Mach 1 Receipt of
8 Equipment, and Employee Release Authorization), internal memoranda, job descriptions, new hire
9 orientation checklists, operations and employment practices (including but not limited to Driver's
10 Pick Up and Delivery Handbook, Driver Safety Award Program, CSA Factsheets, Driver Daily
11 Production, Accident Information Guide, Driver Break Period Off-Duty, Driver Certification for
12 Other Compensated Work, and Driver Data Sheet for Casuals, New Hires, & Temporary
13 Employees), forms (including but not limited to Drivers Daily Pick Up and Delivery Log,
14 Inspection Checklist, Weekly Vehicle Odometer, Tire Pressure, and Tire Depth Report, and New
15 Employee HR Form), procedures and policies (including but not limited to United States Personnel
16 Policy Handbook, Drug and Alcohol Policy, Policy re hours of service, rest break, meal break,
17 time records, etc., Policy re Commercial Vehicle Inspections, Accident check list, Policy re
18 Handheld Communication Devices while operating a commercial motor vehicle, Company Policy
19 and Procedures on Driver and Vehicle Tickets, Seat Belt Policy, Hourly Employee Lunch Break
20 Policy, and Payroll Distribution Policy) among other information and documents. Class Counsel
21 interviewed Plaintiff and other putative class members to gather facts and to identify potential
22 witnesses. Counsel for the parties also met and conferred on numerous occasions, e.g., to discuss
23 issues relating to the pleadings, contemplated motion practice, discovery, and the production of
24 documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
25 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
26 among other tasks.

27 13. Counsel for the parties have also invested time researching and investigating the
28 applicable law, which is constantly evolving as it relates to certification, representative PAGA

1 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
2 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
3 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
4 reasonable.

5 14. The Settlement provides for a Gross Settlement Amount of Three Hundred Sixty
6 Thousand Dollars (\$360,000.00). The Net Settlement Amount is the Gross Settlement Amount
7 less the following amounts subject to approval by the Court: (1) Attorneys' fees incurred by Class
8 Counsel in the amount of up to one-third (1/3) of the Gross Settlement Amount or One Hundred
9 Twenty Thousand Dollars (\$120,000.00); (2) reimbursement of litigation costs and expenses
10 incurred by Class Counsel in an amount not to exceed Twenty Four Thousand Dollars
11 (\$24,000.00) subject to documentation; (3) settlement administration costs currently estimated not
12 to exceed Seven Thousand Dollars (\$7,000.00); (4) Class Representative Service Award to
13 Plaintiff in the amount of up to Five Thousand Dollars (\$5,000.00); and (5) the amount of Thirty
14 Six Thousand Dollars (\$36,000.00) allocated toward penalties under PAGA ("PAGA
15 Allocation"), of which seventy-five percent (75%) (i.e., \$27,00.00) shall be paid to the California
16 Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%)
17 (i.e., \$9,000.00) will be distributed to the PAGA Aggrieved Employee Group (the "PAGA
18 Settlement Fund"). Assuming that the amounts allocated under the Settlement toward these
19 payments are awarded by the Court, the Net Settlement Amount that will be available for
20 distribution to Settlement Class Members is currently estimated to be One Hundred Sixty-Eight
21 Thousand Dollars (\$168,000.00). The Gross Settlement Amount will be fully distributed in
22 accordance with the terms of the Settlement and there is no reversion to Defendant.

23 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
24 ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration
25 process. The parties respectfully request that the Court appoint Phoenix to handle these procedures
26 and serve as the Settlement Administrator. Settlement Administration Costs are currently
27 estimated not to exceed Seven Thousand Dollars (\$7,000.00) and will be paid out of the Gross
28 Settlement Amount, subject to approval of the Court.

1 16. Based on investigation and information discovered, Class Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
3 that Defendant, with respect to Plaintiff, Class Members, and PAGA Aggrieved Employee Group
4 members, *inter alia*, failed to properly pay overtime and minimum wages and associated premium
5 pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed
6 to timely pay wages during employment and upon termination of employment, failed to provide
7 compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse
8 necessary business expenses, and thereby engaged in unfair business practices and conduct giving
9 rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California
10 Labor Code section 2698, et seq.). Plaintiff also asserted that Class Members and PAGA
11 Aggrieved Employee Group members were expected to perform similar job duties and were
12 subject to the same or similar operations and employment policies, practices, and procedures.
13 Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff,
14 Class Members, and PAGA Aggrieved Employee Group members were substantially the same
15 during the time period at issue. As a result of said alleged uniform practices, Plaintiff claim that
16 the Class Members and PAGA Aggrieved Employee Group members, were not paid all of the
17 compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that
18 the outcome of this litigation would be determined by Defendant's uniform operations and
19 employment practices, policies, and procedures that Plaintiff alleges applied across Defendant's
20 hourly-paid non-exempt employees in California during the relevant time period.

21 17. Class Counsel is aware of the defenses and position of Defendant but believes that
22 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
23 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
24 and the difficulties and delays inherent in such litigation, including those involved in class
25 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
26 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
27 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
28 Counsel have also considered the parties' settlement discussions, as well as the evaluations of the

mediator, who is experienced and well-regarded in complex labor and employment matters.

18. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and PAGA Aggrieved Employee Group members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the potential claims and prepare violation, damages, and penalties analyses and models. Accordingly, the parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

19. The documents and information that Class Counsel obtained from Defendant and through other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims and perform an evaluation of Defendant's defenses thereto. Based on Lawyers for Justice, PC analysis, the result achieved in this litigation is fair, adequate, and reasonable.

20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 1/3 of the Gross Settlement Amount (i.e., \$120,000.00) and for reimbursement of actual litigation costs and expenses incurred in an amount not to exceed Twenty-Four Thousand Dollars (\$24,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks

1 and costs of litigation and will not receive any compensation until recovery is obtained.

2 21. The Settlement provides for a Service Award in an amount not to exceed Five
3 Thousand Dollars (\$5,000) to Plaintiff Saul Andrade, as a Class Representative Service Award to
4 be paid out of the Gross Settlement Amount subject to approval by the Court. The contemplated
5 service award is fair and appropriate in light of the time and effort that Plaintiff expended to pursue
6 the cases. Plaintiff spent a substantial amount of time and effort providing the facts and evidence
7 necessary to facilitate prosecution of the cases and was available whenever Class Counsel needed
8 him and actively tried to obtain and provide information. Accordingly, it is appropriate and just
9 for Plaintiff to receive a reasonable service award in addition to his individual settlement payment,
10 for his services on behalf of the Class, the PAGA Aggrieved Employee Group, and the State of
11 California.

12 22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
13 in the best interests of Plaintiff, the Class, the PAGA Aggrieved Employee Group, and the State
14 of California. Class Counsel further submits that the Settlement is within an acceptable range of
15 recovery for this type of litigation given the strengths and weaknesses of the case, the inherent
16 costs and risks of further litigation, and the costs and risks associated with class certification,
17 representative adjudication, trial, and/or appeals.

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

20 Executed on this 29th day of December 2022, at Glendale, California.

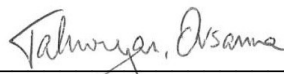
21 
22 _____
23 Ovsanna Takvoryan
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28

EXHIBIT 1

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
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Attorneys for Defendant Mach 1 Global Services, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SAUL ANDRADE, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

MACH 1 GLOBAL SERVICES, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case Nos.: RG20069104 (Lead)
RG21108078

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

SAUL ANDRADE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

MACH 1 GLOBAL SERVICES, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Judge: Hon. Somnath Raj Chatterjee
Dept: 517
Complaints Filed: July 28, 2020; June 25, 2021
Jury Trial: None

1 This Class and Representative Action Settlement Agreement and Release of Claims
2 (“Agreement,” “Settlement” or “Settlement Agreement”) is made and entered into by and between
3 Plaintiff Saul Andrade (“Plaintiff” or “Class Representative”), individually and on behalf of all others
4 similarly situated and aggrieved employees, and Defendant Mach 1 Global Services, Inc. (“Defendant”)
5 (collectively with Plaintiff, the “Parties”), subject to judicial approval, as provided below.

6 By this Agreement the Parties intend to settle the Actions (defined below) and to fully, finally,
7 and forever resolve, discharge, and settle the Released Claims (defined below), subject to judicial
8 approval of the terms set forth herein. If this Agreement is not finally approved, or is otherwise
9 nullified, then the Parties shall return to their positions preceding this Agreement and Defendant shall
10 retain all rights to challenge the Plaintiff’s claims, trial plan, and/or the certification of any class.

11 1. DEFINITIONS

12 For the purposes of this Agreement, the Parties define the following terms. Each defined term
13 appears throughout in initial capital letters.

14 1.1. “Actions” refer collectively to the lawsuits entitled *Saul Andrade, individually,*
15 *and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act v.*
16 *Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104 (“PAGA
17 Action”) and *Saul Andrade, individually, and on behalf of other members of the general public similarly*
18 *situated v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG21108078
19 (“Class Action”).

20 1.2. “Settlement Administration Costs” refers to all costs payable from the Gross
21 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the
22 Settlement, as set forth in Section 5.1 below.

23 1.3. “Agreement” refers to this Class and Representative Action Settlement
24 Agreement and Release of Claims, which includes all its recitals herein and all the attached exhibits.

25 1.4. “Class Counsel” refers to Lawyers for Justice, P.C. For purposes of providing
26 any notices required under this Agreement, Class Counsel shall refer to , Edwin Aiwarzian, Arby
27 Aiwarzian, Joanna Ghosh, and Ovsanna Takvoryan of Lawyers for Justice, P.C., 410 West Arden
28 Avenue, Suite 203, Glendale, California 91203, (818) 265-1020, edwin@calljustice.com,

1 arby@calljustice.com, joanna@calljustice.com, ovsanna@calljustice.com.

2 **1.5. “Attorneys’ Fees and Costs”** refers to the attorneys’ fees approved by the Court
3 for Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be
4 incurred by Class Counsel in connection with the resolution of the Actions, as set forth in Section 5.2
5 below.

6 **1.6. “Class Member”** or “Class” refers to all current and former hourly-paid or non-
7 exempt employees who worked for Defendant within the State of California at any time during the Class
8 Period (defined below).

9 **1.7. “Class Representative”** refers to Plaintiff Saul Andrade.

10 **1.8. “Class Representative Service Award”** refers to any payment that the Court
11 awards to the Class Representative for efforts in prosecuting the Actions on behalf of the Class
12 Members, the PAGA Aggrieved Employee Group, and the State of California, as set forth in Section 5.3
13 below.

14 **1.9. “Response Deadline”** refers to the deadline by which Class Members must
15 submit a Notice of Objection, Request for Exclusion, and/or dispute of the Eligible Workweeks credited
16 to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class
17 Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in
18 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
19 open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that
20 Class Member shall be extended by fifteen (15) calendar days.

21 **1.10. “Court”** refers to the Judge presiding over the Consolidated Action.

22 **1.11. “Defendant”** refers to Mach 1 Global Services, Inc.

23 **1.12. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any
24 notices required under this Agreement, Defense Counsel shall refer to Brian Ashe and Timothy Hoppe,
25 Seyfarth Shaw LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105, (415) 397-2823,
26 bashe@seyfarth.com; thoppe@seyfarth.com.

27 **1.13. “Effective Date”** means the later of (a) the Court’s final approval of the
28 Settlement Agreement with issuance of a Final Approval Order, if no objections have been filed, (b) the

1 time of appeal has expired if an objection has been filed and no appeal was filed, or (c) the final
2 resolution of any appeal or other review that has been filed.

3 **1.14. “Eligible Workweek”** refers to a workweek in which a Class Member was
4 employed by Defendant during the Class Period (defined below), and received any regular pay. Any
5 workweek in which the Class Member received only remuneration other than regular pay (such as Paid
6 Time Off, for example) will not be an Eligible Workweek.

7 **1.15. “Final Approval Hearing”** refers to the hearing at which the Court decides
8 whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet
9 all requirements for final approval.

10 **1.16. “Final Approval Order”** refers to the final order by the Court approving the
11 Settlement following the Final Approval Hearing.

12 **1.17. “Gross Settlement Amount”** refers to the payment Defendant is obligated to
13 make in connection with the Agreement: Three Hundred Sixty Thousand Dollars and Zero Cents
14 (\$360,000.00), plus the employer’s share of taxes and contributions in connection with the wages
15 portion of Individual Settlement Payments. In no event shall Defendant be obligated to pay more than
16 this amount. This sum includes all Individual Settlement Payments (including any employee share of
17 payroll taxes), any Class Representative Service Award, the PAGA Payment, Settlement Administration
18 Costs, and the Attorneys’ Fees and Costs.

19 **1.18. “Individual Settlement Payment”** refers to the amount calculated by the
20 Settlement Administrator to distribute to each Settlement Class Member as consideration for the
21 Released Claims, as set forth in Section 5.5 below. The Individual Settlement Payment shall be paid
22 from the Net Settlement Amount in accordance with the formula set forth in Section 5.5.1 below.

23 **1.19. “Judgment”** refers to the final judgment entered by the Court in the Consolidated
24 Action following the Final Approval Hearing.

25 **1.20. “Consolidated Action”** refers to the PAGA Action (Case No. RG20069104) and
26 the Class Action (Case No. RG21108078) consolidated for purposes of the Class and PAGA settlement
27 approval procedures, with the earlier filed PAGA Action designated as the lead case.

28 **1.21. “LWDA”** refers to the California Labor & Workforce Development Agency.

1 **1.22. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
2 that remains after accounting for any Class Representative Service Award, LWDA Payment, the PAGA
3 Settlement Fund, Settlement Administration Costs, and the Attorneys’ Fees and Costs. The Net
4 Settlement Amount shall be distributed to Settlement Class Members pursuant to the formula set forth in
5 this Agreement.

6 **1.23. “Class Notice”** refers to the Notice of Class Action Settlement, substantially in
7 the form attached as Exhibit A.

8 **1.24. “Notice of Objection”** refers to a Class Member’s valid and timely written
9 objection to the Settlement Agreement, which must be in writing and include: (1) the name and case
10 number of the Consolidated Action, (2) the full name, signature, address, telephone number, and the last
11 four digits of the social security number of the Class Member making the objection, (3) the specific
12 reason(s) for the objection, and (4) all evidence and supporting papers (including, without limitation, all
13 briefs, written evidence, and declarations) upon which the objection is based.

14 **1.25. “Objector”** refers to a Class Member who has submitted a valid and timely
15 Notice of Objection.

16 **1.26. “PAGA Allocation”** refers to the portion of the Gross Settlement Amount that
17 shall be allocated toward penalties under the California Private Attorneys General Act, California Labor
18 Code Section 2698, et seq (“PAGA”), of which seventy-five percent (75%) shall be paid to the LWDA,
19 and twenty-five percent (25%) will be distributed to the PAGA Aggrieved Employee Group (as defined
20 below). The Parties have agreed to allocate Thirty-Six Thousand Dollars and Zero Cents (\$36,000.00)
21 of the Gross Settlement Amount to claims under PAGA. Of this, Twenty-Seven Thousand Dollars and
22 Zero Cents (\$27,000.00) shall be payable to the LWDA (“LWDA Payment”) and the remaining Nine
23 Thousand Dollars and Zero Cents (\$9,000.00) shall become the PAGA Settlement Fund.

24 **1.27. “PAGA Period”** refers to the period from May 21, 2019 through the date of the
25 Preliminary Approval Order.

26 **1.28. “PAGA Settlement Fund”** refers to the 25% portion of the PAGA Allocation
27 that will be distributed to the PAGA Aggrieved Employee Group pursuant to the formula set forth in
28 Section 5.4.3, below.

1 **1.29. “PAGA Aggrieved Employee Group”** shall be comprised of all current and
2 former hourly-paid or non-exempt employees who worked for Defendant within the State of California
3 at any time during the PAGA Period.

4 **1.30. “PAGA Settlement Payment”** refers to the amount calculated by the Settlement
5 Administrator to distribute to each member of the PAGA Aggrieved Employee Group. Any Class
6 Member who opts out of the Settlement Class will still be bound by the Released PAGA Claims and
7 shall receive their pro rata share of the PAGA Settlement Fund.

8 **1.31. “Plaintiff”** refers to Saul Andrade.

9 **1.32. “Preliminary Approval Order”** refers to the order entered by the Court granting
10 preliminary approval of the Settlement.

11 **1.33. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
12 pursuant to U.S. Treasury Regulation Section 468B-1.

13 **1.34. “Released Claims”** refers to all claims under state, federal, or local law, whether
14 statutory, in tort, contract, or otherwise, pleaded in the PAGA Complaint (defined below) and the Class
15 Action Complaint (defined below), or that could have been pleaded based on the facts pleaded in the
16 complaints filed in the Actions, arising during the period July 28, 2016 through and including the date
17 the Court grants Preliminary Approval of the Settlement, including but not limited to claims under the
18 California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or
19 other provisions of law, for failure to pay all wages due (including minimum wage and overtime wages),
20 failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest
21 periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods,
22 failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure
23 to timely pay wages, failure to timely pay final wage, failure to maintain payroll and employment
24 records, failure to furnish accurate wage statements including claims derivative and/or related to these
25 claims, liquidated damages, conversion of wages, pre and post-shift work, record-keeping violations,
26 claims regarding failure to reimburse business expenses, and unfair business practices pursuant to
27 California Business & Professions Code §§ 17200 et seq. based on the aforementioned, and civil
28 penalties pursuant to California Labor Code § 2698, et seq. (“PAGA”) based on the aforementioned.

1 **1.35. “Released Parties”** refers to Mach 1 Global Services, Inc. and all of its
2 predecessors, successors, subsidiaries, parents, corporate affiliates, assigns, and related entities, and all
3 of their respective officers, directors, employees, agents, servants, registered representatives, attorneys,
4 insurers, successors and assigns, and any other persons acting by, through, under or in concert with any
5 of them.

6 **1.36. “Released PAGA Claims”** means all claims that this Agreement will extinguish
7 as to all PAGA Aggrieved Employee that were raised, or reasonably could have been raised, during the
8 PAGA Period under PAGA and includes the release of all claims in any letter to the LWDA submitted
9 by any Class Representative and all claims alleged under PAGA in any complaints filed in the Actions.

10 **1.37. “Request for Exclusion”** refers to a valid and timely, written, opt-out request
11 submitted by a Class Member indicating a request to be excluded from this Agreement. The Request for
12 Exclusion must be in writing and include: (1) the name and case number of the Consolidated Action, (2)
13 the full name, signature, address, telephone number, and the last four digits of the social security number
14 of the Class Member requesting to opt-out, (3) a clear statement that the Class Member does not wish to
15 be included in the Settlement, and (4) be returned to the Settlement Administrator at the address
16 specified in the Class Notice postmarked on or before the Response Deadline.

17 **1.38. “Settlement Administrator”** refers to Phoenix Class Action Administration
18 Solutions (“Phoenix”), the third-party administrator the Parties have selected, subject to Court approval,
19 to administer this Settlement. The Parties each represent that they do not have any financial interest in
20 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
21 could create a conflict of interest.

22 **1.39. “Settlement Class Members”** refers to all Class Members who do not file a
23 timely and valid Request for Exclusion. Any Class Member who files a Request for Exclusion is
24 nevertheless bound by the Released PAGA Claims and shall receive his or her pro rata share of the
25 PAGA Settlement Fund.

26 **1.40. “Class Period”** refers to the period from July 28, 2016 through the date of the
27 Preliminary Approval Order.
28

1 **2. RECITALS AND PROCEDURAL HISTORY**

2 **2.1. Allegations in the Actions.** On July 28, 2020, Plaintiff Saul Andrade filed a
3 Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, et
4 seq. (the “PAGA Complaint”), on behalf of himself and other aggrieved employees pursuant to the
5 California Private Attorneys General Act, alleging a cause of action under the Private Attorneys General
6 Act of 2004 pursuant to California Labor Code § 2698, et seq. (“PAGA”), initiating the PAGA Action.
7 On September 16, 2020, Defendant filed an Answer in the PAGA Complaint denying all allegations.
8 On June 25, 2021, Plaintiff Saul Andrade filed a Class Action Complaint for Damages, on behalf of
9 himself and other members of the general public similarly situated, alleging and asserting claims for (1)
10 unpaid overtime in violation of California Labor Code §§ 510 and 1198; (2) unpaid meal period
11 premiums in violation of California Labor Code §§ 226.7 and 512(a); (3) unpaid rest period premiums in
12 violation of California Labor Code § 226.7; (4) unpaid minimum wages in violation of California Labor
13 Code §§ 1194, 1197, and 1197.1; (5) failure to timely pay final wages in violation of California Labor
14 Code § 201, 202 and 203; (6) failure to timely pay wages during employment in violation of California
15 Labor Code § 204; (7) non-compliant wage statement in violation of California Labor Code § 226(a); (8)
16 failure to keep requisite payroll records in violation of California Labor Code § 1174(d); (9) failure to
17 reimburse for business expenses in violation of California Labor Code §§ 2800 and 2802; and (10)
18 violation of California Business and Professions Code § 17200, et seq. (the “Class Action Complaint”),
19 initiating the Class Action. On September 23, 2021, Defendant filed an Answer to the Class Action
20 Complaint denying all allegations.

21 **2.2. Stipulation to Consolidated the Actions.** To effectuate the Settlement
22 efficiently and before a single Court, the Parties agreed, subject to Court approval to file, for settlement
23 purposes only, a Joint Stipulation to Consolidate the PAGA Action and the Class Action and to
24 designate the earlier filed PAGA Action as the lead case for purposes of the settlement approval
25 procedures, incorporating all of the claims and Parties in the Actions under a single master caption. On
26 April 11, 2022, the Court entered an order consolidating the PAGA Action and the Class Action for
27 purposes of class action and PAGA settlement, and designating the PAGA Action as the lead case for
28 purposes of the Class Action and PAGA settlement approval procedures.

1 **2.3. Defendant's Denials.** Defendant denies (1) all the material allegations in the
2 Actions (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest,
3 restitution, attorneys' fees, or costs, or for any other compensation or remedy with respect to anyone on
4 account of the claims asserted in the Actions, and (4) that class certification, or representative treatment
5 is appropriate as to any claim in the Actions. Defendant contends that its policies, procedures, and
6 practices comply with all applicable laws asserted in the Actions. Nonetheless, without admitting any
7 liability or wrongdoing whatsoever and without admitting that class certification or representative
8 treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed
9 to settle the Actions on the terms set forth in this Agreement, to avoid the burden, expense, and
10 uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement
11 purposes only.

12 **2.4. Class Counsel's Investigation.** Class Counsel represent that they have
13 conducted a sufficiently thorough investigation into the claims of the Actions. Based on their own
14 independent investigation and evaluation and all known facts and circumstances, including the risk of
15 significant defenses asserted by Defendant, Class Counsel are of the opinion that the Agreement is fair,
16 reasonable, and adequate and is in the best interests of the Settlement Class.

17 **2.5. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
18 Defendant with a view toward achieving substantial benefits for the Class Members, while avoiding the
19 cost, delay, and uncertainty of further litigation. Plaintiff and Class Counsel urge approval of this
20 Agreement after considering (1) the factual and legal defenses to the claims asserted, which render
21 uncertain the ultimate outcome of the Actions and class certification, (2) the potential difficulties
22 Plaintiff and Class Members would encounter in establishing their claims and maintaining class or
23 representative treatment, (3) the substantial benefits that Class Members would receive under this
24 Agreement, (4) that this Agreement provides Class Members relief in an expeditious and efficient
25 manner, compared to any manner of recovery possible after litigation and potential appeal, and (5) that
26 this Agreement allows Class Members to opt out of the settlement and individually pursue the claims
27 alleged in the Actions.

28 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the

1 Court's certification of the Settlement Class under California Code of Civil Procedure section 382 for
2 settlement purposes only, upon the Court's certification of a collective action under 29 U.S.C. § 216(b)
3 for settlement purposes only, and upon the Court's approval of a PAGA representative action releasing
4 the Released PAGA Claims for settlement purposes only. Defendant does not waive, and instead
5 expressly reserves, the right to challenge the propriety of class certification, collective certification, or
6 representative treatment for any other purpose should the Court not approve the Agreement.

7 **3. NOTICE TO CLASS MEMBERS**

8 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
9 attached as Exhibit A and include the amount of the settlement, a calculation of the Class Members'
10 anticipated share of the Net Settlement Amount, a calculation of the PAGA Aggrieved Employee Group
11 member's share of PAGA Settlement Fund, and the full amounts of the Attorneys' Fees and Costs, Class
12 Representative Service Award, and Settlement Administration Costs to be awarded, the terms of the
13 release, the procedure to opt out of the settlement through a Request for Exclusion, the procedure to
14 Object to the settlement, and the date of the Final Approval Hearing. No claim form will be required to
15 participate in the settlement.

16 **3.2. Settlement Administrator.** The Parties select Phoenix as the Settlement
17 Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing
18 notices to Class Members, establishing a QSF, obtaining appropriate tax identification number(s),
19 calculating Individual Settlement Payments (including all required tax withholdings and payments), and
20 PAGA Settlement Payments, mailing all settlement payments and tax forms to Class Members,
21 remitting all tax payments and requisite reporting documentation to taxing authorities, and the other
22 duties associated with settlement administration, including those specified in this Agreement. Any
23 dispute relating to the settlement administration will, after good-faith efforts by the Parties to resolve the
24 dispute, be referred to the Court.

25 **3.3. Class Data for the Settlement Administrator.** Within thirty (30) calendar days
26 of preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a
27 confidential class list containing, for each Class Member: (1) the full name; (2) employee ID number;
28 (3) last known address and telephone number; (4) number of Eligible Workweeks worked during the

1 Class Period and PAGA Period; and (5) social security number. This information shall be used to
2 facilitate the administration of this Agreement. The Settlement Administrator shall keep the class data
3 provided by Defendant strictly confidential and shall use the class data only for the purposes described
4 in this Agreement. It shall not be shared with Class Counsel.

5 **3.4. Mailing Materials to Class Members.** Within fifteen (15) calendar days of the
6 receipt of the class data discussed immediately above in Section 3.3, the Settlement Administrator shall
7 send the Class Notice to Class Members to their last known address via First Class U.S. Mail. Any
8 mailing returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar
9 days via First Class U.S. Mail to any available forwarding address. If no forwarding address is
10 available, then the Settlement Administrator shall attempt to determine the correct address by using a
11 computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S.
12 Mail within ten (10) calendar days. If the last known address is not available for a Class Member, then
13 the Class Notice for that Class Member will be deemed undeliverable. Only one re-mailing is required.
14 If a Class Member cannot be located within two attempts at mailing, then the Class Notice for that Class
15 Member will be deemed undeliverable. It is the intent of the Parties that reasonable means be used to
16 locate Class Members.

17 **3.5. Proof of Mailing.** At least twenty (20) calendar days prior to the Final Approval
18 Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing
19 with regard to mailing of the Class Notice to Class Counsel and Defense Counsel, which they shall in
20 turn provide to the Court.

21 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

22 **4.1. Response Deadline.**

23 **4.1.1. Submission of Requests for Exclusions, Notice of Objections, and/or**
24 **dispute of the Eligible Workweeks.** Class Members will have until the Response Deadline to postmark
25 their written Requests for Exclusions, Notice of Objections, and/or dispute of the Eligible Workweeks to
26 the Settlement Administrator. The process and requirements for filing Requests for Exclusions, Notice
27 of Objections, and dispute of Eligible Workweeks is detailed below. A Class Member who excludes
28 himself or herself from the Settlement shall lose standing to object. Except as specifically provided

1 herein, no Class Member response of any kind that is postmarked after the Response Deadline shall be
2 considered absent agreement of the Parties.

3 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
4 opportunity to opt out of the settlement.

5 **4.2.1. Opt Out Procedure.** Class Members may opt out of this Agreement by
6 mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to be valid,
7 must be signed by the Class Member or his or her authorized representative, must contain the required
8 information as set forth in Section 1.37 of this Settlement Agreement, and must be returned by fax or
9 mail to the Settlement Administrator at the address and/or facsimile number specified in the Class
10 Notice, postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on
11 the return mailing envelope or fax-stamp on the submission of the Request for Exclusion will be
12 deemed the exclusive means for determining that the Request for Exclusion is timely. Any Request
13 for Exclusion that does not include all of the required information or that is not submitted in a timely
14 manner will be deemed ineffective. If there is a dispute regarding the timeliness or validity of a Request
15 for Exclusion, then the Settlement Administrator shall make the determination, after consultation with
16 Class Counsel and Defense Counsel.

17 **4.2.2. Deficiency Notices.** Within ten (10) calendar days after receipt by the
18 Settlement Administrator of each timely-submitted Request for Exclusion, the Settlement Administrator
19 will send a deficiency notice to the Class Members addressing any irregularities in the Request for
20 Exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
21 notice will provide the Class Members fourteen (14) calendar days from the mailing of the deficiency
22 notice to postmark a written response to cure all deficiencies. The failure of a Class Member to cure all
23 deficiencies in a timely manner shall invalidate a Request for Exclusion and will not be subject to cure.

24 **4.2.3. Effect of Request for Exclusion.** Any Class Member who opts out of this
25 Agreement by submitting a Request for Exclusion may not submit an Objection and shall not receive
26 any Individual Settlement Payment, and shall not be bound by the releases set forth in this Agreement,
27 except that any Class Member who submits a Request for Exclusion is nevertheless bound by the
28 Released PAGA Claims and shall receive their pro rata share of the PAGA Settlement Fund. If a Class

1 Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be
2 valid and will invalidate the Objection. Each Class Member who does not submit a timely, valid
3 Request for Exclusion shall be bound by the releases for which this Agreement provides.

4 **4.2.4. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the
5 number of Class Members who opt out by submitting Requests for Exclusion meets or exceeds 10% of
6 the total number of Class Members, then Defendant may, in the exercise of its sole discretion, abrogate
7 this Agreement. Defendant’s right expires fifteen (15) business days after the expiration of the
8 Response Deadline. In the event Defendant exercises this option, the costs of administration shall be
9 borne by Defendant.

10 **4.3. Objections.** Class Members who do not submit a Request for Exclusion (i.e.,
11 Settlement Class Members) shall be entitled to object to the terms of the Agreement.

12 **4.3.1. Objection Procedures.** To object to the Settlement, Class Members who
13 have not opted out of the Class Settlement (i.e., Settlement Class Members) may present their
14 objection orally at the Final Approval Hearing and/or submit a timely and complete Notice of
15 Objection to the Settlement Administrator. The Notice of Objection must be signed by the Settlement
16 Class Member or his or her authorized representative and contain the required information as set forth
17 in Section 1.24 of this Settlement Agreement. The date of the postmark on the return mailing
18 envelope or fax-stamp on the submission of the Notice of Objection will be deemed the exclusive
19 means for determining that the Notice of Objection is timely. Settlement Class Members who submit
20 a Notice of Objection may also present their objection orally at the Final Approval Hearing.
21 Settlement Class Members who submit a Notice of Objection remain bound by this Agreement if the
22 Agreement is approved by the Court.

23 **4.3.2. Waiver of Objection Rights.** Settlement Class Members who fail to
24 submit an Objection in the manner specified in the Class Notice shall be deemed to have waived any
25 Objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

26 **4.4. Dispute Regarding Eligible Workweeks.** Class Members will have an
27 opportunity to dispute the number of Eligible Workweeks to which they have been credited, as reflected
28 in their respective Class Notices. In order to dispute Eligible Workweeks, Class Members must submit a

1 written letter to the Settlement Administrator that contains: (1) the name and case number of the
2 Consolidated Action (or reasonable portion thereof); (2) the full name, telephone number, last four digits
3 of their social security number, and current address of the Class Member disputing his or her Eligible
4 Workweeks; (3) clear statement that the Class Member disputes the number of Eligible Workweeks
5 credited to him or her and what he or she contends is the correct number to be credited to him or her; (4)
6 information and/or attach documentation demonstrating that the number of Eligible Workweeks that he
7 or she contends should be credited to him or her are correct; and (5) is returned by fax or mail to the
8 Settlement Administrator at the address and/or facsimile number specified in the Class Notice,
9 postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return
10 mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a
11 dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and
12 data as they pertain to the number of Eligible Workweeks to be credited to a disputing Class Member,
13 Defendant's records will be presumed correct and determinative of the dispute. However, if a Class
14 Member produces information and/or documents to the contrary, the Settlement Administrator will
15 evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and
16 determine the number of Eligible Workweeks that the disputing Class Member should be credited with
17 under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant's
18 Counsel of the fact that a Class Member has made a dispute and advise them of the outcome.

19 **4.5. Proof of Class Members' Responses.** At least thirty (30) calendar days prior to
20 the Final Approval Hearing, the Settlement Administrator will prepare a declaration to submit to the
21 Court regarding the mailing of the Class Notice, the inability to deliver any mailing due to invalid
22 addresses, the number of any Requests for Exclusion, and the number of any Objections and the contents
23 of the Objections.

24 **4.6. Binding Effect of Settlement.** Although a Class Member might not receive the
25 Class Notice, and might not timely submit an Objection or a Request for Exclusion because of inability
26 to locate the Class Member's current address, that Class Member shall nonetheless be bound by this
27 Agreement.

28 **4.7. No Interference with Class Member Responses.** Each Party agrees not to

1 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to
2 retaliate against any Class Member for participating or not participating in the settlement that this
3 Agreement contemplates.

4 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

5 **5.1. Settlement Administration Costs.** The Settlement Administrator will be paid
6 for the reasonable costs of administration of the Settlement and distribution of payments under the
7 Settlement, which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents
8 (\$7,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
9 approval, will include, *inter alia*, all fees and costs for, among other things, printing, copying,
10 formatting, postage, envelopes, computer searches to locate addresses, calculation of payments to
11 individual class members, calculation of applicable payroll withholdings and payroll taxes, preparation
12 and filing of appropriate IRS Forms, any costs associated with the process for any uncashed settlement
13 checks, and any other expenses the Settlement Administrator incurs to complete the settlement process
14 according to the terms of this Agreement. To the extent actual Settlement Administrations Costs are
15 greater than the estimated amount stated herein, such excess amount will be deducted from the Gross
16 Settlement Amount, subject to Court approval. Any portion of the estimated, designated, and/or
17 awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
18 Settlement Administrator to undertake the required settlement administration duties shall be a part of
19 the Net Settlement Amount to be distributed to Settlement Class Members. The amount of
20 Administrative Costs is not a material term of this Agreement. If this Agreement is not finally
21 effectuated, then any Administrative Costs incurred to date will be paid in equal parts by Defendant and
22 Plaintiff, except if Defendant exercises its right to abrogate the Agreement under Section 4.2.4,
23 Defendant shall be responsible for payment of all Administrative Costs incurred to date.

24 **5.2. Attorneys' Fees and Costs.** Class Counsel intend to request—and Defendant
25 agrees not to oppose—that the Court award Attorneys' Fees and Costs, to be drawn from the Gross
26 Settlement Amount, for (a) attorneys' fees of One Hundred, Twenty Thousand Dollars and Zero Cents
27 (\$120,000.00), which represents one-third of the Gross Settlement Amount and (b) litigation costs and
28 expenses actually incurred in representing the interests of the Class Members, supported by adequate

1 documentation, in an amount not to exceed Twenty Four Thousand Dollars and Zero Cents
2 (\$24,000.00). Defendant shall have no liability for any other attorneys' fees or costs. To the extent that
3 the Court approves less than the amount of Attorneys' Fees and Costs requested by Class Counsel, the
4 difference between the requested and awarded amounts will be distributed to Class Members on a
5 proportional basis relative to the size of their claims as set forth in Sections 5.5, below.

6 **5.2.1. Approval of Attorneys' Fees and Costs Not Material.** The Court's
7 approval of the Attorneys' Fees and Costs in the amount requested is not a material term of this
8 Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall
9 still remain in effect and the difference between the Attorneys' Fees and Costs sought by Class Counsel
10 and the amount awarded by the Court will remain part of the Net Settlement Amount.

11 **5.2.2. Timing of Attorneys' Fees and Costs Payment.** The Settlement
12 Administrator shall issue the Attorneys' Fees and Costs payment within thirty (30) calendar days after
13 the Effective Date. Within ten (10) calendar days after the Effective Date, Class Counsel shall transmit
14 instructions to the Settlement Administrator as to how any approved Attorneys' Fees and Costs shall be
15 paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to
16 Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on any
17 Attorneys' Fees and Costs payment and shall indemnify and hold harmless Defendant from any claim or
18 liability for taxes, penalties, or interest arising as a result of the Attorneys' Fees and Costs payment.

19 **5.3. Class Representative Service Award.** Class Counsel intends to request—and
20 Defendant agrees not to oppose—that the Court award a Class Representative Service Award to the
21 Class Representatives in an amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to the Class
22 Representative, to be drawn from the Gross Settlement Amount. Any Class Representative Service
23 Award would be in addition to the Class Representative's Individual Settlement Payment, and PAGA
24 Settlement Payment. To the extent that the Court approves less than the amount of Class Representative
25 Service Award that Class Counsel request, the difference between the requested and awarded amounts
26 will be distributed to Class Members on a proportional basis relative to the size of their claims as set
27 forth in Sections 5.5, below.

28 **5.3.1. Class Representative Service Award Not Material.** The Court's

1 approval of the Class Representative Service Award is not a material term of this Agreement. If the
2 Court does not approve or approves only a lesser amount than that requested for a Class Representative
3 Service Award, then the other terms of this Agreement shall still remain in effect and the difference will
4 remain part of the Net Settlement Amount.

5 **5.3.2. Timing of Class Representative Service Award.** The Settlement
6 Administrator shall pay any Class Representative Service Award within thirty (30) calendar days after
7 the Effective Date, and shall issue an IRS Form 1099 to the Class Representative. The Class
8 Representative shall be solely responsible for paying all applicable taxes on any Class Representative
9 Service Award and shall indemnify and hold harmless Defendant from any claim or liability for taxes,
10 penalties, or interest arising as a result of the Class Representative Service Award.

11 **5.4. PAGA Payment.** The Parties will seek approval for Thirty-Six Thousand Dollars
12 and Zero Cents (\$36,000.00) to be allocated to the PAGA Payment. Seventy-five percent (75%) of this
13 amount (i.e., \$27,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (i.e.,
14 \$9,000.00) shall be allocated to the PAGA Settlement Fund for the purpose of making PAGA Settlement
15 Payments to Class Members.

16 **5.4.1. Amount of PAGA Payment Not Material.** Any change in the requested
17 PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater
18 amount than that requested, the other terms of this Agreement shall still remain in effect. However,
19 some approval of a PAGA Payment is a material term of the settlement and this Agreement. If the Court
20 does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion,
21 void and unenforceable. In the event Defendant exercises this option, the costs of administration shall
22 be borne by Defendant.

23 **5.4.2. Timing of LWDA Payment.** The Settlement Administrator shall pay
24 seventy five percent (75%) of any approved PAGA Payment to the LWDA within thirty (30) calendar
25 days after the Effective Date.

26 **5.4.3. Calculation of PAGA Settlement Payment.** For their PAGA Settlement
27 Payment, each member of the PAGA Aggrieved Employee Group will receive a portion of the PAGA
28 Settlement Fund based on the following formula:

1 PAGA Settlement Payment to a member of the PAGA Aggrieved Employee Group will
2 be calculated by dividing the number of Eligible Workweeks in the PAGA Period
3 attributed to the member of the PAGA Aggrieved Employee Group by all Eligible
4 Workweeks in the PAGA Period attributed to all the members of the PAGA Aggrieved
5 Employee Group, multiplied by the PAGA Settlement Fund.

6 **5.4.4. Distributing the PAGA Settlement Payment to Class Members who**
7 **Do Not Request Exclusion from the Settlement Class.** For members of the PAGA Aggrieved
8 Employee Group who do not submit a Request for Exclusion from the Settlement Class, the Settlement
9 Administrator shall add the Class Member's PAGA Settlement Payment to the Class Member's
10 Individual Settlement Payment and issue the Class Member a single payment with both sums. The
11 PAGA Settlement Payment shall be treated as penalties and interest for tax purposes and reported
12 accordingly pursuant to Section 5.5.3 and 5.5.4, below.

13 **5.4.5. Distributing the PAGA Settlement Payment to Class Members Who**
14 **Request Exclusion From the Settlement.** For Class Members who submit a Request for Exclusion, the
15 Settlement Administrator shall issue the Class Member a check with only his or her PAGA Settlement
16 Payment. The Settlement Administrator shall issue the PAGA Settlement Payments on the same
17 timeline as outlined in Section 5.5 for the Individual Settlement Payments, below. The PAGA
18 Settlement Payment shall be treated as penalties and interest for tax purposes and reported accordingly
19 pursuant to Section 5.5.3 and 5.5.4, below.

20 **5.5. Individual Settlement Payments.** Each Class Member shall be entitled to an
21 Individual Settlement Payment consisting of a share of the Net Settlement Amount.

22 **5.5.1. Calculation of Individual Settlement Payment.** For their Individual
23 Settlement Payment, each Class Member will be eligible to receive a portion of the Net Settlement
24 Amount based on the following formula:

25 The Individual Settlement Payment to a Class Member will be calculated by dividing the
26 number of Eligible Workweeks attributed to the Class Member by all Eligible
27 Workweeks attributed to members of the Settlement Class, multiplied by the Net
28 Settlement Amount.

29 Defendant's time and payroll records will be used to calculate the number of Eligible
30 Workweeks worked for each Class Member for purposes of calculating Individual Settlement Payments.

1 The Class Notice will include information for each Class Member showing how much the individual
2 Class Member is expected to receive based on this formula and their number of Eligible Workweeks.
3 The Class Notice will also provide the Class Members an opportunity to dispute the number of Eligible
4 Workweeks indicated on the Class Notice. Such dispute must be made by the Response Deadline.
5 Defendant and/or the Claims Administrator shall review any documentation provided by the Class
6 Member to determine whether there was an error in the number of Eligible Workweeks calculated, and
7 adjust any payment to be allocated if necessary.

8 **5.5.2. Distribution of the Net Settlement Amount.** The Settlement
9 Administrator shall issue the Individual Settlement Payments and PAGA Settlement Payments no later
10 than thirty (30) calendar days after the Effective Date. Any Class Member who submits a valid Request
11 for Exclusion shall receive one check for the Class Member's respective share of the PAGA Settlement
12 Payment. Any checks from this distribution that are not cashed within one-hundred-eighty (180)
13 calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall
14 not affect the validity of the Release of claims provided for herein and the Class Member shall be
15 deemed to, nevertheless, be bound by the Release of claims provided herein. As soon as practicable
16 after the 180-day check cashing period, the Settlement Administrator shall prepare for the Parties a Final
17 Report—a document summarizing relevant events to date and advising the total dollar amount paid to
18 Class Members, the status of any uncashed checks, and any amount remaining in the QSF. After one-
19 hundred and eighty (180) days of issuance, funds from undeposited checks will be held by the
20 Settlement Administrator; if the Class Member to whom the undeposited check is issued does not
21 contact the Settlement Administrator concerning his or her settlement payment within one-hundred and
22 eighty (180) days of the final distribution, including if a Settlement Payment is returned undeliverable
23 and a valid mailing address cannot be ascertained, the Class Member's claim amount that has remained
24 uncashed or undistributed as of that time, including any accrued interests thereon, shall be distributed to
25 the California Unclaimed Property Fund in the name of the Class Member.

26 **5.5.3. Allocation of Net Settlement Payments.** Each Individual Settlement
27 Payment will be allocated as follows: Twenty percent (20%) allocated to wages and Eighty percent
28 (80%) allocated to penalties and interest. These allocations represent the Parties' good faith allocation

1 based on the claims asserted and potential damages related to wages, liquidated damages, interest and
2 penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portion
3 allocated to interest, penalties, and non-wage damages will be reported on an IRS Form 1099 by the
4 Settlement Administrator. In accordance with law, the Settlement Administrator will make required tax
5 withholdings from each Individual Settlement Payment on the portion designated as wages and will
6 remit the withholding to the appropriate taxing authorities. One Hundred percent (100%) of the PAGA
7 Settlement Payment is in settlement of claims for penalties and not be subject to wage withholdings, and
8 shall be reported on IRS Form 1099, unless not required by law. The Settlement Administrator shall
9 issue any necessary Form W-2 and 1099 statements to Class Members for their respective Individual
10 Settlement Payments and any separate PAGA Settlement Payments. Class Members shall be solely
11 responsible for paying all other applicable taxes on their respective Individual Settlement Payments and
12 shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for
13 taxes, penalties, or interest arising as a result of Individual Settlement Payments.

14 **5.5.4. Tax Allocations of Individual Settlement Payments Not Material.** The
15 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material
16 term of this Agreement. If the Court does not approve or approves a different allocation, then the other
17 terms of this Agreement shall still remain in effect.

18 **5.6. Final Funding of Gross Settlement Amount.** By fifteen (15) calendar days after
19 the Effective Date, Defendant will deposit all of the Gross Settlement Amount into the QSF established
20 by the Settlement Administrator.

21 **6. RELEASES**

22 **6.1. Releases by Plaintiff and Class Members.** By operation of the entry of the
23 Final Approval Order and Judgment, and except as to rights this Agreement creates, Plaintiff and each
24 Class Member who does not submit a proper Request for Exclusion as provided for in this Agreement
25 shall fully release the Released Parties from the Released Claims.

26 **6.2. PAGA Aggrieved Employee Group Who Submit Requests for Exclusion.**
27 Each Class Member who properly submits a Request for Exclusion as provided for in this Agreement
28 shall nevertheless fully release the Released Parties from the Released PAGA Claims.

1 **6.3. Additional Releases by Class Representative.** In addition to the release of
2 Released Claims given by each member of the Settlement Class, the Class Representative also generally
3 releases claims against the Released Parties. This general release includes claims arising from the Class
4 Representative's relationship with Defendant. This general release by the Class Representative also
5 includes a waiver of rights under California Civil Code Section 1542, which states:

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

9 The general release from the Class Representative is effective only upon the Court granting approval of
10 the Settlement and apply only to claims that may be released as a matter of law.

11 **6.4. Settlement is Contingent Upon Release of Claims.** This Agreement is
12 conditioned upon the releases by the Class and Class Representatives as described herein, and upon
13 covenants by the Class and Class Representatives that they will not participate in any actions, lawsuits,
14 proceedings, complaints, or charges in any court or before any administrative body related to any claims
15 they have released under this Settlement.

16 **6.5. Inadmissibility of Settlement Documents.** The Parties agree that this
17 Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or
18 proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent
19 permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis
20 for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

21 **7. SETTLEMENT APPROVAL PROCEDURE**

22 **7.1. Preliminary Approval.** Plaintiff shall submit to the Court a Motion for
23 Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily
24 approve this Agreement according to the terms in this Agreement and provide for the Class Notice to be
25 sent to Class Members as specified in this Agreement, substantially in the form attached hereto as
26 Exhibit A. This motion shall include the bases for demonstrating that settlement amounts are reasonable
27 in light of the facts and controlling authorities pertaining to the claims alleged. The motion shall also be
28 accompanied by a declaration of Class Counsel discussing the risks of continued litigation and the

1 decision that the best interests of the Class Members are served by the terms of this Agreement.

2 Defense Counsel shall have the opportunity to review and comment on a draft of the motion before it is
3 filed.

4 **7.2. Final Approval.** Plaintiff shall submit to the Court a Motion for Final Approval
5 Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to
6 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of
7 the Agreement be carried out, (e) retaining jurisdiction to oversee enforcement of this Agreement and
8 the Court's orders. Defense Counsel shall have the opportunity to review and comment on a draft of the
9 motion before it is filed.

10 **7.3. Motion for Attorneys' Fees and Costs.** Along with the Motion for Final
11 Approval, Class Counsel may seek Court approval of an Attorneys' Fees and Costs award in the amount
12 of (a) One Hundred, Twenty Thousand Dollars and Zero Cents (\$120,000.00), which represents up to
13 one third of the Gross Settlement Amount, and (b) litigation costs actually incurred in representing the
14 interests of the Class, supported by adequate documentation, in an amount not to exceed Twenty Four
15 Thousand Dollars and Zero Cents (\$24,000.00).

16 **7.4. Motion for Class Representative Service Award.** Along with the Motion for
17 Final Approval, Class Counsel may seek Court approval of a Class Representative Service Award in the
18 amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for the Class Representative.

19 **7.5. Timing of Judgment.** After the Final Approval Order, Plaintiff shall request that
20 the Court enter Judgment in accordance with this Agreement in the Consolidated Action, without further
21 fees or costs. Notice of Entry of the Judgment may be served on the Settlement Class by posting on the
22 Claims Administrator website.

23 **7.6. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the
24 Judgment is in accord with this Agreement.

25 **8. MISCELLANEOUS**

26 **8.1. Materiality of Terms.** Except as otherwise stated herein, each substantive term
27 of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If
28 the Court does not approve any substantive term, or if the Court effects a material change to the

1 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will
2 be, at Defendant’s sole discretion, void and unenforceable.

3 **8.2. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
4 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
5 Agreement be relied upon as such within the meaning of United States Treasury Department Circular
6 230 (31 C.F.R. Part 10, as amended) or otherwise.

7 **8.3. No Impact on Employee Benefits.** No payment made under this Agreement
8 shall be considered as compensation or hours worked or hours paid for purposes of determining
9 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
10 purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as
11 defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section
12 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock
13 appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization,
14 insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or
15 policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

16 **8.4. Language of Settlement Documents.** All Settlement-related documents to be
17 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

18 **8.5. Parties’ Authority.** The signatories hereto represent that they are fully
19 authorized to bind the Parties to all the term of this Agreement. The Parties agree that Class Members
20 are so numerous that it is impossible or impractical to have each Class Member execute this Agreement.
21 This Agreement may be executed on behalf of Class Members by a Class Representative and by Class
22 Counsel.

23 **8.6. Entire Agreement.** This Agreement, which includes its definitions, recitals, and
24 all exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all
25 prior and contemporaneous negotiations and understandings between the Parties on the subject of the
26 Consolidated Action.

27 **8.7. Counterparts.** This Agreement may be executed in counterparts, and each
28 counterpart signed and delivered shall be deemed an original, and when taken together with other signed

1 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
2 and effective as to all Parties.

3 **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
4 by signing on the designated signature block and transmitting that signature page via facsimile or as an
5 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original
6 for purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

7 **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or
8 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
9 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
10 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
11 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of
12 future performance of the same provisions or of any other provision of this Agreement, and such Party,
13 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
14 any provision of this Agreement. The time periods and dates provided in this Agreement with respect to
15 giving of notices and hearings are subject to Court approval and modification by the Court or by written
16 stipulation of Class Counsel and Defense Counsel.

17 **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,
18 and its terms are not intended to be, and shall not be, construed against any party by virtue of
19 draftsmanship.

20 **8.10.1. Exhibits Incorporated by Reference.** This Agreement includes the
21 terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

22 **8.10.2. Headings.** The headings within this Agreement appear for convenience of
23 reference only and shall have no effect upon the construction or interpretation of any part of this
24 Agreement.

25 **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this
26 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
27 possible so as to render all provisions of this Agreement enforceable.

28 **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform

1 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
2 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
3 Settlement Administration Costs.

4 **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representative and the
5 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
6 Released Claim or claim to Attorneys' Fees and Costs award to be paid under this Agreement. The
7 Class Representatives and the Class Counsel further represent and warrant that there are not any liens or
8 claims against any amount that Defendant is to pay under this Agreement. The Class Representatives
9 and Class Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability,
10 losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach
11 of these representations or from any lien or assignment.

12 **8.13. Waiver of Right to Request Exclusion by Class Representatives.** The Class
13 Representative, by signing this Agreement, agrees not to request exclusion from the Settlement. The
14 Class Representative, by signing this Agreement, further represents that he has no objection to the terms
15 of the Agreement and he believes the terms to be fair, reasonable and adequate.

16 **8.14. Confidential Information.** Class Counsel agree that none of the information
17 provided by Defendant shall be used for any purpose other than prosecution of the Actions.

18 **8.15. Publicity.** Neither Plaintiff nor Class Counsel shall cause to be publicized,
19 directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any
20 type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews,
21 television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook,
22 Twitter or any other social media. Plaintiff agrees that he shall not make any comments regarding the
23 claims in this matter or settlement thereof unless asked, and, if asked, he shall respond only that the
24 matter has settled. Should any Plaintiff or Class Counsel at any time breach this provision, Plaintiff shall
25 forfeit to Defendant the full amount of their Class Representative Service Awards. Without limitation
26 by the foregoing, Defendant also may enforce this provision through an action for injunctive relief.
27 Plaintiff waives any obligation by Defendant to file a bond in connection with any such action. This
28 provision does not apply to any publications ordered by the Court.

1 **8.16. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
2 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
3 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
4 the consent of all Parties.

5 **8.17. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
6 first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
7 unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator,
8 and all Parties will bear their own fees and costs.

9 **8.18. Governing Law.** All terms of this Agreement shall be governed by and
10 interpreted according to California law.

11 Mach 1 Global Services, Inc.

12
13 By: 

14 Its: Founder

15 DATE: 10-25-2022
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Saul Andrade, on behalf of himself and the
Putative Class and Aggrieved Employees


Saul Andrade

10/06/2022

DATE: _____

EXHIBIT A

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL APPROVAL**

Saul Andrade v. Mach 1 Global Services, Inc., Alameda County Superior Court Case No. RG20069104
("PAGA Action" and "Lead Case") and
Saul Andrade v. Mach 1 Global Services, Inc., Alameda County Superior Court Case No. RG21108078
("Class Action")

As a former hourly-paid or non-exempt employee for Mach 1 Global Services, Inc. who performed work for Mach 1 in the State of California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a settlement payment.

You have received this Notice of Class Action Settlement because the records of Mach 1 Global Services, Inc. ("Defendant" or "Mach 1") show you are a "Class Member," and therefore entitled to a payment from this class action settlement. Class Members are all hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time from July 28, 2016 to [DATE of Preliminary Approval] ("Class Period").

- The settlement resolves two cases: A case brought under the California Private Attorneys General Act ("PAGA") captioned *Saul Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104 and a class action captioned *Saul Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG21108078. The cases have been consolidated under the PAGA Action. They are collectively called the Lawsuit.
- The Lawsuit asserts claims for (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse for business expenses; (10) violation of California Business and Professions Code § 17200; and (11) PAGA penalties under Labor Code § 2699, et seq.
- On [REDACTED], the Alameda County Superior Court granted preliminary approval of this settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

Why Am I Receiving This Notice?

Defendant's records show that you worked for Defendant in California, and were paid on an hourly basis during the period July 28, 2016 through [DATE of Preliminary Approval]. You were sent this Notice because you have a right to know about a proposed settlement of the Lawsuit, and about your options, before the Court decides

Your Estimated Settlement Award

As detailed below, Defendant's records indicate that your **Eligible Workweeks** are:

For the **Class Period** [Eligible Workweeks] and for the **PAGA Period** [Eligible Workweeks]

Based on these workweeks, your **Estimated Award** is:

Class Award is [Estimated Award] and **PAGA Award** is [Estimated Award]

Questions? Contact the Administrator toll free at [PHONE]

whether to finally approve the settlement. If the Court approves the settlement (and then any objections and appeals are resolved) a Settlement Administrator appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights and options, what payments may be available to you under the settlement, and how to receive the payments.

What Is This Case About?

Saul Andrade was an hourly-paid, non-exempt employee for Defendant in California. He is the “Plaintiff” in the Lawsuit and is suing on behalf of himself and Class Members for the claims outlined above. Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the Final Approval Hearing.

Summary Of Distribution Formula

Plaintiff and Defendant have agreed to settle the Lawsuit for the Gross Settlement Amount of \$360,000. The Gross Settlement Amount includes: (1) Settlement Administration Costs, currently estimated not to exceed \$7,000 to the Settlement Administrator; (2) a service payment of up to \$5,000 to Plaintiff for his time and effort in pursuing this Lawsuit; (3) up to \$120,000 in attorneys’ fees (one third of the Settlement Amount) to Class Counsel and reimbursement of litigation costs and expenses incurred by Class Counsel in the amount of up to \$24,000 to Class Counsel; and (4) an allocation to PAGA penalties in the amount of \$36,000, seventy-five percent of which will be paid to the California Labor & Workforce Development Agency (“LWDA”) and the remaining twenty-five percent distributed to certain Class Members. The amount left over after deducting these sums is called the “Net Settlement Amount.” It is estimated to be approximately [\$Amount].

Individual Settlement Payment Calculation

Class Members who do not opt out will receive a pro-rata Individual Settlement Payment based on the number of workweeks worked (i.e. performed work and received pay for working) from July 28, 2016 through [DATE of Preliminary Approval] (“Eligible Workweeks”). The Individual Settlement Payment will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class Members, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) * Net Settlement Amount.

PAGA Settlement Payment Calculation

Class Members will receive a pro-rata PAGA Settlement Payment based on the number of Eligible Workweeks worked from May 21, 2019 through [DATE of Preliminary Approval] (“PAGA Eligible Workweeks”). Specifically, these payments will be calculated by dividing the individual’s PAGA Eligible Workweeks by the total of the Class Members’ PAGA Eligible Workweeks, multiplied by the twenty-five percent of the PAGA allocation that goes to the Class Members (\$9,000). Otherwise stated, the formula for a Class Member’s PAGA Settlement Payment is: (individual’s PAGA Eligible Workweeks ÷ total of Class Members’ PAGA Eligible Workweeks) * \$9,000.

Questions? Contact the Administrator toll free at [PHONE]

Calculation of Your Settlement Payments

As summarized on page 1 of this Notice, Defendant's records indicate that you worked [Eligible Workweeks] as an hourly-paid or non-exempt employee in California between July 28, 2016 and [DATE], and [PAGA Eligible Workweeks] as an hourly-paid or non-exempt employee in California between May 21, 2019 and [DATE]. Based on these records, your estimated Individual Settlement Payment as a Class Member would be [\$Estimated Award], and your estimated PAGA Settlement Payment would be [\$Estimated Award].

If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

20% of each Individual Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest and reported on an IRS Form 1099. 100% of each PAGA Settlement Payment will be allocated as penalties and reported on an IRS Form 1099.

This notice is not intended to provide legal or tax advice regarding any settlement payment. You should consult your own legal counsel or tax professional regarding any taxes you may owe as a result of receiving a payment under this settlement.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you are a Class Member, you do not need to take any action to receive the Individual Settlement Payment, and PAGA Settlement Payment set forth above. You also will be releasing claims if you do not opt out.

Class Release

Unless you Opt Out of the Settlement (Option 2 below), you will be bound by the following release:

By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Plaintiff and each Class Member who does not submit a proper Request for Exclusion as provided for in this Agreement shall fully release all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, pleaded in the PAGA Complaint (defined below) and the Class Action Complaint (defined below), or that could have been pleaded based on the facts pleaded in the complaints filed in the Actions, arising during the period July 28, 2016 through and including the date the Court grants Preliminary Approval of the Settlement, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay wages, failure to timely pay final wage, failure to maintain payroll and employment records, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, pre and post-shift work, record-keeping violations, claims regarding failure to reimburse business expenses, and unfair business practices pursuant to California Business & Professions Code §§ 17200 et seq. based on the aforementioned, and civil penalties pursuant to California Labor Code § 2698, et seq. ("PAGA") based on the aforementioned.

Questions? Contact the Administrator toll free at [PHONE]

PAGA Release

If you Opt Out of the Settlement (Option 2 below), you will still be bound by the following release:

Each Class Member who properly submits a Request for Exclusion as provided for in this Agreement shall nevertheless fully release the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under Private Attorneys General Act (California Labor Code §§ 2698, et seq.) arising during the period from May 21, 2019, to [DATE of Preliminary Approval] that were raised, or reasonably could have been raised, in the Lawsuit.

“Released Parties” means: Mach 1 Global Services, Inc. and all of its predecessors, successors, subsidiaries, parents, corporate affiliates, assigns, and related entities, and all of their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion must include your first and last name, address, telephone number, the last four digits of your social security number, and the case name and case number. You must sign your request for exclusion and mail it by U.S. First-Class Mail to the address below.

[ADDRESS]

The written request to be excluded from the settlement must be mailed to the Settlement Administrator at the following address and contact information and postmarked no later than [RESPONSE DEADLINE]:

If you timely and validly exclude yourself from the Settlement, then you will get no Individual Settlement Payment. You also will not be bound by the *Class Release* set forth in Option 1 above.

The proposed settlement also includes the settlement of claims for civil penalties under PAGA. A Class Member may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the Settlement, you will still receive a PAGA Settlement Payment (if you are eligible), and will be bound by the *PAGA Release* set forth above.

Option 3 – Make an Objection to the Settlement

If you wish to object to the settlement you may file an objection in writing stating why you object to the settlement. Your objection must provide your full name, address, the last four digits of your Social Security Number, the case number and name, and your reasons why you think the Court should not approve the Settlement. Your objection must be mailed to the Settlement Administrator and postmarked no later than [RESPONSE DEADLINE]. You can also attend the final approval hearing (discussed below), and orally present your objection to the Court.

Please note that you cannot both object to the settlement and exclude yourself (pursuant to Option 2 above). If you object, and the Court overrules your objection, you will be bound by the settlement and releases.

Questions? Contact the Administrator toll free at [PHONE]

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [DATE] in [LOCATION], and discuss your objections with the Court. You may also retain an attorney to represent you at the Hearing at your own expense.

Hearings before the judge overseeing this case are again being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, BlueJeans or Zoom. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing remotely should visit: <https://www.alameda.courts.ca.gov/general-information/remote-appearances> to set up a remote appearance.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For further information and a more detailed statement of the matters involved in the Lawsuit and the settlement, you may visit [Website] and you may also call the Settlement Administrator at [PHONE] or contact Class Counsel as follows:

LAWYERS *for* JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Ovsanna Takvoryan
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544, during regular business hours of each court day.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
MACH 1, OR MACH 1'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Administrator toll free at [PHONE]