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Attorneys for Plaintiff Yvonne Labra and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

YVONNE LABRA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SUTTER STREET MANUFACTURING,
INC., a California Corporation; WILLIAMS-
SONOMA, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV18751
[Assigned to the Hon. Ann I. Jones, Dept.
SS11]

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:
Date: September 23, 2021
Time: 10:00 a.m.
Dept.: 11

Complaint Filed: May 15, 2020

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I

1 submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action
2 Settlement. If called as a witness, I could and would competently testify thereto.

3 **COUNSEL'S EXPERIENCE**

4 2. I have been a member, in good standing, of the State Bar of California since 2001.
5 I am admitted to practice in the United States District Courts for the Central and Southern
6 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
7 courts in California.

8 3. I have handled approximately 500 employee vs. employer litigation matters
9 during my 20 years in practice. Over the last 15 years, my practice has almost entirely consisted
10 of representing employees, the majority of which has included class action and representative
11 action wage and hour matters. In total, I have handled over 200 class action and representative
12 action wage/hour cases, and have been appointed by the court as class counsel and have received
13 final court approval and judgment over half of those actions to date, and anticipate receiving
14 final approval in many more of those in the future.

15 4. As part of these settlements and judgments, I have recovered in excess of \$250
16 million in damages for my clients and the class members (who often work as nurses, ambulance
17 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
18 countless other trades). My team and I once held the record for the largest known PAGA-only
19 case in California's history - a \$12.5 million-dollar court approved settlement, which followed
20 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
21 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

22 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
23 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
24 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
25 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
26 Both cases were appealed.

27 6. Over each of the last three years, I have been selected by my peers as a "Super
28 Lawyer" in Employment Litigation.

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8. As set forth in the Declaration of the Settlement Administrator, Daniel La of CPT Group, the Net Settlement Amount is approximately \$1,143,278.86, after the deductions set forth in the chart below:

9. The process of mailing the Notice Packets was very successful, as only 7 Notice Packets were deemed undeliverable by the Settlement Administrator. This means that over 99.3% of the Class Notices were successfully delivered.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.8% of the Class elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and

possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 200 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those class actions, and many others remain pending and will successfully resolve in the future while recovering many, many dozens of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.¹

15. When this case was taken on a contingency fee basis, with my co-counsel's firm and mine agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, Class Counsel paid all costs including filing fees,

¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 court costs, research fees, and mediation costs. There was never a guarantee that we would
2 recoup those expenditures.

3 16. It has been my experience that the benchmark for attorney fee awards in
4 California state cases is one-third of a common settlement fund, which the CA Supreme Court
5 recently upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement,
6 Class Counsel is seeking a fee of \$608,000, which is one-third of the Settlement Amount.

7 17. There are several additional factors why I believe that the Court should award
8 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
9 resulted in a common fund settlement amount of \$1,824,000, whereby the Class Members will
10 receive approximately \$1,150.18 on average and up to a maximum of \$3,344.91 for those
11 employees that worked the entire Class Period. This is a very result in light of the disputed
12 nature of the claims alleged. This result was achieved by the work and success of my office and
13 my co-counsel, who negotiated the settlement after extensive litigation, discovery, preparation,
14 investigation, mediation, and substantial work thereafter.

15 18. Second, Plaintiff faced significant risks going forward with the litigation. As
16 discussed in the motion for preliminary approval, Defendants raised various defenses throughout
17 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
18 Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
19 going forward with this litigation, and it would have taken several more years to realize any
20 recovery in this action along with the possibility of post-trial appeals.

21 19. Third, Class Counsel are experienced class action litigators. This experience and
22 expertise, combined with the high quality of work performed in this case, resulted in the
23 settlement achieved in this case.

24 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
25 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
26 substantial amount of time, money, and resources, and have done so since the inception of this
27 case without any payment or compensation. If Plaintiff had lost this case, we would have
28 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for

1 my office, which is a small firm. If, despite these hardships and risks, the best my office could
2 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for
3 the hardships and serious risks we faced litigating this contingency case, and would not be
4 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
5 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
6 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
7 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
8 only one-third of class actions are successful, compared to two-thirds that are defeated and result
9 in no payment to the class members.

10 21. Fifth, the request for attorney's fees in the amount of one-third of the common
11 fund falls well within the norms accepted by state and federal courts in California in comparable
12 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
13 recovery under the common fund doctrine was recently approved by the California Supreme
14 Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

15 22. For all of the above reasons, a common fund fee award here in the amount of one-
16 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

17 23. At my office, this case was primarily handled by Peter Carlson and me. As noted
18 in Mr. Carlson's declaration, he is a senior associate who works exclusively with me on
19 employment law matters and has been in practice for 7 years. He bills at the hourly rate of
20 \$540/hour. I have been in practice for 20 years, with most of those years handling complex
21 litigation and over the last 15 years, my practice has almost entirely consisted of handling class
22 action wage and hour matters. My billing rate is \$695/hour. This rate has been approved by
23 Courts in Riverside, San Bernardino, Los Angeles, Orange and San Diego counties. I believe
24 these rates are consistent with Plaintiff and Defense attorneys who handle complex class action
25 litigation, if not somewhat lower.

26 24. According to the 2014 article in the National Law Journal, in Los Angeles, the
27 average of partners *in 2014* was \$665, while the average associate rate was \$401 in 2014. (Sloan,
28 *\$1,000 Per Hour Isn't Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow*

(2014) Nat. Law Journal.) At Irell & Manella, the average hourly partner rate is \$890; at Mannatt, Phelps & Phillips, the average hourly partner rate is \$740; at O'Melveny & Meyers, the average hourly partner rate is \$715; and at Jeffer Mangels Butler & Mitchell, the average hourly partner rate is \$690.

25. Additionally, Class Counsel's requested rates of \$695, \$540, and \$550 are reasonable under the Laffey Matrix (www.laffeymatrix.com) which indicates that the benchmark rate for an attorney with 20+ years of experience (such as myself) is \$914, while the rate for attorneys with 8-10 years of experience (such as Messrs. Carlson and Bokhour) is \$672.

26. Moreover, the Wolters Kluwer Real Rate Report ("Real Rate Report"), provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data. For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. In 2018, for the southern California area, which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

27. The table below includes a summary of the hours worked by my office and my co-counsel (Mehrdad Bokhour), plus additional hours that we will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to finalize this matter. Our combined lodestar totals approximately \$259,251, resulting in a multiplier of 2.35, as follows:

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Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Brian Mankin	20 years	\$695	145 ²	\$100,775
Peter Carlson	7 years	\$540	151.9	\$82,026
Mehrdad Bokhour	8 years	\$550	139	\$76,450
Total Lodestar				\$259,251

28. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

29. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediator fees including travel to mediation, and other incidental expenses directly related to this action. Through final approval, my office will have incurred an estimated \$8,671.34 in litigation costs (see Exhibit “B” attached hereto). Including my co-counsel’s costs of \$6,049.80, our combined costs are \$14,721.14. Since the Settlement Agreement allocated up to \$20,000 in costs, the savings will be placed in the Net Settlement Amount and paid to the Class Members. Defendants do not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

30. I also believe that the service award of \$10,000 to Plaintiff is fair and warranted for the reasons outlined in her declaration and in the motion. She came forward and worked directly with our offices in analyzing the claims and documents, providing valuable information. (See her declaration for supporting information.) Indeed, her participation was an essential element of Defendants’ desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, she also took on various risks, including the risk that she could have been ordered to pay Defendants’ costs if she lost and the risk of retaliation and being black-balled in the industry. She also provided a full release of all claims. Defendants do not oppose the requested service award.

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32. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “A.”

32. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “A.”

33. Attached hereto as Exhibit “B” is a true and correct copy of an itemized statement of my firm’s litigation costs.

35. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

By: Brian J. Mankin
Brian J. Mankin, Esq.

DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

EXHIBIT “A”

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Attorneys for Plaintiff Yvonne Labra and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

YVONNE LABRA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SUTTER STREET MANUFACTURING,
INC., a California Corporation; WILLIAMS-
SONOMA, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV18751
[Assigned to the Hon. Ann I. Jones, Dept.
SS11]

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

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Tel: (650) 614-7400 | Fax (650) 614-7401
Attorneys for Defendants
SUTTER STREET MANUFACTURING, INC. & WILLIAMS-SONOMA, INC

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiff Yvonne Labra, individually and on behalf of all others similarly situated, and
3 Defendants Sutter Street Manufacturing, Inc., and Williams-Sonoma, Inc., (“Defendants”) and is
4 approved by their respective counsel of record, subject to the terms and conditions hereof and the
5 Court’s approval.

6 **A. Definitions**

7 1. “Action” or “Lawsuit” means and refers to the case entitled *Yvonne Labra v.*
8 *Sutter Street Manufacturing, Inc., et al.*, Los Angeles County Superior Court Case No.
9 20STCV18751.

10 2. “Settlement Agreement,” “Agreement,” or “Stipulation” shall mean this Class
11 Action Settlement Agreement and Release of Claims, including any attached Exhibits.

12 3. “Class Counsel” refers to Brian Mankin and Peter Carlson of Lauby Mankin
13 Lauby LLP, and Mehrdad Bokhour of Bokhour Law Group, P.C.

14 4. “Class Data” means a complete list that Defendants will diligently and in good
15 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
16 and shall include the Settlement Class Members’ full names; last known addresses; telephone
17 numbers; Social Security Numbers; and the total Weeks Worked during the Class Period for each
18 Settlement Class Member.

19 5. “Class Period” is deemed to be any time during the period of May 15, 2016
20 through March 6, 2021.

21 6. “Class Representative” or “Plaintiff” means and refers to Yvonne Labra.

22 7. “Complaint” refers to the operative Complaint on file alleging class and
23 representative PAGA claims, filed in the Los Angeles County Superior Court on May 15, 2020,
24 in the matter of *Yvonne Labra v. Sutter Street Manufacturing, Inc. et al., et al.*, Los Angeles
25 County Superior Court Case No. 20STCV18751.

26 8. “Court” (or “Judge”) means the California Superior Court, County of Los
27 Angeles.

28 9. “Defendants” means and refers to Sutter Street Manufacturing, Inc. and

Williams-Sonoma, Inc.

10. “Defendants’ Counsel” or “Defense Counsel” means and refers to Jessica R. Perry and Allison Riechert Giese of Orrick, Herrington & Sutcliffe LLP.

11. “Effective Date” means the latest of the following dates: (i) if no Class Member objects, timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date of the Notice of Entry of Order regarding Final Approval of the Settlement; (ii) if a Class Member objects, intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

12. “Excluded Workweeks” is any work week during the Class Period in which a Settlement Class Member was also a member of a different settlement class, and as a result, is not credited with a work week due to having released applicable claims in any of the following cases: *Anaya/Aguilar v. Williams-Sonoma, Inc. et al.* (Los Angeles Superior Court, Case No. BC562546); and *Ayala v. Williams-Sonoma, Inc.* (Los Angeles Superior Court, Case No. BC692815).

13. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.

14. “Final Settlement Class” means, collectively, all Settlement Class Members who have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

15. “Individual Settlement Payment” shall have the meaning ascribed to it in Paragraph 44(c) below.

16. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 44(b) below.

17. “Notice” means the notice of settlement of class action that will be sent to the

1 Settlement Class Members.

2 18. “Notice Response Deadline” is 45 calendar days from the date the Notice is
3 mailed to the Settlement Class Members.

4 19. “Objecting Settlement Class Member” means a Settlement Class Member, other
5 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant
6 to Paragraph 64(c) below.

7 20. “Participating Class Member” means any and all Settlement Class Members who
8 are deemed to participate and receive an Individual Settlement Payment and do not opt-out by
9 submitting timely valid Requests for Exclusion.

10 21. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and
11 Defendants, collectively.

12 22. “Preliminary Approval Date” means the date the Court approves the Settlement
13 Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

14 23. “Preliminary Approval Order” means the judicial Order to be entered by the
15 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
16 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of
17 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a
18 hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and
19 costs. Defendants will not object to Plaintiff’s motion for preliminary approval, but will be
20 provided with an opportunity to review and comment upon the motion at least three business
21 days before it is filed.

22 24. “QSF” means the Qualified Settlement Fund set up by the Settlement
23 Administrator for the benefit of the Final Settlement Class, and from which the settlement
24 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue
25 Code Sec. 468.

26 25. “Released Claims” by the Participating Class Members upon Final Approval of
27 the Settlement will include any and all claims, demands, rights, liabilities, and causes of action
28 that were or could have been pleaded under local, state or federal law arising out of, relating to,

1 or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements,
2 omissions, or failures to act pleaded in the Complaint against Defendants for the duration of the
3 Class Period, including but not limited to claims related to unpaid wages and overtime
4 compensation, meal and rest break violations, untimely payment of final wages, inaccurate
5 itemized wage statements, unfair and unlawful business practices, and failure to provide suitable
6 seating and for civil penalties under the Private Attorney General Act related to the claims above.
7 In addition, each Participating Class Member who cashes their Individual Settlement Payment
8 check shall be deemed to have released claims alleged in the operative complaint or that could
9 have been alleged based on the facts therein under the FLSA.

10 26. "Released Parties" means Defendants and their past and present officers,
11 directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
12 auditors, consultants, insurers and reinsurers, and their respective parent corporations,
13 subsidiaries, divisions, affiliates, attorneys, successors and assigns.

14 27. "Release Period" shall be the time period governing the Released Claims which
15 shall be the same as the Class Period.

16 28. "Release" shall mean the release and discharge of the Released Claims by
17 Plaintiff and all of the Participating Class Members.

18 29. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 64(a)
19 below.

20 30. "Service Payment" or "Service Award" means the amount approved by the Court
21 to be paid to the Class Representative, Yvonne Labra, in addition to her Individual Settlement
22 Payment as a Participating Class Member.

23 31. "Settlement Administrator" means and refers to CPT Group, the third-party class
24 action settlement administrator agreed to by the Parties, that will provide the Notice Packet to the
25 Class Members and distribute the settlement amounts as described in this Agreement.

26 32. "Settlement Administration Costs" means the costs payable from the Total
27 Maximum Settlement Amount to the Settlement Administrator for administering this Settlement,
28 including, but not limited to, printing, distributing, and tracking documents for this Settlement,

1 tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed
2 property due diligence, reporting and remittance obligations, distributing the Total Maximum
3 Settlement Amount, and providing necessary reports and declarations, as requested by the
4 Parties. The Settlement Administration Costs shall be paid from the Settlement Amount,
5 including, if necessary, any such costs in excess of the amount represented by the Settlement
6 Administrator as being the maximum costs necessary to administer the Settlement.

7 33. "Settlement Class" or "Covered Position" consists of all current and former non-
8 exempt employees employed by Defendants at warehouses and/or manufacturing facilities in
9 California at any time during the Class Period.

10 34. "Settlement Class Member" or "Class Member(s)" refers to individual members
11 of the Settlement Class.

12 35. "Total Maximum Settlement Amount" shall have the meaning ascribed to it in
13 Paragraph 44(a) below.

14 36. "Work Weeks" or "Weeks Worked" for each Settlement Class Members means
15 any and all weeks during the Class Period in which the Settlement Class Member was employed
16 by Defendants in a Covered Position and worked at least one shift during the week, excluding
17 any Excluded Workweeks and leaves of absence.

18 **B. General Terms**

19 37. Plaintiff filed a class and representative PAGA action complaint in the Court on
20 May 15, 2020 against Defendants and Does 1 through 20. The Complaint alleges class and
21 representative PAGA claims, including: (1) failure to pay minimum wages, (2) failure to pay
22 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
23 to timely pay final wages upon separation of employment, (6) failure to provide accurate
24 itemized wage statements, (7) unfair and unlawful competition pursuant to Business and
25 Professions Code §17200 *et seq.*, (8) failure to provide suitable seating, and (9) related claims
26 under PAGA.

27 38. Defendants deny Plaintiff's claims and allegations and contend that the Action is
28 not suitable for class certification or manageable as a representative action.

1 39. The Class Representative believes she can proceed with her representative and
2 class claims, that the Action is meritorious, and that class certification is appropriate.

3 40. The Parties have conducted a thorough investigation into the facts of the Action.
4 This includes conducting an extensive exchange of informal discovery, including Defendants'
5 written policies and practices and the production of a sampling of payroll and timekeeping
6 records for Settlement Class Members. Class Counsel is both knowledgeable about and has done
7 extensive research with respect to the applicable law and potential defenses to the claims of the
8 Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members'
9 claims against Defendants. Based on the foregoing data and on their own independent
10 investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants
11 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
12 and adequate and is in the best interest of the Class Members in light of all known facts and
13 circumstances, including the risk of significant delay and uncertainty associated with litigation,
14 various defenses asserted by Defendants, and numerous potential appellate issues.

15 41. On January 5, 2021, Plaintiff and Defendants participated in mediation before
16 Mark Rudy, a highly experienced wage and hour class action mediator. The matter resolved at
17 mediation.

18 42. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
19 to be performed or judgments to be entered pursuant to the terms of the Settlement and
20 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of
21 any statute or law or liability on the claims or allegations in the Action.

22 43. Stipulation for Class Certification. For settlement purposes only, Defendants will
23 stipulate that the Settlement Class Members described herein who do not Request Exclusion
24 from the Settlement Class may be conditionally certified as a settlement class. This stipulation to
25 certification is in no way an admission that class action certification is proper and shall not be
26 admissible in this or in any other action except for the sole purposes of enforcing this
27 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'
28 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and

shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they would continue to oppose class certification and the substantive merits of the case should the Court decline to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court decline to issue Final Approval.

C. Terms of Settlement

44. The financial terms of the Settlement are as follows:

(a) Total Maximum Settlement Amount: The Parties agree to settle this Action for One Million, Eight Hundred and Twenty-Four Thousand Dollars (\$1,824,000) (“the Total Maximum Settlement Amount”). The Total Maximum Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Payments, Attorneys’ Fees and Costs Award, the Service Payment to the Class Representative, all Settlement Administration Costs, and payment to the Labor Workforce Development Agency (LWDA) for PAGA penalties. Defendants shall separately pay the employers’ share of their payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Total Maximum Settlement Amount less the Attorneys’ Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Settlement Administration Costs, and payment to the LWDA for PAGA penalties. If the Court reduces the attorneys’ fees, litigation costs, Service Award, or Settlement Administrator Costs, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

(c) Individual Settlement Payments for the Settlement Class: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Work Weeks a Settlement Class Member worked during the Class Period. Specific Calculations of Individual Settlement Payments will be made as follows:

- Defendants will calculate the total number of Work Weeks worked by each Settlement Class Member during the Class Period and the aggregate total

number of Work Weeks worked by all Settlement Class Members during the Class Period.

- To determine each Settlement Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Work Weeks, resulting in the "Work Week Value". Each Settlement Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Work Weeks during the Class Period by the Work Week Value.
- Individual Settlement Payments will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.
- The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Settlement Payment for each Participating Class Member according to the number of Work Weeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

(d) Allocation of Individual Settlement Payments: The Individual Settlement Payments will be allocated based on the allegations in the Action as follows: thirty percent (30%) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and seventy percent (70%) will be allocated as interest and as penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226, 2699) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payment to Class Representative: The amount, if any, awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to

1 exceed \$10,000, in exchange for the services Plaintiff performed on behalf of the Class and for
2 entering into the general and expansive release discussed hereinafter. Defendants agree not to
3 oppose this request. The Service Payment to Plaintiff will be paid out of the Total Maximum
4 Settlement Amount. The Class Representative will be issued IRS Form 1099 in connection with
5 this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
6 on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff
7 less than the requested amount shall not be a basis for Class Counsel to void this Stipulation.
8 Should the Court approve a lesser amount for the Service Payment, the difference shall be added
9 to the Net Settlement Amount to be distributed to the Participating Class Members.

10 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
11 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Total
12 Maximum Settlement Amount (\$608,000), plus reasonable litigation costs not to exceed \$20,000
13 ("Attorney's Fees and Cost Award"). Defendants agree not to oppose any contention by Class
14 Counsel that attorneys' fees should be based on the common fund theory. The Attorney's Fee
15 and Cost Award shall be paid from the Total Maximum Settlement Amount, and except for this
16 award, Defendants shall have no further obligation to pay any attorneys' fees, costs or expenses
17 to Class Counsel. Should the Court approve a lesser amount than what is sought by Class
18 Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the
19 Participating Class Members. Any Court order awarding less than the amount sought by Class
20 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
21 Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
22 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees
23 that any allocation of fees between or among Class Counsel and any other attorney representing
24 or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

25 (g) Settlement Administration Costs: The fees and other charges of the
26 Settlement Administrator will be paid from the Total Maximum Settlement Amount, not to
27 exceed \$10,500, unless approved by all Parties and the Court.

28 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA

1 Penalties, and is to be paid from the Total Maximum Settlement Amount, subject to Court
2 approval. Of this amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil
3 penalties under the Private Attorney General Act of 2004 ("PAGA") and \$12,500 (25%) will be
4 included in the Net Settlement Amount, payable to the Participating Class Members on a Work
5 Week basis. Class Counsel shall give proper notice to the LWDA of the Settlement.

6 (i) Tax Liability: Class Counsel and Defendants make no representations as
7 to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiff and
8 the Settlement Class Members are not relying on any statement or representation by Class
9 Counsel or Defendants in this regard. Plaintiff and Participating Class Members understand and
10 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
11 their respective Settlement Amounts described herein. The amount of federal income tax
12 withholding will be based upon a flat withholding rate for supplemental wage payments in
13 accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax
14 withholding will also be made pursuant to applicable state and/or local withholding codes or
15 regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
16 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement.
17 If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after
18 the date of this Agreement, the processes set forth in this Section may be modified in a manner to
19 bring Defendants into compliance with any such changes. Plaintiff and Participating Class
20 Members understand and agree that they will be solely responsible for the payment of any taxes
21 and penalties assessed on their respective payments described herein and will defend, indemnify,
22 and hold Defendants free and harmless from and against any claims resulting from treatment of
23 such payments as non-taxable damages.

24 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
25 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
26 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
27 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO
28 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR

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

20 45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
21 Participating Class Members under this Agreement, as well as any other payments made
22 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
23 benefit plans to which any Settlement Class Members may be eligible, including, but not limited
24 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans,
25 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
26 intention that this Settlement will not affect any rights, contributions, or amounts to which any
27 Settlement Class Members may be entitled under any benefit plans. The Parties agree that the
28 amounts paid pursuant to this Settlement are not for days or hours worked, and are not included

1 toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

2 46. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under
3 no circumstances will any portion of the Total Maximum Settlement Amount revert to
4 Defendants. Participating Class Members will not have to make a claim in order to receive an
5 Individual Settlement Payment. Distributions, in the form of Individual Settlement Payments,
6 will be made directly to each Participating Class Member. The Settlement Administrator shall
7 be responsible for accurately and timely reporting and remittance obligations with respect to
8 unclaimed funds as a result of a Participating Class Member not cashing an Individual Settlement
9 Payment by the check cashing deadline, as set forth herein.

10 47. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
11 adequate, and will so represent same to the Court.

12 **D. Release by Plaintiff and the Settlement Class**

13 48. Upon entry of the Final Approval Order and Defendants funding of the Settlement
14 Amount, and except as to such rights or claims as may be created by this Settlement Agreement,
15 the Settlement Class (other than those who submit a valid Request for Exclusion) and each
16 member of the Settlement Class who does not timely opt-out, will forever completely release and
17 discharge the Released Parties from the Released Claims for the Release Period.

18 49. Each Settlement Class Member will be deemed to have made the foregoing
19 Release as if by manually signing it.

20 50. Plaintiff and Defendants intend that the Settlement described in this Agreement
21 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
22 arbitration, demand, or other action of any kind, by each and all of the Participating Class
23 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
24 Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not
25 apply to any Class Member who timely and validly opts out of the Settlement.

26 51. Class Representative, on behalf of herself and the Settlement Class, acknowledges
27 and agrees that the claims for unpaid wages and unreimbursed expenses in the Action, and
28 untimely payment of wages in the Action, are disputed, and that the payments set forth herein

1 constitute payment of all sums allegedly due to them. Class Representative, on behalf of herself
2 and the Settlement Class, acknowledges and agrees that California Labor Code Section 206.5 are
3 not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

4 An employer shall not require the execution of any release of any claim or
5 right on account of wages due, or to become due, or made as an advance
6 on wages to be earned, unless payment of those wages has been made.

7 **E. Release by Class Representative**

8 52. As a material inducement to Defendants to enter into this Settlement Agreement,
9 Class Representative does hereby, for herself and for her respective spouses, heirs, successors,
10 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
11 personal representatives, and assigns forever and completely release and discharge the Released
12 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
13 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
14 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
15 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
16 from the beginning of time through the execution of this Stipulation, whether known or
17 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
18 upon, or relating to Class Representative's employment with Defendants or the remuneration for
19 or termination of such employment (collectively, the "Class Representative's Claims").

20 53. Without limiting the generality of the foregoing, this general release by Class
21 Representative includes all federal, state and local statutory claims, federal and state common
22 law claims (including but not limited to those for contract, tort and equity), including without
23 limitation the Americans with Disabilities Act, Age Discrimination in Employment Act, Title
24 VII of the Civil Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair
25 Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California
26 Constitution, the California Fair Employment and Housing Act, the California Unfair
27 Competition Act (California Business and Professions Code section 17200 et seq.), and the
28 California Labor Code.

1 54. Class Representative agrees that there is a risk that any injury that she may have
2 suffered by reason of the Released Parties' relationship with her might not now be known, and
3 there is a further risk that said injuries, whether known or unknown at the date of this Settlement
4 Agreement, might possibly become progressively worse, and that as a result thereof further
5 damages may be sustained. Nevertheless, Class Representative agrees to forever and fully
6 release and discharge the Released Parties, and understands that by the execution of this
7 Settlement Agreement no further claims for any such injuries that existed at the time of the
8 execution of this Settlement Agreement may ever be asserted by Class Representative with
9 respect to claims arising in the time period from the beginning of time to the execution of this
10 Settlement Agreement.

11 55. Class Representative expressly waives and relinquishes all rights and benefits
12 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
13 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
14 Code of the State of California states:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
16 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
17 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
18 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
20 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
21 OR RELEASED PARTY.

22 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
23 full and complete release and discharge of all parties, Class Representative and Class Counsel
24 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
25 without limitation, all claims that Class Representative knew of, as well as all claims that she
26 does not know or suspect to exist in her favor against the Released Parties, or any of them, for
27 the time period from the beginning of time to the execution of this Settlement Agreement, and
28 that this Settlement Agreement contemplates the extinguishment of any such Class
Representative's claims. Notwithstanding the above, the general release by Class Representative
shall not extend to claims for workers' compensation benefits, claims for unemployment
benefits, or other claims that may not be released by law.

1 **F. Interim Stay of Proceedings**

2 56. Pending completion of all of the prerequisites necessary to effectuate this
3 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
4 except such as are necessary to effectuate the Settlement.

5 **G. Notice Process**

6 57. Appointment of Settlement Administrator. The Parties have agreed to the
7 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
8 including mailing the Notice, using standard devices to obtain forwarding addresses,
9 independently reviewing and verifying documentation associated with any claims or opt-out
10 requests, resolving any disputes regarding the calculation or application of the formula for
11 determining the Individual Settlement Payments, drafting and mailing the settlement checks to
12 Participating Class Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence,
13 reporting and remittance obligations, and performing such other tasks as set forth herein or as the
14 Parties mutually agree or that the Court orders.

15 58. Disputes Regarding Settlement Administration. Any and all disputes relating to
16 administration of the Settlement by the Settlement Administrator (except for disputes regarding
17 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
18 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendants notify
19 the Court that all payments and obligations contemplated by this Settlement Agreement have
20 been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will
21 confer in good faith to resolve the dispute without the necessity of Court intervention. The
22 Settlement Administrator shall also be responsible for issuing to Plaintiff, Settlement Class
23 Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for
24 all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
25 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and
26 penalties to the appropriate government authorities.

27 59. Class Data. Within thirty (30) days after Notice of Entry of the Preliminary
28 Approval Order, Defendants shall provide the Class Data to the Settlement Administrator. The

1 Settlement Administrator will run a check of the Class Members' addresses against those on file
2 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the
3 Settlement Administrator will remain confidential, shall be used solely to administer the
4 Settlement, and will not be used or disclosed to anyone, except as required by applicable tax
5 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although
6 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
7 Counsel from communicating with Class Member's regarding the Action and Settlement.

8 60. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
9 Administrator to the Settlement Class Members, by first class mail, in English, within fourteen
10 (14) calendar days following the Settlement Administrator's receipt of the Class Data. The
11 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
12 addresses of Settlement Class Members if any envelopes are returned.

13 61. Returned Notices. The Settlement Administrator will take steps to ensure that the
14 Notice is received by all Settlement Class Members, including utilization of the National Change
15 of Address Database maintained by the United States Postal Service to review the accuracy of
16 and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for
17 whom an updated address is located within ten (10) calendar days following both the Settlement
18 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
19 shall be identical to the original Notice, except that it shall notify the Class Member that the
20 exclusion (opt-out) request or objection must be returned by the later of the Notice Response
21 Deadline or fifteen (15) days after the remailing of the Notice.

22 62. Disputes Regarding Information on Notices. Class Members are deemed to
23 participate in the Settlement, unless they opt-out. The Notice will inform Class Members of
24 his/her estimated Individual Settlement Payment and the number of Weeks Worked during the
25 Class Period. Class Members may dispute their Weeks Worked if they feel they should be
26 credited with more Work Weeks than Defendants' records show by timely submitting evidence
27 to the Settlement Administrator. Defendants' records will be presumed determinative absent
28 reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the

evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks and estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Individual Settlement Payments; accordingly, in no event will Defendants be required to increase the Total Maximum Settlement Amount.

63. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

64. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LABRA V. SUTTER STREET LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

To be valid, any Request for Exclusion must include the full name, address, telephone

1 number, last four digits of the social security number or date of birth, and signature of the
2 Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by
3 mail to the Settlement Administrator at the specified address. Any such Request must be made
4 in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only
5 if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing.
6 Any Settlement Class Member who timely requests exclusion in compliance with these
7 requirements: (i) will not have any rights under this Agreement, including the right to object,
8 appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this
9 Agreement; and (iii) will not be bound by this Agreement, or the Judgment.

10 (b) Binding Effect on Final Settlement Class Members. Except for those
11 Settlement Class Members who exclude themselves in compliance with the procedures set forth
12 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for
13 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
14 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
15 provided herein, will be deemed to have waived all objections and oppositions to the fairness,
16 reasonableness, and adequacy of the Settlement.

17 (c) Objections to Settlement. Any Settlement Class Member, other than
18 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member shall
19 inform the Settlement Administrator, in writing, of his or her objection which must be
20 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
21 objection shall include the objecting Settlement Class Member's full name, address, telephone
22 number, and dates of employment with Defendants, the case name and number, the basis for the
23 objection, including any legal support and each specific reason in support of the objection, as
24 well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class
25 Member is represented by counsel, the name and address of his or her counsel. The Settlement
26 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within
27 three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its
28 declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any

1 Participating Class Member who files an objection remains eligible to receive monetary
2 compensation from the Settlement. Plaintiff and Defendants shall not be responsible for any
3 fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
4 objections to the Settlement. Submitting an objection does not preserve the right to appeal a
5 final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely
6 and properly intervening or filing a motion to vacate the judgment under Code of Civil
7 Procedure § 663.

8 (d) Failure to Object. Any Settlement Class Member who desires to object
9 but fails to timely submit a written objection or in person objection at the Final Approval
10 Hearing waives any right to object and will be foreclosed from making any objection to this
11 Settlement. Any Settlement Class Member who does not timely and properly become a party of
12 record by intervening or filing a motion to vacate the judgment waives any and all rights to
13 appeal from the Judgment, including all rights to any post-judgment proceeding and appellate
14 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California
15 Code of Civil Procedure section 473, and extraordinary writs.

16 (e) Responses to Objections. Counsel for the Parties may file a response to
17 any objections submitted by objecting Settlement Class Members at least five (5) court days
18 before the date of the Final Approval Hearing.

19 (f) Settlement Class Members will have until the Notice Response Deadline
20 to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
21 Settlement Administrator shall disclose jointly to Class Counsel and Defendants' counsel what
22 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
23 request of Class Counsel or Defense Counsel.

24 (g) Defective Submissions. If a Settlement Class Member's Request for
25 Exclusion or objection is defective as to the requirements listed herein, that Settlement Class
26 Member will be given an opportunity to cure the defect(s). The Settlement Administrator will
27 mail the Settlement Class Member a cure letter within three (3) business days of receiving the
28 defective submission to advise the Settlement Class Member that his or her submission is

1 defective and that the defect must be cured to render the Request for Exclusion or objection
2 valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or
3 (ii) 15 calendar days from the date of the cure letter to postmark or fax a revised Request for
4 Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or
5 received by fax within that period, it will be deemed untimely.

6 65. Funding of the Settlement Amount. Defendants shall make a one-time deposit
7 into the QSF of the Total Maximum Settlement Amount (including the employers' share of the
8 payroll taxes) within twenty-one (21) calendar days after the Effective Date. Once Defendants
9 have complied with their obligation set forth in this paragraph, they shall be deemed to have
10 satisfied all of the terms and conditions of this Agreement, shall be entitled to all the protections
11 afforded it under the Agreement, and shall have no further obligations under the Agreement,
12 regardless of what occurs with respect to the further administration of the Settlement. The
13 Settlement Administrator (and not Defendants) shall issue the applicable W-2s and IRS Form
14 1099 reflecting all payments to the Class Members.

15 66. Distribution of Funds. No later than fourteen (14) calendar days after the deposit
16 of the payment into the QSF, the Settlement Administrator will mail the Individual Settlement
17 Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys'
18 Fees and Costs Award, any Service Payment to the Class Representative, the payment to the
19 LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

20 67. Deadline for Cashing Settlement Checks. Participating Class Members shall have
21 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.
22 If any Participating Class Member's check is not cashed within that period, the check will be
23 void and a stop-payment will be issued, and the Settlement Administrator shall issue the
24 unclaimed funds to the California State Controller's Office in the name of the Class Member.
25 The release will be binding upon all Participating Class Members who do not cash their checks
26 within the 180-day period. In the event that any settlement check is returned to the Settlement
27 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
28 business days of receipt of the returned settlement check, perform a skip trace to locate the

individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

68. No person shall have any claim against Defendants (or its designee), Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

69. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

H. Duties of the Parties Prior to the Court's Approval

70. Promptly after execution of this Settlement Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

- (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;
- (b) Approving as to form and content the proposed Notice;
- (c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

I. Duties of the Parties Following Court's Final Approval

71. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

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

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Settlement Class Members from prosecuting any Released Claims against any of the Released Parties.

72. Final Judgment. Class Counsel shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment to its website within three (3) business days of receipt.

J. Voiding the Agreement

73. Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, (i) two percent (2%) or more of Class Members opt out of the Settlement; (ii) there is a change to the scope of the release; and/or (iii) the Court finds the Total Maximum Settlement Amount is insufficient to warrant approval.

74. All Parties, signatories and their counsel shall not encourage opt-outs or objections to this Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

75. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Total Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

76. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

K. Other Terms

77. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

78. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

79. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment. Class Counsel shall provide Defendants' Counsel with copies of the Preliminary Approval Motion and Final Approval Motion for review at least three business days prior to the filing deadline.

80. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

81. No Admission. Defendants deny any and all liability to Plaintiff and/or any Settlement Class Member in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle and

1 compromise the matters at issue in the Complaint to avoid further substantial expense and the
2 inconvenience and distraction of protracted and burdensome litigation. Defendants also have
3 taken into account the uncertainty and risks inherent in litigation, and without conceding any
4 infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined
5 that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the
6 terms and conditions set forth in this Agreement.

7 82. No Publication. Neither Plaintiff nor her counsel shall hold a press conference or
8 otherwise seek to affirmatively publicize the settlement in the media or on social media. If
9 contacted by the media regarding the settlement, Plaintiff and her counsel will state "It was a fair
10 settlement and we are happy with the results" or something to that effect. Additionally, neither
11 Plaintiff nor her counsel shall engage in any disparagement of any type related to this settlement.

12 83. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
13 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
14 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
15 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into
16 this Settlement Agreement with the intention of avoiding further disputes and litigation with the
17 attendant inconvenience and expenses. This Settlement Agreement is a settlement document,
18 and it, along with all related documents such as the notices, and motions for preliminary and
19 final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of
20 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to
21 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation
22 for class certification as part of this Settlement Agreement is for settlement purposes only and if,
23 for any reason the settlement is not approved, the stipulation will be of no force or effect.

24 84. Notices. Unless otherwise specifically provided herein, all notices, demands or
25 other communications given hereunder shall be in writing and shall be deemed to have been duly
26 given as of the third business day after mailing by United States registered or certified mail,
27 return receipt requested, addressed:
28

To the Settlement Class:

Brian Mankin, Esq.
brian@lmlfirm.com
Lauby Mankin Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444
Fax: (951) 320-1445

To Defendants:

Jessica Perry, Esq.
jperry@orrick.com
Allison Riechert Giese, Esq.
agiese@orrick.com
Orrick, Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
Tel: (650) 614-7400
Fax: (650) 614-7401

85. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

86. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

87. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its

1 terms or by a writing signed by all of the Parties hereto.

2 88. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
3 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
4 provide written notice to the other Party and allow an opportunity to cure the alleged
5 deficiencies, and Plaintiff and Defendants agree to seek the help of the mediator to resolve any
6 dispute they are unable to resolve informally. During this period, the Parties shall bear their own
7 attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding
8 instituted by any person or entity other than Plaintiff or Defendants.

9 89. Choice of Law. This Settlement Agreement shall be governed by and construed,
10 enforced and administered in accordance with the laws of the State of California.

11 90. Integration Clause. This Settlement Agreement contains the entire agreement
12 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
13 or contemporaneous agreements, understandings, representations, and statements, whether oral
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
15 hereunder may be waived except in writing.

16 91. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
17 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
18 successors and assigns.

19 92. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
20 because the members of the Settlement Class are numerous, it is impossible or impractical to
21 have each Class member execute this Settlement Agreement. The Notice will advise all
22 Settlement Class Members of the binding nature of the release provided herein and such shall
23 have the same force and effect as if this Settlement Agreement were executed by each Settlement
24 Class Member.

25 93. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
27 extent possible consistent with applicable precedents so as to define all provisions of this
28 Settlement Agreement valid and enforceable.

94. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

95. Privacy of Documents and Information. Class Representative and Class Counsel agree that they will destroy all confidential documents and information provided to them by Defendants within thirty (30) days of the Distribution of Funds pursuant to paragraphs 66-67 above, except for documents that must be retained for professional responsibility purposes or pursuant to ethical rules governing attorney conduct in California and the United States. Class Representative and Class Counsel further agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than prosecution of this Lawsuit or the defense or prosecution of a malpractice action or defense of any state bar complaint.

Dated: February 24, 2021

PLAINTIFF AND CLASS REPRESENTATIVE:

DocuSigned by:
Yvonne Labra
454AE35CA03A484

Yvonne Labra

Dated: February 25, 2021

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP



Brian J. Mankin
Attorneys for Plaintiff

Dated: February 24, 2021

CLASS COUNSEL:
BOKHOUR LAW GROUP, P.C.

DocuSigned by:
Mehrdad Bokhour
D8D3643E271940F

Mehrdad Bokhour
Attorneys for Plaintiff

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3 Dated: March 10 2021

DEFENDANTS:
SUTTER STREET MANUFACTURING, INC. AND
WILLIAMS-SONOMA, INC.

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6
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8 

9 By: Julie Whalen
Title: Executive Vice President and Chief Financial
Officer

10 Dated: March 10 2021

11
12 **DEFENDANTS' COUNSEL:**
13 ORRICK, HERRINGTON & SUTCLIFFE LLP

14 

15 Jessica R. Perry, Esq.
16 Attorneys for Defendants
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EXHIBIT “B”

Selection Criteria

Clie.Selection Include: Labra v Sutter
Slip.Transaction Type Expense
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Phase/Task	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
582255 5/14/2020 WIP LWDA check #556	EXP	EBF Court fees Labra v Sutter	1	75.00 Do Not Bill	75.00
582268 5/15/2020 WIP 56 copies @ \$0.20 for LWDA letter and letters to employer	EXP	SJA Copying Labra v Sutter	56	0.20 Do Not Bill	11.20
582269 5/15/2020 WIP Postage for the month of May 2020	EXP	SJA Postage Labra v Sutter	1	7.70 Do Not Bill	7.70
582352 5/19/2020 WIP Los Angeles County Superior Court Receipt to file Complaint	EXP	SJA Court fees Labra v Sutter	1	1474.00 Do Not Bill	1474.00
582421 5/28/2020 WIP Bosco Inv 4546930 Serve: SUTTER STREET MANUFACTURING, INC., A CALIFORNIA CORPORATION SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE ASSIGNMENT -UNLIMITED CIVIL CASE; ADR Court: Los Angeles County Superior Court - Spring Street Courthouse	EXP	SJA Attorney Servic Labra v Sutter	1	151.70 Do Not Bill	151.70
582425 6/2/2020 WIP	EXP	SJA Attorney Servic Labra v Sutter	1	61.75 Do Not Bill	61.75

8/20/2021
8:18 AM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Bosco Inv 4556439 Serve: WILLIAMS- SONOMA , INC. A DELAWARE CORPORATION SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE ASSIGNMENT -UNLIMITED CIVIL CASE; ADR Court: Los Angeles County Superior Court - Spring Street Courthouse					
582490	EXP	SJA	4	0.20	0.80
6/8/2020		Copying			
WIP		Labra v Sutter		Do Not Bill	
4 copies @ \$0.20 for POS to court					
582491	EXP	SJA	1	0.50	0.50
6/8/2020		Postage			
WIP		Labra v Sutter		Do Not Bill	
Postage for the month of June 2020					
582600	EXP	SJA	1	13.50	13.50
6/30/2020		Court fees			
WIP		Labra v Sutter		Do Not Bill	
Los Angeles County Superior Court charge to file POS of Minute Order and Initial Status Conference					
583286	EXP	SJA	1	5000.00	5000.00
9/15/2020		Mediation Fees			
WIP		Labra v Sutter		Do Not Bill	
Mark S. Rudy Inv 28554 for Mediation 1-5-2021					
583405	EXP	SJA	1	23.04	23.04
10/7/2020		Attorney Servic			
WIP		Labra v Sutter		Do Not Bill	
Budget Conferencing Inv 29906438 for 9-2-20					
584152	EXP	SJA	1	8.25	8.25
2/8/2021		Court fees			
WIP		Labra v Sutter		Do Not Bill	
Los Angeles County Superior Court Receipt to fax file Notice of Name Change					
584173	EXP	SJA	1	13.87	13.87
2/17/2021		Attorney Servic			
WIP		Labra v Sutter		Do Not Bill	
Budget Conferencing Inv 30269712 for 1-4-21					

8/20/2021
8:18 AM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
584371	EXP	SJA	1	306.28	306.28
4/2/2021		Court fees			
WIP		Labra v Sutter		Do Not Bill	
One Legal Order #16064407 to file MPA					
584837	EXP	SJA	1	15.00	15.00
5/17/2021		Court fees			
WIP		Labra v Sutter		Do Not Bill	
LA CourtConnect ID #152221948 for 5-10-21 MPA					
585111	EXP	SJA	1	978.75	978.75
6/29/2021		Experts			
WIP		Labra v Sutter		Do Not Bill	
Berger Consulting Inv 3801					
585709	EXP	TLG	1	400.00	400.00
8/19/2021		Attorney Servic			
WIP		Labra v Sutter		Do Not Bill	
Estimated cost for OneLegal to file MFA and supporting documents					
585710	EXP	TLG	1	30.00	30.00
8/19/2021		Court fees			
WIP		Labra v Sutter		Do Not Bill	
Estimated cost for LACourtConnect for MFA hearing and further hearings					
585711	EXP	TLG	1	100.00	100.00
8/19/2021		Court fees			
WIP		Labra v Sutter		Do Not Bill	
Estimated fees to file MFA and supporting docs					
Grand Total					
			0.00		0.00
			0.00		8671.34
			0.00		8671.34

EXHIBIT “C”