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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN LUIS OBISPO

ANNA LEVINE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ASSOCIATED STUDENTS
INCORPORATED OF CALIFORNIA
POLYTECHNIC STATE UNIVERSITY AT
SAN LUIS OBISPO, a California
Corporation; ASSOCIATED STUDENTS,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV-0664
(Consolidated with Case No. 20CV-0672)

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 20, 2023
Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated February 14,
2023 at paragraph 12]*

Dept.: 2
Judge: Hon. Rita Federman

Action Filed: December 21, 2020
Trial Date: Not Set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Anna Levine ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the motion for final approval of the class settlement
7 filed by Plaintiff.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter
12 at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience
13 in the areas of employment class actions, unfair business practices and other complex litigation. The
14 attorneys at my firm have extensive experience in cases involving labor code violations and overtime
15 claims. Class Counsel has litigated similar wage and hour class and/or PAGA cases against other
16 employers on behalf of employees, including cases against Cigna, HealthNet, See's Candies, Securitas,
17 Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts,
18 Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union
19 Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State
20 Automobile Association. Class Counsel have been approved as experienced class counsel during
21 contested motions in state and federal courts throughout California. It is this level of experience which
22 enabled the firm to undertake the instant matter and to successfully combat the resources of the
23 defendants and their capable and experienced counsel. Class Counsel have participated in every aspect
24 of the settlement discussions and have concluded the settlement is fair, adequate and reasonable and
25 in the best interests of the Class.

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class and Representative Action Settlement Agreement (the

1 "Agreement") between the Parties is attached hereto as Exhibit #2.¹ Plaintiff and Defendant Associated
2 Students Incorporated of California Polytechnic State University at San Luis Obispo ("Defendant")
3 reached a full and final settlement of the above-captioned action, which is embodied in the Agreement
4 filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount
5 is One Million Three Hundred Fifty Thousand Dollars (\$1,350,000). (Agreement at ¶22.) Under the
6 Settlement, the Gross Settlement Amount consists of the following elements: (1) Settlement Shares to
7 the Participating Class Members, (2) Settlement Administration Expenses, (3) Class Counsel Fees
8 Payment, (4) Class Counsel Litigation Expenses Payment, (5) Class Representative Service Payment,
9 and (5) the PAGA Payment to Aggrieved Employees and the LWDA, and excluding any employer
10 payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be
11 paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
12 (Agreement at ¶¶ 22 and 44-45.)

13 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
14 (Agreement at ¶22.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
15 (Agreement at ¶22.)

16 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
17 Defendant's share of payroll taxes within fifteen (15) days of the Effective Date. (Agreement at
18 ¶47(g).) Within thirty (30) days of the Effective Date, the Settlement Administrator will make payment
19 of all Settlement Shares to Participating Class Members along with the other Court-approved
20 distributions under the Agreement. (Agreement at ¶47(g).)

21 (d) The Net Settlement Amount shall equal the Gross Settlement Amount less the Court
22 approved amounts for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
23 Payment, the Class Representative Service Payment, the PAGA Payment to the LWDA, and Settlement
24 Administration Expenses. (Agreement at ¶24.) The Net Settlement Amount will be distributed as the
25 Settlement Shares to the Class Members and Aggrieved Employees. (Agreement at ¶45.) For the
26 Aggrieved Employees, the Settlement Administrator shall then divide the amount of Six Thousand Two
27

28 ¹ Capitalized terms are defined in the Agreement.

1 Hundred and Fifty Dollars (\$6,250.00) by the Total Pay Periods, resulting in a value for each pay period
2 ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods for each
3 an Aggrieved Employee and multiple it by the Pay Period Value to derive the appropriate payment for
4 each Aggrieved Employee. (Agreement at ¶45(a).) Each Participating Class Member who is a FCRA
5 Class Member shall receive a flat payment of One Hundred Dollars (\$100.00). (Agreement at ¶45(b).)
6 The amount remaining from Net Settlement Amount after subtracting the FCRA Class Amount and the
7 portion of the PAGA Payment that is payable to Aggrieved Employees shall be considered the
8 "California Settlement Amount." Each Participating Class Member who is a California Class Member
9 shall be entitled to a portion of the California Settlement Amount as follows: the Settlement
10 Administrator shall divide the California Settlement Amount by the total number of Compensable
11 Workweeks for all Participating Class Members who are California Class Members, resulting in a value
12 for each Compensable Workweek ("Workweek Value"), and the Settlement Administrator shall then
13 take the number of Compensable Workweeks for each Participating Class Member who is a California
14 Class Member and multiple it by the Workweek Value to derive the appropriate payment for each
15 California Class Member. (Agreement at ¶45(c).) Compensable Workweeks were based on
16 Defendant's records, however, Class Members had the right to challenge their workweeks.

17 (e) Class Members were sent the Court approved Class Notice using the procedure approved
18 by the Court by mailing the notice packets after updating class members' addresses using the National
19 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
20 notices to any forwarding address provided or updated address located. (Agreement at ¶47(c), Ex. A.)
21 Class Members were provided with the opportunity to exclude themselves or "opt out" if they did not
22 want to participate in the settlement. (Agreement at ¶47(c), Ex. A.) The Class Notice also advised
23 Class Members of their right to object to the Settlement and/or dispute their workweeks. (Agreement
24 at ¶47(c), Ex. A.)

25 (f) A Participating Class Member must cash his or her Settlement Share check within 180 days
26 after it is mailed. (Agreement at ¶47(h).) The Settlement Administrator will send a reminder to
27 Participating Class Members who have not cashed their checks within 120 days after its last mailing
28 to the affected individual. (Agreement at ¶47(h).) Any settlement checks not cashed within 180 days

1 will be voided and any the funds from such uncashed checks will be paid to the California State
2 Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not
3 cash their check.

4 (g) CPT Group was appointed as the Settlement Administrator. (Agreement at ¶ 30; Preliminary
5 Approval Order at ¶ 9.) From the Gross Settlement Amount, the Settlement Administrator shall be paid
6 for the expenses of administering the Settlement in an amount not to exceed \$35,000. (Agreement at
7 ¶ 44(d); Preliminary Approval Order at ¶ 9.) As set forth in the Cofinco Decl. at ¶ 15, the Settlement
8 Administration Expenses, including fees and costs incurred to-date, as well as anticipated fees and costs
9 for completion of the settlement administration, are \$30,500.

10 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
11 not to exceed thirty-three percent (33%) of the Gross Settlement Amount, as the Class Counsel Fees
12 Payment. (Agreement at ¶ 44(b).) Class Counsel will also be allowed to apply separately for an award
13 of Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at
14 ¶ 44(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
15 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 44(a).) In support of this
16 separate motion for attorneys' fees, reimbursement of expenses and service award, Class Counsel is
17 providing evidentiary support, for these requests, including lodestar.

18 (i) The Parties will seek approval from the Court for the PAGA Payment of \$25,000 out of the
19 Gross Settlement Amount, which shall be allocated 75% (\$18,750) to the LWDA as the LWDA's share
20 of the PAGA Payment pursuant to PAGA and 25% (\$6,250) will be distributed to the Aggrieved
21 Employees based on their respective Total Pay Periods worked during the PAGA Period. (Agreement
22 at ¶ 44(c).) All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject
23 to the release of the PAGA Released Claims, whether or not they opt out of the class portion of the
24 Settlement. As set forth in the accompany proof of service, the LWDA has been served with this
25 motion and the Agreement.

26 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
27 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
28 settlement is "fair, adequate and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the

1 Settlement valued at One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) is an
2 excellent result for the Class. This result is particularly favorable in light of the fact that liability was
3 far from certain in light of the defenses asserted by Defendant. Given the complexities of this case and
4 the defenses asserted, along with the uncertainties of proof at trial and appeal, the proposed settlement
5 is fair, reasonable and adequate, and should be finally approved.

6
7 4. Procedural status of the settlement - In accordance with the Preliminary Approval
8 Order dated February 14, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
9 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
10 On March 21, 2023, the Settlement Administrator mailed the Court-approved Class Notice to the Class
11 Members, which provided each class member with the terms of the Settlement, including notice of the
12 claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service
13 awards that were being sought, how individual settlement awards would be calculated, and the specific,
14 estimated payment amount to that individual. See Cofinco Decl. ¶ 7, Exh. A. In disseminating the
15 notices, the Settlement Administrator followed the notice procedures authorized by the Court in its
16 Preliminary Approval Order. Significantly, there have been no objections and no opt-outs. Cofinco
17 Decl. ¶¶ 11-12. As a result, the entire Class will participate in the Settlement and will be sent a
18 settlement check, representing 100% of the Class. See Cofinco Decl. at ¶¶ 13-14.

19
20 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
21 Class Members were not provided all minimum wages and overtime compensation and at the correct
22 rate, were not provided and/or paid for meal and rest periods, were not reimbursed for reasonable
23 business expenses, were not provided accurate itemized wage statements, and were not provided
24 compliant FCRA disclosures and/or authorizations. The Action seeks unpaid wages, penalties, attorney
25 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the
26 other Class Members by virtue of the foregoing claims.

1 6. Procedural History of the Litigation

2 (a) On May 7, 2019, Plaintiff serve a PAGA notice on Defendant and the Labor Workforce
3 Development Agency pursuant to PAGA to identify the alleged violations of the Labor Code by the
4 Defendant. On December 21, 2020, Plaintiff filed or caused to be filed a Complaint in the PAGA
5 Action against Defendant and Associated Students, Inc. Plaintiff seeks civil penalties pursuant to the
6 Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., for
7 alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512,
8 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
9 Subdivision 5(A)-(B). On March 2, 2021, Plaintiff filed a First Amended Representative Action
10 Complaint against Defendant in the PAGA Action. On March 3, 2021, Plaintiff dismissed Defendant
11 Associated Students, Inc. from the PAGA Action. On April 2, 2021, Defendant filed an Answer to the
12 FAC in the PAGA Action.

13 (b) On December 21, 2021, Plaintiff filed a Complaint in the Class Action against Defendant
14 Associated Students, Inc. in the Superior Court of the State of California, County of San Luis Obispo.
15 Plaintiff asserted claims that Defendant: (1) engaged in unfair competition in violation of Cal. Bus &
16 Prof. Code §§ 17200, et seq.; (2) failed to pay minimum wages in violation of California Labor Code
17 §§ 1194, 1197, and 1197.1; (3) failed to pay overtime wages in violation of Cal. Labor Code § 510; (4)
18 failed to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failed to
19 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failed to provide
20 accurate itemized wage statements in violation of California Labor Code § 226; (7) failed to reimburse
21 employees for required expenses in violation of California Labor Code § 2802; (8) failed to provide
22 wages at termination in violation of Cal. Lab. Code § 201, 202, and 203; (9) violated the of the Fair
23 Credit Reporting Act for Failure to Make Proper Disclosures, 15 U.S.C. § 1681, et seq.; (10) violated
24 the Fair Credit Reporting Act for Failure To Obtain Proper Authorization, 15 U.S.C. § 1681, et seq.;
25 (11) violated the Investigative Consumer Reporting Agencies Act for Failure to Make Proper
26 Disclosures, California Civil Code §1786, et seq. ("ICRA"); and, (12) violated the Consumer Credit
27 Reporting Agencies Act for Failure to Obtain Proper Disclosures, California Civil Code §1785, et seq.
28 ("CCRA"). On March 16, 2021, Defendant filed an Answer to the Complaint in the Class Action.

1 (c) On March 2, 2022, the Parties submitted to the Court a stipulation to consolidate the PAGA
2 Action and the Class Action for settlement purposes only. On March 4, 2022, the Court issued an order
3 approving the stipulation.

4 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
5 including production of documents, class data, and other information, allowing for the full and
6 complete analysis of liabilities and defenses to the claims in the Action. The information for mediation
7 obtained by Plaintiff included: (1) data showing employees and their employment dates; (2) Payroll
8 information for employees; (3) time punch data covering 2,048 employees and 241,694 shifts; (4)
9 Defendant's employee wage and hour policies; (5) the employment file for the Plaintiff; and, (6)
10 samples of wage statements provided by Defendant. Plaintiff and Defendant agreed to discuss
11 resolution of the Action through a mediation.

12 (e) Prior to mediation, the Parties engaged in the above investigation and the exchange of
13 documents and information in connection with the Action. On February 16, 2022, the Parties
14 participated in an all -day mediation presided over by Tripper Ortman, a respected and experienced
15 mediator of wage and hour representative and class actions. Following the mediation, the Parties were
16 able to agree to settle the Action based upon a mediator's proposal, which was memorialized in a
17 Memorandum of Understanding. At all times, the negotiations were arm's length and contentious.

18 (f) The Parties continued to negotiate the terms of the settlement and prepared the final
19 Agreement which was signed by the Parties and is now presented to this Court for preliminary
20 approval. Accordingly, for purposes of this Settlement, the "Class" is consists of "both the California
21 Class and the FCRA Class." The California Class is defined as "All individuals who are or were
22 employed by Defendant in California and who are or were classified as non-exempt employees during
23 the California Class Period." (Agreement at ¶5.) The California Class Period is December 21, 2016
24 to August 15, 2022. (Agreement at ¶4.) The FCRA Class is defined as "All employees and prospective
25 employees of Defendant in the United States on whom Defendant conducted a background check
26 during the FCRA Class Period. (Agreement at ¶5.) The FCRA Class Period is December 21, 2015 to
27 August 15, 2022. (Agreement at ¶19.) The California Class consists of 2,325 members 152,321
28 workweeks during the California Class Period and the FCRA Class consists of approximately 1,317

1 members. There is an escalator provision in the Agreement in the event the final figures increase by
2 more than 10%.

3 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
4 any kind associated with the claims alleged in the Action and further deny that, for any purpose other
5 than settlement, the Action is appropriate for class treatment. Defendant contends, among other things,
6 that it has correctly compensated the Class Members and complied at all times with the California
7 Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends
8 that class certification would be inappropriate for any reason other than for settlement. Plaintiff
9 contends that Defendant violated California wage and hour laws. Plaintiff further contends that the
10 Action is appropriate for class certification on the basis that the claims meet the requisites for class
11 certification. Without admitting that class certification is proper, Defendant has agreed that the above
12 Class may be certified for settlement purposes only. The Parties agree that certification for settlement
13 purposes is not an admission that class certification would be proper if the class certification issue were
14 litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
15 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
16 stipulate and agree that the requisites for establishing class certification with respect to the Class are
17 satisfied.

18 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
19 Over the course of over a year, Class Counsel has diligently evaluated the Class Members' claims
20 against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel
21 with access to necessary information for the Class. In addition, Class Counsel previously negotiated
22 settlements with other employers in actions involving nearly identical issues and analogous defenses.
23 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
24 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
25 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
26 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
27 appellate issues.

1 7. History of Settlement Discussions

2 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
3 before an experienced and well-respected mediator. Defendant has expressly denied and continue to
4 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
5 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
6 Class Claims of the Class in accordance with this Settlement. Class Counsel are experienced and
7 qualified to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits
8 of trial and settlement, and Class Counsel are experienced in wage and hour employment law class
9 actions, as Class Counsel has previously litigated and certified similar claims against other employers.

10 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a
11 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
12 In preparation for the mediation sessions, Defendant provided Class Counsel with necessary
13 information for the members of the Class, including time data, payroll data and data concerning the
14 composition of the Class. Plaintiff analyzed the data with the assistance of damages expert, Berger
15 Consulting Group, and prepared and submitted a mediation brief and damage valuation to the
16 Mediator. Following the mediation, the Parties were able to agree to settle the Action based upon a
17 mediator's proposal which was memorialized in the form of a Memorandum of Understanding.

18 (c) From May 2022 to July 2022, the Agreement and exhibits thereto were drafted, finalized
19 and executed, and presented to this Court on for preliminary approval. The Court issued a Tentative
20 Ruling in advance of the preliminary approval hearing, which requested an amended proposed order.
21 The Court granted preliminary approval on February 2, 2023, and the Revised Preliminary Approval
22 Order was entered by this Court on February 14, 2023.

23 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
24 my judgment as experienced Class Counsel, this Settlement should be finally approved.

25
26 8. The outcome of this case would have been uncertain and fraught with risks.

27 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of
28 the Plaintiff and the other Class Members. Defendant also asserted that Defendant's practices complied

1 with all applicable Labor laws. Defendant argued that all work time was paid for and that the rounding
2 practices were lawful. Defendant contended that their meal and rest period policies fully complied with
3 California law, that Defendant's timekeeping system recorded meal periods, and that all meal periods
4 were provided. Defendant argued that its payment of meal period premiums is evidence of Defendant's
5 compliance and lawful practices. Further, Defendant argued that Defendant was not required to record
6 rest periods. Defendant also maintained that an on premise policy for meals and rest periods is not
7 illegal. Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal.
8 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal
9 and rest period claims. As to expense reimbursement, Defendant maintained that employees were not
10 required to use their cell phones and any use of their cell phone was voluntary for their convenience
11 and therefore not subject to Labor Code §2802. Finally, Defendant also argues that based on their
12 facially lawful practices, they acted in good faith and without willfulness, which if accepted would
13 negate the claims for waiting time penalties and/or inaccurate wage statements. As to the FCRA claim,
14 Defendant argued that it complied with FCRA in all respects. *See Coleman v. Kohl's Dep't Stores, Inc.*,
15 2015 U.S. Dist. LEXIS 135746, *17 (N.D. Cal. 2015) (holding a release in a separate document does
16 not violate FCRA); *Luna v. Hansen & Adkins Auto Transp., Inc.*, 2018 U.S. Dist. LEXIS 100055,
17 *18-*19 & n.6 (C.D. Cal. 2018). Finally, the court may find remitter/reduction of the statutory
18 damages appropriate. *See e.g. Klingensmith v. Max & Erma's Restaurants, Inc.*, 2007 U.S. Dist. LEXIS
19 81029, 2007 WL 3118505, at *5 (E.D.Pa. 2007). If successful, Defendant's defenses could eliminate
20 or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be
21 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
22 recovery by the Class.

23 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
24 to obtain class certification and thereby not recover on behalf of any employees other than herself.
25 Defendant argued that the individual experience of each putative class member varied with respect to
26 the claims. Defendant could also contest class certification by arguing injury and good faith were case
27 by case determinations that precluded class certification. Plaintiff is aware of cases where class
28 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885, 256

1 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest break claims). Defendant also
2 contended that individual differences in work experiences not only impacted damages but would also
3 impact certification. Finally, even if class certification was successful, as demonstrated by the
4 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there
5 are significant hurdles to overcome for a class wide recovery even where the class has been certified.
6 While other cases have approved class certification in wage and hour claims, class certification in this
7 action would have been hotly disputed and was by no means a foregone conclusion.

8 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further
9 litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in
10 the event of an adverse judgment. A post-judgment appeal by Defendant would have required many
11 more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total,
12 then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery
13 today outweigh an uncertain result three or more years in the future. Plaintiff and Class Counsel
14 recognize the expense and length of a trial against Defendant through possible appeals which could take
15 at least another two or three years. Class Counsel also have taken into account the uncertain outcome,
16 the risk of litigation, especially in complex actions such as this one. Class Counsel are also mindful
17 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
18 the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
19 mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an
20 ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers substantial benefits
21 upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
22 Settlement set forth in the Agreement is in the best interest of the Class.

23 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
24 defenses to Plaintiff's claims. As set forth in the Declaration of Kyle Nordrehaug filed in support of
25 preliminary approval which discussed the value of the class claims in detail, the Gross Settlement
26 Amount compares favorably to the value of the claims. Excluding the FCRA Class Amount valued at
27 \$131,700 (discussed below is \$100 to each of the 1,317 FCRA Class Members), for the 2,325
28 California Class members who worked 152,321.29 workweeks, the Gross Settlement Amount provides

1 an average value of \$524 per Class Member and \$8.00 per workweek, and after deductions, the Net
2 Settlement Amount provides an average recovery of \$293.68 per Class Member and \$4.48 per work
3 week. The calculations to compensate for the amount due to the Class Members at the time this
4 Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting Group, in advance
5 of mediation. As to the Class whose claims are at issue in this Action, Plaintiff used an expert to
6 analyze the data and determine the potential unpaid wages for the employees. For the Class, Plaintiff
7 determined that the unpaid wages due to the alleged rounding of work time to be \$35,612, the
8 maximum potential rest period damages were estimated to be \$4,127,619 based upon a 100% violation
9 rate from an alleged on duty policy, the maximum meal period damages at a 14% violation rate were
10 estimated to be \$126,392 after deducting the meal period premiums paid by Defendant, the maximum
11 damages for alleged off the clock work were estimated to be \$2,888,947, and the maximum damages
12 for unreimbursed expenses were estimated to be \$530,004 at a rate of \$10 of unreimbursed cell phone
13 expense incurred each month. In total, the damages for the California Class were calculated to have
14 a maximum total value of \$7,708,574. In addition, Plaintiff calculated that the maximum value of the
15 waiting time penalties were between \$2,521,853 and \$2,709,840 depending on the predicate violation,
16 and the maximum value of the wage statement penalties to be \$3,005,800, however, these wage
17 statement and waiting time penalties claims potentially have a much smaller value, even if damages
18 were awarded, to the extent that they are only derivative of the meal and rest break claims.²
19 Consequently, the Gross Settlement Amount represents more than 15% of the value of the potential
20 maximum damages at issue for the California Class in this case after excluding the FRCA Class
21

22 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiff recognized that these claims were subject to various defenses asserted by
24 Defendant, including, but not limited to, a good faith dispute defense as to whether any premium wages
25 for meal or rest periods or other wages were owed given Defendant's position that Plaintiff were
26 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
27 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
28 and when the wages were due."). Additionally, Courts had held that violations of the meal and rest
period regulations did not give rise to claims under sections 203 and 226. *See e.g. Ling v. P.F. Chang's
China Bisto, Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.
App. 5th 1308, 1336 (2018). As a result, at the time of mediation, the viability of Plaintiff's claims on
these theories was uncertain.

1 Amount (discussed below), assuming these amounts could all be proven in full at trial.³ The above
2 maximum calculations should then be adjusted in consideration for both the risk of certification and
3 the risk of establishing class-wide liability on all claims. As to the FCRA Class, FCRA provides for
4 statutory damages of \$100 to \$1,000 per willful violation. 15 U.S.C. § 1681n. This means the
5 maximum value of the FCRA claim for the 50 individuals in the FCRA Class is between \$5,000 and
6 \$50,000. A comparison of approved FCRA settlements involving similar facts further confirms the
7 reasonableness of this Settlement. The Court in *Pietras v. Sentry Ins. Co.*, 513 F. Supp. 2d 983, 985
8 (N.D. Ill 2007), "cited eighteen cases, which settled for an average of \$34.59 per class member."
9 Similarly, in *Bailes v. Lineage Logistics, LLC*, 2016 U.S. Dist. LEXIS 110943 (D. Kan 2016), the
10 District Court approved a FCRA class settlement which provided for a fund of \$149,205 for a class of
11 3,430, which correlates to \$43.50 per person. In *Feist v. Petco Animal Supplies, Inc.*, 2018 U.S. Dist.
12 LEXIS 98686 (S.D. Cal. 2018), Judge Marilyn Huff granted preliminary approval to an FCRA class
13 settlement of \$1.2 million for a class of 37,000, which equates to \$32.43 per person. Here, the
14 Settlement allocates \$100 per FCRA Class Member, which is certainly fair and reasonable given the
15 prior approved FCRA settlements and the defenses asserted by Defendant. Defendant disputes
16 Plaintiff's estimates and believes the amount Plaintiff can recover for the Class, if anything at all, is
17 actually much lower. Given the amount of the Settlement as compared to the potential value of the
18 claims, the Settlement is most certainly fair and reasonable.⁴

19
20 ³ Because the PAGA claim does not provide a recovery to the Class, Plaintiff has not included the
21 PAGA claim in this discussion. The PAGA claim was addressed in the Motion for Preliminary
22 Approval at paragraph 33 of the Declaration of Nordrehaug in support of the motion.

23 ⁴ See e.g. *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
24 settlement where the settlement amount constituted approximately 25% of the estimated overtime
25 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
26 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
27 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy*
28 *v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement
which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman v. W.W. Granger,*
Inc., 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval where "the
proposed Total Settlement Amount represents approximately 10% of what class might have been
awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
2 significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious
3 and substantial defenses. Given the complexities of this case, the defenses, along with the uncertainties
4 of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally
5 approved.

6 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
7 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe
8 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
9 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
10 Plaintiff's case and the risk of establishing class wide liability and damages.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed this 23rd day of June, 2023, at San Diego, California.

13 /s/ Normand Blumenthal
14 Norman B. Blumenthal
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27 _____
28 *v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

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Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

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District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“**Agreement**”) is made by and between Plaintiff Anna Levine (“**Plaintiff**”), on behalf of herself and all others similarly situated and aggrieved employees, and Defendant Associated Students Incorporated of California Polytechnic State University at San Luis Obispo (“**Defendant**”). Plaintiff and Defendant, collectively, are referred to in this Agreement as the “**Parties**” and each individually as a “**Party**.”

III. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “**Action**” means the Complaints, original and amended, filed or caused to be filed by Plaintiff in *Levine v. Associated Students Incorporated of California Polytechnic State University at San Luis Obispo, et al.*, Case No. 20CV-0664, pending in the Superior Court for the State of California, County of San Luis Obispo (“**PAGA Action**”) and *Levine v. Associated Students Incorporated of California Polytechnic State University at San Luis Obispo, et al.*, Case No. 20CV-0672, pending in the Superior Court of the State of California, County of San Luis Obispo (“**Class Action**”).
2. “**Aggrieved Employees**” means all individuals, including Plaintiff, who are or were employed by Defendant in California and who are or were classified by Defendant as non-exempt employees during the PAGA Period.
3. “**Agreement**” and/or “**Settlement**” means this Class and Representative Action Settlement Agreement, which is intended to settle and finally and completely dispose of the Action, subject to Court approval.
4. “**California Class Period**” means the period from December 21, 2016 to the earlier of preliminary approval of this Agreement by the Court or August 15, 2022.
5. “**Class**” means both the “California Class” and the “FCRA Class.” The “**California Class**” means all individuals who are or were employed by Defendant in California and who are or were classified as non-exempt employees during the California Class Period. “**California Class Member**” means a member of the California Class. The “**FCRA Class**” means all employees and prospective employees of Defendant in the United States on whom Defendant conducted a background check during the “FCRA Class Period.” “**FCRA Class Member**” means a member of the FCRA Class.
6. “**Class Counsel**” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Piya Mukherjee, and Charlotte James of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
7. “**Class Counsel Fees Payment**” mean the amount awarded to Class Counsel by the Court to compensate it for, among other things, its reasonable attorneys’ fees in connection with prosecuting the Action and PAGA Letter, its pre-filing investigation, all related litigation activities, all related settlement activities, and all post-settlement

activities.

8. **“Class Counsel Litigation Expenses Payment”** means the amount awarded by the Court to reimburse Class Counsel for all reasonable litigation costs and expenses incurred in connection with prosecuting the Action and PAGA Letter.
9. **“Class Data”** means for each Class Member: his or her name; last known mailing address; last known telephone number; social security number; an identification of whether the Class Member is in the FCRA Class, the California Class or both; for the California Class Members, the total number of workweeks worked during the California Class Period; and for the Aggrieved Employees, the total number of pay periods worked during the PAGA Period. Defendant’s records which contain the Class Data shall be given the presumption of accuracy.
10. **“Class Member”** means each member of the Class.
11. **“Class Notice”** means the Notice of Proposed Settlement of Class and Representative Action and Hearing Date for Final Court Approval substantively in the form attached as Exhibit A to this Agreement and incorporated by reference into this Agreement which must be approved by the Court and which shall be sent to each Class Member by the Settlement Administrator.
12. **“Class Period”** means, collectively, the California Class Period and the FCRA Class Period.
13. **“Class Representative Service Payment”** means the payment awarded by the Court to Plaintiff in her individual capacity as the putative class and PAGA representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s fees, costs and expenses in the event she was unsuccessful in the prosecution of the Action, and for her general release of all claims.
14. **“Court”** means the Superior Court of the State of California, County of San Luis Obispo.
15. **“Defendant’s Counsel”** means Richard E. Bromley, Remy Kessler, and Jeffrey E. Fields of Constangy, Brooks, Smith & Prophete, LLP.
16. **“Effective Date”** means the later of:
 - a. The date which is sixty (60) days after entry by the Court of a Final Approval Order and Judgment if no timely appeal is filed with respect to the Final Approval Order and Judgment and if no motion for extension of time to appeal is filed; or
 - b. If a notice of appeal is timely filed, whether or not the time to do so has been extended, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been fully terminated in such

matter as to permit the Final Approval and Judgment to take effect.

17. **“Election Not to Participate in Settlement”** means the written request by a Class Member to exclude himself or herself from the Settlement that is submitted in accordance with the Agreement and the instructions in the Class Notice.
18. **“FCRA”** means, collectively, the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Investigative Consumer Reporting Agencies Act, California Civil Code § 1786, *et seq.* and the Consumer Credit Reporting Agencies Act, California Civil Code § 1785, *et seq.*
19. **“FCRA Class Period”** means the period of time from December 21, 2015 to the earlier of preliminary approval of the Agreement by the Court or August 15, 2022.
20. **“Final Approval Order”** means the date on which the Court enters an order granting final approval of the Settlement that is binding upon the Parties, all Participating Class Members and all Aggrieved Employees.
21. **“Final Approval Hearing”** means the hearing conducted by the Court to determine whether to grant final approval of the Settlement, to enter the Final Approval Order and Judgment and to implement the terms of this Agreement.
22. **“Gross Settlement Amount”** means One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) to be paid by Defendant as provided by this Agreement. This amount is inclusive of all payments contemplated by this Agreement for final resolution of this Action, including all payments to Class Members and Aggrieved Employees, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service, the payment to the Aggrieved Employees and the Labor and Workforce Development Agency (“**LWDA**”) in connection with Plaintiff’s PAGA claims, and all costs and fees reasonably incurred by the Settlement Administrator for settlement administration (“**Settlement Administration Expenses**”). The employer’s share of payroll taxes on any portion of the payments allocated to wages shall be paid separately by Defendant and shall not be included in or paid from the Gross Settlement Amount. No funds from the Gross Settlement Amount shall revert to Defendant or be deemed an unpaid residue or unclaimed or abandoned funds within the meaning of California Code of Civil Procedure section 384. Participating Class Members shall not be required to submit a claim in order to receive a Settlement Share.
23. **“Judgment”** means the judgment entered by the Court upon granting final approval of this Settlement resulting in the dismissal of this Action and that is binding upon the Parties, all Participating Class Members and Aggrieved Employees, substantially in the form attached hereto as Exhibit C.
24. **“Net Settlement Amount”** means the Gross Settlement Amount less the Court-approved amounts for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment to the LWDA, and Settlement Administration Expenses.

25. **“Non-Participating Class Member”** means a Class Member who properly excludes himself or herself from the Class by submitting a valid and timely Election Not to Participate in Settlement and who shall thereafter not be entitled to any benefits under the Settlement and who shall not be bound to the Judgment, except as specified in this Agreement.
26. **“PAGA Period”** means the time period from December 21, 2019 to the earlier of preliminary approval of the Settlement by the Court or August 15, 2022.
27. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
28. **“Preliminary Approval of the Settlement”** means the date on which the Court enters the Preliminary Approval Order and, among other things, approves and authorizes the mailing of the Class Notice, sets a Final Approval Hearing and conditionally certifies the Class for settlement purposes only.
29. **“Released Parties”** means Defendant, and its past, present and future agents, managers, officers, directors, employees, attorneys, trustees, directors, boards, administrators, insurers, owners, subsidiaries, divisions, related and affiliated companies and entities (including, but not limited to, the Board of Trustees of the California State University, the California Polytechnic State University at San Luis Obispo, and their respective related entities), parent companies, predecessors, successors, assigns, all persons and entities acting by, through, under, or in concert with any of them and each and all of them, and all persons and entities who/which could have been named in the Action based on the facts alleged in Plaintiff’s pleadings filed in the Action and in the PAGA Letter. Released Parties also specifically includes any actual or putative joint employer(s) of any Class Member(s) and any consumer reporting agency or other person or entity that participated in any manner in providing notice, conducting, and/or reporting any background check(s) on any FCRA Class Members.
30. **“Settlement Administrator”** means CPT Group, in which the Parties and their counsel represent they do not have any financial interest or otherwise have a relationship that would create a conflict of interest.
31. **“Settlement Share”** means the money each Participating Class Member and Aggrieved Employee shall receive from the Net Settlement Amount as provided by this Agreement and as approved by the Court.

IV. RECITALS

Plaintiff’s PAGA Action

32. On May 7, 2019, Plaintiff submitted or caused to be submitted to the LWDA a letter notifying the LWDA that she intended to pursue claims for civil penalties against Defendant under the PAGA for alleged violations of the California Labor Code (“PAGA Letter”). The LWDA did not respond to the PAGA Letter or otherwise

indicate that it intended to investigate Plaintiff's allegations.

33. On December 21, 2020, Plaintiff filed or caused to be filed a Complaint in the PAGA Action against Defendant and Associated Students, Inc. Plaintiff seeks civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).
34. On March 2, 2021, Plaintiff filed a First Amended Representative Action Complaint ("FAC") against Defendant in the PAGA Action
35. On March 3, 2021, Plaintiff dismissed Defendant Associated Students, Inc. from the PAGA Action
36. On April 2, 2021, Defendant filed an Answer to the FAC in the PAGA Action.

Plaintiff's Class Action

37. On December 21, 2021, Plaintiff filed or caused to be filed a Complaint in the Class Action against Defendant and Associated Students, Inc. Plaintiff asserts claims for:
 - a. Unfair competition in violation of California Business and Professions Code section 17200, *et seq.*;
 - b. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1;
 - c. Failure to pay overtime wages in violation of California Labor Code sections 510, *et seq.*;
 - d. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order;
 - e. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order;
 - f. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
 - g. Failure to reimburse employees for required expenses in violation of California Labor Code section 2802;
 - h. Failure to timely provide wages due in violation of California Labor Code sections 201, 202, and 203;

- i. Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures, 15 U.S.C. section 1681, *et seq.*;
- j. Violation of the Fair Credit Reporting Act for Failure To Obtain Proper Authorization, 15 U.S.C. section 1681, *et seq.*;
- k. Violation of the Investigative Consumer Reporting Agencies Act for Failure to Make Proper Disclosures, California Civil Code section 1786, *et seq.* (“ICRA”); and,
- l. Violation of the Consumer Credit Reporting Agencies Act for Failure to Obtain Proper Disclosures, California Civil Code section 1785, *et seq.* (“CCRA”).

38. On March 16, 2021, Defendant filed an Answer to the Complaint in the Class Action.

39. On March 18, 2021, Plaintiff filed an amendment to the Complaint to correct a misspelling of Defendant’s name in the Class Action.

Motion to Consolidate the Action and Mediation

40. On May 3, 2021, Defendant filed with the Court a Motion to Consolidate the PAGA Action and the Class Action, which was originally set for hearing on September 23, 2021.

41. On September 3, 2021, the Parties submitted to the Court a stipulation to continue the hearing on the Motion to Consolidate the PAGA Action and the Class Action to March 17, 2022. On September 9, 2021, the Court issued an order approving the stipulation.

42. On February 16, 2022, the Parties participated in a private mediation with experienced mediator, Tripper Ortman (“**Mediator**”), which resulted in a settlement in principle of both the PAGA Action and the Class Action.

43. On March 2, 2022, the Parties submitted to the Court a stipulation to consolidate the PAGA Action and the Class Action for settlement purposes only. On March 4, 2022, the Court issued an order approving the stipulation.

Based on these Recitals, each of which is integral to and part of this Agreement, the Parties agree as follows:

V. SETTLEMENT TERMS

44. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement and Court approval, the Settlement Administrator shall make the following distributions from the Gross Settlement Amount:

- a. **To Plaintiff:** In addition to her Settlement Share, Plaintiff shall be entitled to receive a Class Representative Service Payment from the Gross Settlement Amount of not more than Ten Thousand Dollars (\$10,000.00). If the Court approves a Class Representative Service Payment of less than Ten Thousand Dollars (\$10,000), the difference between the amount requested and the amount approved by the Court shall revert to the Net Settlement Amount for distribution to Participating Class Members. Because the Class Representative Service Payment shall not constitute wages, no payroll tax withholding or deductions shall be made from such payment. Upon receipt of a properly completed and signed Internal Revenue Service (“IRS”) Form W-9, the Settlement Administrator shall issue an IRS Form 1099 to Plaintiff with respect to such payment.
- b. **To Class Counsel:** Class Counsel shall be entitled to receive an award of not more than thirty-three percent (33%) of the Gross Settlement Amount, which is Four Hundred and Fifty Thousand Dollars (\$450,000.00), as its Class Counsel Fees Payment, and not more than Twenty Thousand Dollars (\$20,000.00) as its Class Counsel Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment of less than the amount(s) requested, the difference between the amount(s) requested and the amount(s) awarded shall revert to the Net Settlement Amount for distribution to Participating Class Members. The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall be made by the Settlement Administrator to Class Counsel, without any tax deductions or withholdings, upon the Settlement Administrator’s receipt of a properly completed and signed IRS Form W-9. The Settlement Administrator shall issue one or more IRS Forms 1099, as needed, to Class Counsel for such payments.
- c. **To the LWDA and Aggrieved Employees:** To the extent approved by the Court, Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated from the Gross Settlement Amount for civil penalties under the PAGA (“**PAGA Payment**”). Seventy-Five percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00), of the PAGA Payment shall be paid by the Settlement Administrator to the LWDA. The remaining Twenty-Five percent (25%), or Six Thousand Two Hundred and Fifty Dollars (\$6,250.00), shall be part of the Net Settlement Amount and shall distributed to the Aggrieved Employees pursuant to the formula set forth in this Agreement. If the Court requires a PAGA Payment of more than Twenty-Five Thousand Dollars (\$25,000.00), the difference between the amount requested and the amount required to be paid shall increase the PAGA Payment and shall be subtracted from the Gross Settlement Amount.
- d. **To the Settlement Administrator:** At the conclusion of settlement administration, and subject to Court approval, the Settlement Administrator shall be entitled to receive from the Gross Settlement Amount the

Settlement Administration Expenses, as described below, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00).

45. **Payments From the Net Settlement Amount.** Each Participating Class Member and Aggrieved Employee shall be entitled to receive a Settlement Share as described below. In the event the Court requires a different methodology or allocation for calculating each Settlement Share, except as set forth herein, under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount as part of the Settlement.

- a. **To Aggrieved Employees:** Defendant shall provide the Settlement Administrator with the total number of pay periods worked by all Participating Class Members who are Aggrieved Employees based on Defendant's records ("**Total Pay Periods**"); the Settlement Administrator shall then divide the amount of Six Thousand Two Hundred and Fifty Dollars (\$6,250.00) by the Total Pay Periods, resulting in a value for each pay period ("**Pay Period Value**"); the Settlement Administrator shall then take the number of pay periods for each an Aggrieved Employee and multiple it by the Pay Period Value to derive the appropriate payment for each Aggrieved Employee.
- b. **To FCRA Class Members:** Each Participating Class Member who is a FCRA Class Member shall receive a flat payment of One Hundred Dollars (\$100.00). The total of all such payments is the "**FCRA Class Amount**".
- c. **To California Class Members:** The amount remaining from Net Settlement Amount after subtracting the FCRA Class Amount and the portion of the PAGA Payment that is payable to Aggrieved Employees shall be considered the "**California Settlement Amount.**" Each Participating Class Member who is a California Class Member shall be entitled to a portion of the California Settlement Amount as follows: Defendant shall provide the Settlement Administrator with the total number of workweeks worked by all Participating Class Members in the California Class based on Defendant's records ("**Compensable Workweeks**"); the Settlement Administrator shall then divide the California Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members who are California Class Members, resulting in a value for each Compensable Workweek ("**Workweek Value**"); the Settlement Administrator shall then take the number of Compensable Workweeks for each Participating Class Member who is a California Class Member and multiple it by the Workweek Value to derive the appropriate payment for each California Class Member.
- d. **Taxation.**
 - i. Each payment from the PAGA Payment shall be in settlement of claims for alleged civil penalties and shall not be subject to payroll tax withholdings or

deductions. Each amount paid from the PAGA Payment shall be reported by the Settlement Administrator on an IRS Form 1099.

- ii. Each payment from the FCRA Class Amount shall be in settlement of claims for alleged penalties/statutory damages and shall not be subject to payroll tax withholdings or deductions. Each amount paid shall be reported by the Settlement Administrator on an IRS Form 1099.
- iii. Thirty percent (30%) of each Participating Class Member's share of the California Settlement Amount shall be treated as taxable wages (the "**Wage Portion**") and shall be subject to all appropriate payroll tax withholdings and deductions. The Settlement Administrator shall report the Wage Portion paid to each Participating Class Member who is a California Class Member on an IRS Form W-2.
- iv. Seventy percent (70%) of each Participating Class Member's share of the California Settlement Amount shall be treated as statutory interest and penalties (the "**Non-Wage Portion**") and shall not be subject to payroll tax withholdings or deductions. The Settlement Administrator shall report the Non-Wage Portion paid to each Participating Class Member who is a California Class Member on an IRS Form 1099.
- e. **Class Size/Workweeks Modification and Escalator Clause.** At the time of the mediation, as described above, Defendant estimated that there were or would be 2,502 Class Members who collectively worked approximately 176,282 workweeks during the California Class Period, and that there were or would be 1,600 FCRA Class Members during the FCRA Class Period. Within twenty (20) calendar days of entry of the Preliminary Approval Order, Defendant shall provide a declaration under penalty of perjury confirming the number of California Class Members and the number of workweeks they worked during the California Class Period and the number of FCRA Class Members during the FCRA Class Period. If the number of workweeks for California Class Members or the number of FCRA Class Members increases by more than ten percent (10%), Defendant shall increase the Gross Settlement Amount by a proportionate additional amount for each additional pay period.

46. **Appointment of Settlement Administrator/Duties.** The Settlement Administrator, as a condition of appointment, shall agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties shall include, but shall not be limited to, preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update addresses prior to mailing; performing reasonable skip tracing for any Class Notice returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the Class Member's new address; setting up and monitoring a toll-free telephone number to receive calls from Class Members regarding the Settlement; receiving and reviewing for validity completed Elections Not to Participate in

Settlement; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing and mailing checks and accompanying notices to effectuate the payments due under the Settlement; preparing and issuing all appropriate tax filings and reports required under this Settlement; remitting to all appropriate government agencies all applicable taxes; establishing a Qualified Settlement Fund (“**QSF**”) under Section 468B of the Internal Revenue Code for purposes of administering this Settlement, in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made; forwarding the funds from uncashed Settlement Share checks to the State Controller’s Unclaimed Property Fund in the names of Participating Class Members and Aggrieved Employees; complying with all orders of the Court; and otherwise administering the Settlement pursuant to this Agreement. Subject to consultation with Class Counsel and Defendants’ Counsel, and to Court review, the Settlement Administrator shall have the final authority to resolve all disputes concerning the calculation of each Settlement Share.

47. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

Plaintiff shall serve and file a motion with the Court for an order seeking preliminary approval of the Settlement, conditionally certifying the Class for settlement purposes only, appointing the Settlement Administrator, setting a date for the Final Approval Hearing, and approving the form and mailing of the Class Notice (the “**Motion for Preliminary Approval**”). Class Counsel shall provide Defendant’s Counsel for its review and comments with a draft of the Motion for Preliminary Approval and supporting documents no later than seven (7) calendar days prior to filing the Motion for Preliminary Approval.

Upon filing the Motion for Preliminary Approval, Class Counsel shall submit a proposed order preliminarily approving the Settlement (“**Preliminary Approval Order**”), substantially in the form attached hereto as Exhibit B. Class Counsel shall also submit a copy of this Agreement to the LWDA at the same time it is submitted to the Court in accordance with California Labor Code section 2699(1)(2).

If the Court declines to preliminarily approve this Settlement, the Parties shall work together in a good faith effort to address the concerns and issues raised by the Court and to submit a revised settlement agreement for the Court’s preliminary approval. The Parties also agree to seek the Mediator’s assistance, if necessary, to resolve any disputes regarding settlement terms. The fees of the Mediator shall be split equally between the Parties.

b. Notice to Class Members. After the Court enters the Preliminary Approval Order, the Settlement Administrator shall provide all Class Members with the Class Notice. The Parties agree that the Class Notice, and

the manner in which it is given, as described below, is the best notice practicable to Class Members and fully complies with due process.

No later than twenty (20) calendar days after the Court enters the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data in electronic format. The Class Data shall remain confidential and shall not be disclosed to anyone other than the Settlement Administrator or as permitted by this Agreement or by the Court. The Class Data shall not be used for any purpose other than for administration of the Settlement.

The Settlement Administrator shall run the Class Data through the National Change of Address database to update or correct any known or identifiable address changes prior to mailing the Class Notices. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. No later than fifteen (15) days after receiving the Class Data, the Settlement Administrator shall mail the Class Notices to all Class Members via regular first-class U.S. Mail using the mailing address provided by Defendants, unless modified by any updated address that the Settlement Administrator obtains in the course of administration of the Settlement.

If a Class Notice is returned as non-deliverable, the Settlement Administrator shall promptly, and no later than ten (10) days from receipt of the returned Class Notice, re-mail the Class Notice to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a current mailing address by the use of skip-tracing or other type of automated search, using the name, address and/or social security number of the Class Member involved, and shall promptly, and no later than ten (10) days from receipt of the returned Class Notice, perform a re-mailing of the Class Notice to the Class Member, assuming another mailing address is identified by the Settlement Administrator. If the Class Notice is re-mailed, the date by which Class Members may submit written objections to the Settlement or to exclude themselves from the Settlement shall be extended an additional fifteen (15) days.

The Settlement Administrator shall submit to Class Counsel and Defendants' Counsel a weekly status report of the number of Class Notices which have been returned as non-deliverable, the number of Elections Not to Participate in Settlement it receives and the number of objections to the Settlement it receives.

No later than ten (10) days before Plaintiff files her motion for final approval of the Settlement, the Settlement Administrator shall provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the

number of Elections Not to Participate in Settlement that it has received, along with the names of the Class Members who submitted them, and detailing any objections to the Settlement that it has received from Participating Class Members. Prior to the Final Approval Hearing, the Settlement Administrator shall supplement its declaration of due diligence if any material changes occur after the date of submission of its prior declaration.

- c. **Objections to Settlement; Disputes as to Workweeks and/or Pay Periods Allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement. Non-Participating Class Members may not submit objections to the Settlement.

- i. **Objections to Settlement.** The Class Notice shall inform Class Members that if they do not exclude themselves from the Settlement, they may object to it, either in writing before the Final Approval Hearing or orally at the Final Approval Hearing. Written objections must be submitted to the Settlement Administrator and postmarked no later than forty-five (45) calendar days after the Settlement Administrator mails or re-mails the Class Notice to the Class Member. Written objections must set forth the specific grounds for the objection(s) and must otherwise comply with the instructions in the Class Notice. A Participating Class Member who does not submit an objection in the manner and by the deadline specified in this Agreement and in the Class Notice, or who does not appear at the Final Approval Hearing to object to the Settlement, shall be deemed to have waived any objection to the Settlement and shall be foreclosed from making any subsequent objection (whether by appeal or otherwise) to the Settlement. Plaintiff hereby represents that she has no objection to the Settlement.

- ii. **Disputes as to Number of Workweeks and/or Pay Periods.** Each Participating Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails or re-mails the Class Notice in which to dispute the number of workweeks attributed to him or her during the California Class Period, as specified in the Class Notice, and each Aggrieved Employee shall have the same period of time in which to dispute the number of pay periods attributed to him or her during the PAGA Period, as specified in the Class Notice. Any notice of dispute shall be submitted by the Participating Class Member to the Settlement Administrator. Any dispute as to the number of workweeks and/or pay periods attributed to any Participating Class Member and/or Aggrieved Employee shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, to the extent needed.

- iii. **Election Not to Participate in Settlement.** The Class Notice also shall provide that Class Members who wish to exclude themselves from the Settlement shall submit to the Settlement Administrator no later than forty-five (45) calendar days after the Settlement Administrator mails or re-mails the Class Notice to that Class Member, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate in Settlement must be timely and must comply with this Agreement and the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator shall have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member shall not participate in or be bound by the Settlement or the Final Approval Order and Judgment, except that a Non-Participating Class Member who is also an Aggrieved Employee shall still be entitled to receive his or her allocation of the PAGA Payment and shall be bound by the PAGA Released Claims. A Class Member who does not submit an Election Not to Participate in Settlement in the manner and by the deadline specified in this Agreement and in the Class Notice shall automatically become a Participating Class Member and shall be bound by all terms and conditions of the Settlement and by the Final Approval Order and Judgment. Class Members who submit an Election Not to Participate in Settlement shall not be permitted to object to the Settlement or appear at the Final Approval Hearing to assert any objections to the Settlement. Plaintiff hereby waives any right to submit an Election Not to Participate in Settlement.
- iv. **Report by Settlement Administrator.** No later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
- d. **Right of Defendant to Revoke/Terminate Settlement.** If more than five percent (5%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant shall have the option, but shall not be required, to terminate or revoke this Agreement. Defendant shall exercise its revocation/termination rights, if at all, by providing written notice to Class Counsel within seven (7) days of Defendant's Counsel being informed by the Settlement Administrator of the total number of Class Members who have submitted Elections Not to Participate in Settlement. If Defendant exercises its revocation/termination rights, the Parties shall have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that

Defendant shall pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to revoke/terminate the Settlement pursuant to this paragraph.

- e. **No Solicitation of Objections to or Election Not to Participate in Settlement.** The Parties and their respective counsel agree that they shall not solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, appeal from the Final Approval Order and Judgment, or submit an Election Not to Participate in Settlement.

- f. **Motion for Final Approval of Settlement.**

As directed by the Court, Class Counsel shall be responsible for filing a motion seeking final approval of the Settlement. Such motion shall be considered by the Court at the Final Approval Hearing. At least seven (7) calendar days before such motion is filed, Class Counsel shall provide Defendant's Counsel with a draft for its review and comments.

If the Court requires any revisions to the Agreement or requests additional information or briefing before granting final approval of the Settlement, the Parties shall work together in good faith to comply with the Court's directives.

At or after the Final Approval Hearing, the Parties shall present for the Court's approval and entry the Final Approval Order and Judgment, substantially in the form attached hereto as Exhibit C. Within ten (10) calendar days after the Court enters the Final Approval Order and Judgment, Class Counsel shall serve a copy of the Final Approval Order and Judgment on the LWDA pursuant to California Labor Code section 2699(1)(3).

- g. **Funding of Settlement; Payment of Settlement Shares and Other Payments.** Defendant shall submit by wire transfer or otherwise the Gross Settlement Amount for deposit into the QSF established by the Settlement Administrator within fifteen (15) days of the Effective Date. Within thirty (30) days of the Effective Date, the Settlement Administrator shall pay all Settlement Shares to Participating Class Members and Aggrieved Employees, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the PAGA Payment to the LWDA in accordance with this Agreement. Defendant shall separately submit the employer's share of payroll taxes for deposit into the QSF within thirty (30) days of the Effective Date or the date the Settlement Administrator calculates and provides Defendant with the amount of the employer's share of payroll taxes, whichever is later.

- h. **Uncashed Settlement Share Checks.** Settlement Share checks shall remain negotiable for One Hundred Eighty (180) calendar days after they

are mailed by the Settlement Administrator. If a Settlement Share check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make all reasonable efforts to re-mail it to the affected Participating Class Member/Aggrieved Employee at his or her correct address by use of skip-tracing or any other reasonable means. If a Settlement Share check is not cashed within One Hundred Twenty (120) calendar days after its last mailing, the Settlement Administrator shall mail a notice to the Participating Class Member/Aggrieved Employee reminding him or her that the Settlement Share check must be cashed within the time set forth in this Agreement. If any Settlement Share check remains uncashed after the expiration of the One Hundred Eighty (180) day period, the Settlement Administrator shall cancel said check and pay the amount represented by said check to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the person who did not cash his or her check until such time as he or she claims his or her property, as permitted by law.

- i. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar days of final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator shall provide the Parties with a declaration or verified report on the disbursements of all funds from the Gross Settlement Amount.

48. Release of Claims.

- a. **Participating Class Members of the California Class.** Upon the Effective Date, Participating Class Members of the California Class, for the California Class Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action that are alleged in the Action or that could have been alleged based on the facts alleged in the Action or in the PAGA Letter, including, all claims under California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, all claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide required meal and rest periods, failure to provide accurate itemized statements, failure to reimburse employees for required business expenses, failure to provide wages when due, and claims under California Business and Professions Code section 17200 ("**California Class Released Claims**").
- b. **Participating Class Members of the FCRA Class.** Upon the Effective Date, Participating Class Members of the FCRA Class, for the FCRA Class Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action under FCRA that are alleged in the Action or that could have been alleged based on the facts alleged in the Class Action including, all claims for failure to make proper disclosures and/or obtain

proper authorization pursuant to 15 U.S.C., sections 1681, *et seq.*, all claims for failure to make proper disclosures pursuant to California Civil Code section 1786, *et seq.*, and all claims for failure to obtain proper disclosures pursuant to California Civil Code section 1785, *et seq.* (“**FCRA Class Released Claims**”).

- c. **Aggrieved Employees.** Upon the Effective Date, Aggrieved Employees and the State of California, for the PAGA Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action that are alleged in the Action or that could have been alleged based on the facts alleged in the Action or in the PAGA Letter, including, all PAGA claims based on alleged violations of California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and all PAGA claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide required meal and rest periods, failure to provide accurate itemized statements, failure to reimburse employees for required business expenses, and failure to provide wages when due (“**PAGA Released Claims**”).
- d. **Plaintiff.** Upon the Effective Date, and in addition to the releases above, Plaintiff, on her own behalf and on behalf of her heirs, spouses, executors, administrators, attorneys, agents and assigns, forever releases, acquits and discharges the Released Parties from all claims, losses, demands, rights, liabilities, penalties, damages, causes of action and other legal responsibilities, in any form whatsoever, whether based on federal, state, local, statutory or common law, or any other law, rule, or regulation, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been asserted or could have been asserted in any forum by Plaintiff or her heirs, successors and/or assigns, whether directly or indirectly, representatively, derivatively or in any other capacity, including any and all known and unknown claims arising under the California Labor Code, the California Government Code and the California Business and Professions Code, and the law of contracts, torts or equity, and those claims that were asserted or could have been asserted in the Action or PAGA Letter, or which relate in any way to Plaintiff’s employment with any of the Released Parties, arising at any time prior to entry of the Final Approval Order and Judgment (“**Plaintiff’s Released Claims**”).
- e. **Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.** The Settlement is intended by the Parties to be a general release and covenant not to sue as to Plaintiff. It is therefore understood and agreed that Plaintiff expressly waives the rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at

the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party

- f. **Class Counsel.** Upon the Effective Date, and except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel waive any right or claim to costs and attorneys' fees and expenses against the Released Parties arising from or related to the Action and PAGA Letter.

49. **No Effect on Other Benefits.** It is expressly understood and agreed that payments made under this Agreement shall not entitle any Participating Class Member or Aggrieved Employee (including Plaintiff) to additional compensation or benefits in any manner beyond that expressly provided for in this Agreement, including any increased retirement benefits, 401(k) or matching contribution benefits, deferred compensation, bonuses, or other compensation or benefits of any type or form (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or PAGA Period).

50. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel agree that they shall not disclose, disseminate and/or publicize, cause or permit to disclose, disseminate or publicize, any of the terms of this Agreement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity until preliminary approval of the Settlement is sought from the Court, and, thereafter, to the fullest extent possible. They also agree not to make or offer to make any disclosures other than what is necessary and consistent with the need for judicial approval of the Settlement and notice to the Class and Aggrieved Employees. At no time shall Plaintiff and Class Counsel have any communications with the media. Documents filed with the Court in the PAGA Action or Class Action, including the signed Judgment, may be posted on Class Counsel's website, as indicated in the Class Notice. This provision shall not restrict Class Counsel from responding to inquiries from Class Members and Aggrieved Employee or otherwise complying with its ethical duties under the Settlement or to Plaintiff.

51. **Miscellaneous Terms.**

- a. **No Admission of Liability or use of Class Certification for Other Purposes.**

Defendant denies that it has engaged in any wrongful or unlawful conduct, that it failed to comply with the law in any respect, that it has any liability to Plaintiff, Class Members or Aggrieved Employees based on the claims or causes of action asserted in the Action and PAGA Letter, and denies that, but for this Agreement, any class should be certified in the Action, and that any person is entitled to any recovery. Defendant specifically denies any liability to Plaintiff, Class Members and Aggrieved Employees upon any claim or cause of action asserted in the Action or PAGA Letter. Neither this

Agreement nor any other document constitutes, nor is intended to constitute, an admission by any of the Released Parties as to the merits, validity, or accuracy of any of the allegations or claims made in the Action or PAGA Letter. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement or otherwise is intended to constitute or should be construed as (1) an admission of liability or wrongdoing by any of the Released Parties or (2) an admission by Plaintiff that any claim asserted in the Action was non-meritorious or any defense asserted by Defendant was meritorious. The Parties have entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks.

Whether or not the Final Approval Order and Judgment becomes final, neither the Settlement, this Agreement, the negotiation and execution of the Agreement, any document, statement, proceeding, act or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, shall be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Defendant or any of the Released Parties, in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of effectuating the Settlement pursuant to this Agreement.

This Agreement may be admitted into evidence and otherwise used in any and all legal proceedings to enforce any or all terms of this Agreement and in defense of any California Class Released Claims, FCRA Class Released Claims, PAGA Released Claims or Plaintiff's Released Claims.

- b. **Integrated Agreement.** The Parties represent that this Agreement and its exhibits shall constitute the entire agreement between the Parties relating to the Settlement, and that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- c. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by the Parties they represent to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and shall reasonably seek authorization to execute any other documents required to effectuate the terms of this Agreement, including any amendments to this Agreement, if necessary. The Parties, Class Counsel and Defendant's Counsel shall cooperate with

each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or contents of any document needed to implement the Settlement, the Parties may seek the assistance of the Court and/or the Mediator for resolution.

- d. **No Prior Assignments:** The Parties 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 right released and discharged in this Settlement.
- e. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon by any person as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Participating Class Members, Aggrieved Employees and Class Counsel shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Released Parties and Defendant's Counsel free and harmless from and against any claims resulting from the treatment of any payments as non-taxable, including the treatment of any payments as not subject to payroll tax withholdings or deductions.
- f. **Modification of Agreement.** This Agreement may not be amended, modified, changed, or waived except by an express written instrument signed by all Parties or as expressly permitted by this Agreement, and as approved by the Court.
- g. **Agreement Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.
- h. **Applicable Law.** All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the substantive laws of the State of California.
- i. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed in favor of or against any Party by reason of that Party's participation in the drafting of this Agreement.
- j. **Continuing Cooperation.** The Parties, to the greatest extent possible, shall work together to effectuate the Settlement, and each term in the Agreement. Unless otherwise agreed to by the Parties, this joint obligation includes, but is not limited to, fully documenting the settlement, expeditiously completing or filing any other required documents or pleadings, and

arguing that the terms and conditions of the Agreement should be fully enforced.

- k. **Fair Settlement.** The Parties represent that this Agreement is a fair, reasonable, and adequate settlement of the Action and that they have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- l. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant's Counsel in connection with the mediation or other settlement negotiations in the Action may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates this Agreement or any existing contractual agreement, statute, or rule. Within thirty (30) days after entry of the Final Approval Order and Judgment, Class Counsel shall return all such documents and data to Defendant's Counsel or destroy and confirm in writing to Defendant's Counsel the destruction of all such documents and data.
- m. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only.
- n. **Notice.** All notices, demands or other communications given under this Agreement shall be in writing and addressed as follows:

To Plaintiff, Class Members and Aggrieved Employees:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
Richard E. Bromley
Remy Kessler
Jeffrey E. Fields
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Tel.: (310) 909-7775
Fax: (424) 465-6630

Email: rbromley@constangy.com
rkessler@constangy.com
jfields@constangy.com

- o. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, mail or electronically which, for purposes of this Agreement, shall all be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.
- p. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement, and to the extent needed to effectuate the terms and conditions of this Agreement, they shall seek a stay of the Action for all purposes other than to seek preliminary and final approval of this Settlement.
- q. **Court Filings.** The Parties agree not to object to any filings with the Court that comply or are consistent with this Agreement.
- r. **Continuing Jurisdiction.** The Parties agree that, following entry of the Final Approval Order and Judgment, the Court shall retain continuing jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith. The Parties also agree that the time from the full execution of this Agreement until the entry of the Final Approval Order and Judgment or, if not entered, the date this Agreement shall no longer be of any force or effect shall not be counted for bringing the Action to trial under California Code of Civil Procedure section 583.310.

VI. EXECUTION BY THE PARTIES AND THEIR COUNSEL

The Parties hereby agree to this Agreement.

Dated: Anna Levine, 2022 ANNA LEVINE

Anna Levine

Anna Levine (Jul 11, 2022 20:17 PDT)

Dated: 07/16/2022, 2022

ASSOCIATED STUDENTS INCORPORATED OF
CALIFORNIA POLYTECHNIC STATE UNIVERSITY
AT SAN LUIS OBISPO

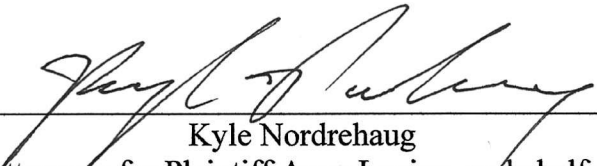
By: *Michelle Crawford*

APPROVED AS TO FORM AND CONTENT:

Dated: 7/12, 2022

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: _____


Kyle Nordrehaug
Attorneys for Plaintiff Anna Levine, on behalf of
herself and all others similarly situated and
aggrieved employees

Dated: July 19, 2022, 2022

CONSTANGY, BROOKS, SMITH & PROPHEDE, LLP

By: _____


Richard E. Bromley
Remy Kessler
Jeffrey E. Fields
Attorneys for Defendant Associated
Students Incorporated of California Polytechnic
State University at San Luis Obispo

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

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

(Levine v. Associated Students Incorporated of California Polytechnic State University at San Luis Obispo, Superior Court of the State of California, County of San Luis Obispo, Case Nos. 20CV-0664 and 20CV-0672)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. The actual amount you receive will depend on a number of factors. Additional information is set forth below in Section 6.
Exclude Yourself On or before [45 days from mailing]	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are also an Aggrieved Employee and exclude yourself, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the PAGA Released Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object On or before [45 days from mailing]	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, at the San Luis Obispo County Superior Court, located at 1050 Monterey Street, San Luis Obispo, CA 93408, in Department 2 before Judge Rita Federman. This hearing may change as explained below in Section 9.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your Settlement Share.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of the above-captioned cases pending in the Superior Court of the State of California, in and for the County of San Luis Obispo (the “Court”), has been reached between Plaintiff Anna Levine (“Plaintiff”) and Defendant Associated Students Incorporated of California Polytechnic State University at San Luis Obispo (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the California Class and/or the FCRA Class, which are defined as:

The **California Class** is defined as: “all individuals who are or were employed by Defendant in California and who are or were classified as non-exempt employees during the California Class Period.” The “California Class Period” is December 21, 2016 to _____, 2022 [the earlier of preliminary approval of this Agreement by the Court or August 15, 2022].

The **FCRA Class** is defined as: “all employees and prospective employees of Defendant in the United States on whom Defendant conducted a background check during the FCRA Class Period.” The “FCRA Class Period” is December 21, 2015 to _____, 2022 [the earlier of preliminary approval of the Agreement by the Court or August 15, 2022].

This Class Notice explains the lawsuits, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On December 21, 2020, Plaintiff filed or caused to be filed a Complaint in the PAGA Action (Case No. 20CV-0664) against Defendant. Plaintiff seeks civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). On December 20, 2022, Plaintiff filed a complaint in the Class Action (Case No. 20CV-0672) against Defendant alleging the following class claims: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, failure to pay wages when due, violation of the Fair Credit Reporting Act (“FCRA”), violation of the Investigative Consumer Reporting Agencies Act (“ICRA”) and violation of the Consumer Credit Reporting Agencies Act (“CCRA”). On March 4, 2022, the Court issued an order consolidating the PAGA Action with the Class Action, and together, these lawsuits are referred to as the “Action”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their

termination; that Defendant complied with California wage statement requirements; that Defendant did not fail to provide required expense reimbursement; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant did not violate the FCRA, ICRA or the CCRA; that Defendant is not liable for any of the damages, penalties and other relief sought or that could be sought in the Action; and that the Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class and Aggrieved Employees to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members and Aggrieved Employees.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay a total amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments to Class Members and Aggrieved Employees, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the payment to the Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") in connection with Plaintiff's PAGA claims, and all costs and fees reasonably incurred by the Settlement Administrator for settlement administration ("Settlement Administration Expenses"). Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The "Effective Date" means sixty (60) days after the entry of the Judgment, unless there are objections or an appeal, in which case it is the date the Judgment is no longer subject to appeal. Fifteen (15) days after the Gross Settlement Amount is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members and Aggrieved Employees.

Amounts to be Paid From the Gross Settlement Amount. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments

of Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$35,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$450,000, and an additional amount to reimburse actual litigation costs incurred not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff, the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 for the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class and Aggrieved Employees in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Payment. A payment of \$25,000 relating to Plaintiff’s claim under PAGA, \$18,750 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$6,250 will be distributed to the Aggrieved Employees to be allocated based on the number of pay periods worked as an Aggrieved Employee during the PAGA Period, which is December 21, 2019 to _____, 2022. “Aggrieved Employees” are all individuals, including Plaintiff, who are or were employed by Defendant in California and who are or were classified by Defendant as non-exempt employees during the PAGA Period.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member and the Settlement Share will be calculated as follows:

Calculation for FCRA Class. From the Net Settlement Amount, each Participating Class Member who is a FCRA Class Member shall receive a flat payment of One Hundred Dollars (\$100.00). The total of all such payments is the “**FCRA Class Amount**”.

Calculation for California Class. The amount remaining from Net Settlement Amount after subtracting the FCRA Class Amount and the portion of the PAGA Payment that is payable to Aggrieved Employees shall be considered the “**California Settlement Amount.**” Each Participating Class Member who is a California Class Member shall be entitled to a portion of the California Settlement Amount as follows: (i) The Settlement Administrator shall divide the California Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members who are California Class Members, resulting in a value for each Compensable Workweek (“**Workweek Value**”); (ii) the Settlement Administrator shall then take the number of Compensable Workweeks for each Participating Class Member who is a California Class Member and multiple it by the Workweek Value to derive the appropriate payment for each California Class Member. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address changes, you must contact the Settlement Administrator to provide your correct address to ensure you receive your payments.

Tax Payments. Thirty percent (30%) of each Participating California Class Member’s Settlement Share shall be treated as wages (the “Wage Portion”). Accordingly, the Wage Portion is subject to payroll tax withholdings, and shall be reported on IRS Form W-2. Seventy percent (70%) of each Participating California Class Member’s Settlement Share shall be treated as statutory interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to payroll tax withholdings, and shall be reported on an IRS Form 1099. One hundred percent of each Participating Class Member’s Settlement Share from the FCRA Class is in settlement of claims for alleged penalties and statutory damages and not in compromise for any alleged wage loss. Accordingly, the amount shall not be subject to payroll tax withholdings, and shall be reported on an IRS Form 1099 as appropriate under applicable regulations. Each payment from the PAGA Payment shall be in settlement of claims for alleged civil penalties and shall not be subject to payroll tax withholdings. Each amount paid from the PAGA Payment shall be reported by the Settlement Administrator on an IRS Form 1099. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute tax advice. Each Participating Class Member’s tax situation is unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Settlement Share payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, Participating Class Members of the California Class, for the California Class Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or

causes of action that are alleged in the Action or that could have been alleged based on the facts alleged in the Action or in the PAGA Letter, including, all claims under California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, all claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide required meal and rest periods, failure to provide accurate itemized statements, failure to reimburse employees for required business expenses, failure to provide wages when due, and claims under California Business and Professions Code section 17200 (“California Class Released Claims”). Upon the Effective Date, Participating Class Members of the FCRA Class, for the FCRA Class Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action under FCRA that are alleged in the Action or that could have been alleged based on the facts alleged in the Class Action, including, all claims for failure to make proper disclosures and/or obtain proper authorization pursuant to 15 U.S.C., sections 1681, *et seq.*, all claims for failure to make proper disclosures pursuant to California Civil Code section 1786, *et seq.*, and all claims for failure to obtain proper disclosures pursuant to California Civil Code section 1785, *et seq.* (“FCRA Class Released Claims”)

This means that, if you do not timely and properly exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any legal action against Defendant and/or any other Released Party about the California Class Released Class Claims or FCRA Class Released Claims resolved by this Settlement. It also means that all of the Court’s orders and judgments in the Action will apply to you and legally bind you.

PAGA Released Claims. Upon the Effective Date, Aggrieved Employees and the State of California, for the PAGA Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action that are alleged in the Action or that could have been alleged based on the facts alleged in the Action or in the PAGA Letter, including, all PAGA claims based on alleged violations of California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and all PAGA claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide required meal and rest periods, failure to provide accurate itemized statements, failure to reimburse employees for required business expenses, and failure to provide wages when due (“PAGA Released Claims”).

5. How much money will I receive?

[Your estimated Settlement Share as a FCRA Class Member is <<_____>>.]

[The Workweek Value is estimated to be <<\$_____>>. Defendant’s records reflect that you worked <<_____>> Workweeks during the California Class Period (December 21, 2016 through _____, 2022). Based on this information, your estimated Settlement Share from the California Settlement Amount is <<_____>>.]

[Defendant’s records reflect that you worked <<_____>> pay periods during the during the PAGA Period (December 21, 2019 to _____, 2022). Based on this information your estimated share of the PAGA payment is <<_____>>.]

If you wish to challenge the number of Workweeks and/or Pay Periods attributable to you, as set forth above, you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days in the case of re-mailing].

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If a settlement check is uncashed after 180 days, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to cash the check where the funds may be claimed.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to you. If your address is incorrect or has changed, you must promptly notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____, at the address set forth below in Section 9, to decide whether to approve the Settlement and fix the amounts to be under the Settlement. If the Court approves the Settlement and there are no appeals, payments will be mailed to you in approximately three months after this hearing. If there are appeals, resolving them can take time. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, and except as stated in this Section, you will not receive a Settlement Share from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the California Class Released Claim and the FCRA Class Released Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the PAGA Released Claims regardless of whether they submit a request for exclusion. **If you worked during the PAGA Period, your share of the PAGA Payment is set forth in Section 5 above.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after this Notice is mailed or re-mailed]. The request to opt-out should state in substance that you wish to be excluded from the Settlement in the *Levine v. Associated Students* lawsuit. The request to opt-out should state your full name, address, telephone number, and the last-four digits of your social security number. Please include the name and number of the lead case, which is *Levine v. Associated Students*, Case No. 20CV-0664. The request to opt-out must be completed and signed by you or your legal representative if you are incapable of completing and signing the request to opt out.

The address for the Settlement Administrator is _____.
Written requests for exclusion that are postmarked after _____, or are incomplete or

unsigned will be rejected, and you will remain bound by the Settlement and the releases described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any California Class Member or FCRA Class Member who has not opted out of the Settlement, yet believes that the Settlement should not be finally approved by the Court for any reason may object to the Settlement. Objections may be in writing and should state your name, current address, telephone number, and the dates of your employment in California with Defendant, and describe the specific grounds why you object to the Settlement. All written objections or other correspondence should also state the name and number of the lead case, which is *Levine v. Associated Students*, Case No. 20CV-0664.

The written objections must be mailed to the Settlement Administrator at _____ no later than _____ [forty-five (45) days after this Notice is mailed or re-mailed].

Alternatively, or in addition to submitting written objections to the Settlement, you may appear remotely at the Final Approval Hearing on _____, at _____ a.m., to make an oral objection or to otherwise participate in the Final Approval Hearing. Currently, only remote appearances at Court hearings are allowed. To appear at the hearing, you may do so remotely through Zoom as explained at <https://www.slo.courts.ca.gov/>. Check the Court's website for the most current information, including whether in-person appearances are eventually permitted.

To object to the Settlement, you must not opt out of the Settlement. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as other Participating Class Members who do not object

The addresses for the Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Richard E. Bromley
Remy Kessler
Jeffrey E. Fields
Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Suite 1100

Los Angeles, CA 90067
Tel.: (310) 909-7775
Fax: (424) 465-6630
E-Mail: rbromley@constangy.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m., on _____, in Department 2 of the Superior Court of California, County of San Luis Obispo, 1050 Monterey Street, San Luis Obispo, CA 93408. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid under the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in attending the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member or Aggrieved Employee is welcome to attend the hearing remotely using the Zoom procedure explained at <https://www.slo.courts.ca.gov/>. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Levine v. Associated Students*.

10. How do I get more information about the Settlement?

You may contact the Settlement Administrator by calling _____ or writing to *Levine v. Associated Students* Settlement Administrator, c/o _____.

This Class Notice only summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Levine v. Associated Students*. If you wish to view the Court files in person, you may go to the courthouse located at 1035 Palm Street, Room 385, San Luis Obispo, CA 93408.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

EXHIBIT B

[PRELIMINARY APPROVAL ORDER]

EXHIBIT “B”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO

ANNA LEVINE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ASSOCIATED STUDENTS
INCORPORATED OF CALIFORNIA
POLYTECHNIC STATE UNIVERSITY AT
SAN LUIS OBISPO, a California Corporation;
ASSOCIATED STUDENTS, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **20CV-0664**
(Assigned For Purposes To Judge Rita
Federman, Dept. 2)
[Consolidated with Case No. 20CV-0672]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

This matter came before the Honorable Rita Federman of the Superior Court of the State of California, in and for the County San Luis Obispo, on _____[DATE], for hearing on the unopposed Motion by Plaintiff Ana Levine (“Plaintiff”) for Preliminary Approval of the Class and

PRELIMINARY APPROVAL ORDER

1 Representative Action Settlement (“Agreement” or “Settlement”) with Defendant Associated
2 Students Incorporated of California Polytechnic State University at San Luis Obispo
3 (“Defendant”). The Court, having considered the briefs, oral argument of counsel and all matters
4 presented to the Court and for good cause appearing, hereby GRANTS Plaintiff’s Motion.

5 **IT IS HEREBY ORDERED AS FOLLOWS:**

6 1. The Court preliminarily approves the Agreement attached as Exhibit ____ to the
7 Declaration of Kyle Nordrehaug in Support of Plaintiff’s Motion. This is based on the Court’s
8 determination that the Settlement set forth in the Agreement is within the range of possible final
9 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
10 California Rules of Court, Rule 3.769.

11 2. This Order incorporates by reference the definitions in the Agreement, and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

13 3. If the Settlement is finally approved, the Gross Settlement Amount that Defendant
14 shall pay is One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00). It appears to the
15 Court on a preliminary basis that the settlement amount and terms are fair, adequate and
16 reasonable as to all potential Class Members when balanced against the probable outcome of
17 further litigation and the significant risks relating to certification, liability and damages issues. It
18 further appears that investigation and research have been conducted such that counsel for the
19 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
20 that the Settlement shall avoid substantial additional costs by all Parties, as well as avoid the delay
21 and risks that would be presented by the further prosecution of the Action. It further appears that
22 the Settlement has been reached as the result of serious and non-collusive, arms-length
23 negotiations utilizing an experienced third party neutral.

24 4. The Agreement provides for a Class Counsel Fees Payment not to exceed one-third
25 of the Gross Settlement Amount, a Class Counsel Litigation Expenses Payment not to exceed
26 \$20,000, and a proposed Class Representative Service Payment to Plaintiff in an amount not to
27 exceed \$10,000. The Court shall not approve the amount of attorneys' fees and costs, nor the
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1 amount of any service award to Plaintiff, until the Final Approval Hearing. Plaintiff shall be
2 required to present evidence supporting these requests, including her counsel's lodestar, in
3 connection with the Final Approval Hearing.

4 5. The Court recognizes that Plaintiff and Defendant stipulate and agree certification
5 of a class for settlement purposes only. This stipulation to class certification shall not be deemed
6 admissible in this or any other proceeding should the Settlement not become final. For settlement
7 purposes only, the Court conditionally certifies the Class which consists of both the California
8 Class and the FCRA Class. The California Class is defined as "all individuals who are or were
9 employed by Defendant in California and who are or were classified as non-exempt employees
10 during the California Class Period." The "California Class Period" is December 21, 2016 to
11 _____, 2022. The FCRA Class is defined "all employees and prospective employees of
12 Defendant in the United States on whom Defendant conducted a background check during the
13 FCRA Class Period." The "FCRA Class Period" is December 21, 2015 to _____, 2022.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
20 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
21 action is superior to other available methods for the efficient adjudication of this controversy; and
22 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
23 representative of the Class.

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
26 Jeffrey S. Herman, Piya Mukherjee, and Charlotte James of Blumenthal Nordrehaug Bhowmik De
27 Blouw LLP as Class Counsel for the Class.

1 8. The Court hereby approves, as to form and content, the Notice of Proposed
2 Settlement of Class and Representative Action and Hearing Date for Final Court Approval (“Class
3 Notice”) attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to
4 fully and accurately inform the Class of all material elements of the proposed Settlement, of the
5 Class Members’ right to be excluded from the Class by submitting a written opt-out request, and
6 of each member’s right and opportunity to object to the Settlement. The Court further finds that
7 the distribution of the Class Notice substantially in the manner and form set forth in the
8 Agreement and this Order meets the requirements of due process, is the best notice practicable
9 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
10 thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms
11 set forth in the Agreement. If a Class Notice is returned as non-deliverable, the Settlement
12 Administrator shall promptly forward the Class Notice to the forwarding address affixed thereto or
13 search for a more current address for the Class Member and re-mail the Class Notice to the Class
14 Member no later than ten days after the receipt of the undelivered Class Notice.

15 9. The Court hereby appoints CPT Group as the Settlement Administrator. No later
16 than twenty (20) days after this Order, Defendant shall provide to the Settlement Administrator
17 with the Class Data. The Settlement Administrator shall perform address updates and
18 verifications as necessary prior to the first mailing, as specified in the Agreement. Using best
19 efforts to mail it as soon as possible, and in no event later than fifteen (15) days after receiving the
20 Class Data, the Settlement Administrator shall mail the Class Notices to all Class Members via
21 first-class regular U.S. Mail to their last known address.

22 10. The Court hereby preliminarily approves the proposed procedure for exclusion
23 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
24 from the Class as provided in the Class Notice by following the instructions for requesting
25 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
26 postmarked or received no later than forty (45) calendar days after the date of the mailing or re-
27 mailing of the Class Notices. Any Class Member who chooses to opt out of and be excluded from
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1 the Class shall not be entitled to any recovery under the Settlement and shall not be bound by the
2 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
3 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
4 Final Approval Order and Judgment. No Class Member shall attempt to effect an opt-out of a
5 group, class, or subclass of individuals and any such attempt shall be deemed invalid.

6 11. Any Class Member who has not opted out may appear at the Final Approval
7 Hearing and may object to or express the Class Member's views regarding the Settlement, and
8 may present evidence and file briefs or other papers that may be proper and relevant to the issues
9 to be heard and determined by the Court as provided in the Class Notice. Class Members shall
10 have until forty (45) calendar days after the date of mailing or re-mailing of the Class Notices to
11 submit their written objections to the Settlement Administrator. Class Members also may appear
12 at the Final Approval Hearing to make any objection to the Settlement.

13 12. A Final Approval Hearing shall be held Court on _____
14 _____, at _____, in Department 2 at the Civil Courthouse of the San Luis Obispo
15 County Superior Court to hear the motion for final approval and the motion for attorneys' fees and
16 costs, and to determine all necessary matters concerning the Settlement, including: whether the
17 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
18 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
19 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
20 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
21 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the
22 Settlement Administrator. All papers in support of the motion for final approval and the motion
23 for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel
24 no later than sixteen (16) court days before the hearing and both motions shall be heard at the
25 Final Approval Hearing.

26 13. Neither the Settlement nor any exhibit, document, or instrument delivered
27 thereunder shall be construed as a concession or admission by Defendant in any way that the
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1 claims asserted by Plaintiff have any merit or that this Action was properly brought as a class or
2 representative action, and shall not be used as evidence of or used against Defendant as an
3 admission or indication in any way, including with respect to any claim of any liability,
4 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted
5 by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any
6 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or
7 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
8 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
9 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
10 fault, wrongdoing, omission, concession or damage or the propriety of class certification.

11 14. In the event: (i) the Settlement does not become effective in accordance with the
12 terms of the Agreement; (ii) or the Settlement is not finally approved; or (iii) the Settlement is
13 terminated, canceled or fails to become effective for any reason, this Order shall be rendered null
14 and void and shall be vacated. In such a case, the Parties and any funds to be awarded under this
15 Settlement shall be returned to their respective statuses as of the date and time immediately prior
16 to the execution of the Settlement, and the Parties expressly reserve their respective rights
17 regarding the prosecution and defense of this Action, including all available defenses and
18 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
19 action and/or managed as a representative action. In such an event, the Court's orders regarding
20 the Settlement, including this Order, shall not be used or referred to in litigation for any purpose.

21 15. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
23 retains jurisdiction to consider all further motions and applications arising out of or connected
24 with the proposed Settlement.

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
HON. RITA FEDERMAN
JUDGE OF THE SUPERIOR COURT

28
PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO

ANNA LEVINE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ASSOCIATED STUDENTS
INCORPORATED OF CALIFORNIA
POLYTECHNIC STATE UNIVERSITY AT
SAN LUIS OBISPO, a California Corporation;
ASSOCIATED STUDENTS, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **20CV-0664**
(Assigned for all purposes to Judge Rita
Federman, Dept. 2)

[Consolidated with Case No. 20CV-0672]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Anna Levine (“Plaintiff”) for an order finally approving
2 the Class and Representative Action Settlement Agreement (“Agreement”) with Defendant
3 Associated Students Incorporated of California Polytechnic State University at San Luis Obispo
4 (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Settlement
5 Administrator duly came on for hearing on _____ before the Honorable Rita
6 Federman.

7
8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of the Action pending before the
14 Superior Court for the State of California, in and for the County of San Luis Obispo, and over all
15 Parties to the Action, and all Class Members and Aggrieved Employees.
- 16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of One Million Three Hundred
18 Fifty Thousand Dollars (\$1,350,000.00) and the terms set forth in the Agreement are fair,
19 reasonable, and adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims asserted in the
22 Action and became familiar with the strengths and weaknesses of those claims. In particular, the
23 amount of the Settlement, along with the assistance of an experienced mediator in the settlement
24 process, among other factors, support the Court’s conclusion that the Settlement is fair,
25 reasonable, and adequate.

a. The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiff's and Class Counsel's investigation and discovery have been sufficient to allow the Court and Class Counsel to act reasonable and diligently on behalf of all Class Members and Aggrieved Employees.

c. Counsel for all Parties are experienced in similar employment class and representative action litigation. Plaintiff's counsel have recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. Objections from _____ Class Members were received and considered. Timely requests for exclusion were received from _____ Class Members.

e. The participation rate in the Settlement will be high. In particular, _____ Participating Class Members will be mailed a Settlement Share, representing _____% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in the Action and is fair, reasonable and adequate compensation for the release of Class Members' claims, as detailed below, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the Action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members and Aggrieved Employees.

Attorneys' Fees and Costs

11. A Class Counsel's Fees Payment of \$_____, representing one-third of the Gross Settlement Amount, and a Class Counsel's Litigation Expenses Payment of \$_____, are reasonable in light of the contingent nature of Class Counsel's fee arrangement with Plaintiff, the hours worked by Class Counsel, and the results achieved by Class

1 Counsel. The requested payments are supported by Class Counsel's lodestar and billing
2 statements submitted to the Court.

3 **Class Representative Service Payment**

4 12. The Agreement provides for a Class Representative Service Payment of not more
5 than \$10,000 for Plaintiff, subject to the Court's approval. The Court finds that a Class
6 Representative Service Payment in the amount of \$ _____ to Plaintiff is reasonable in light of
7 the risks and burdens undertaken by Plaintiff in the Action, for her time and effort in bringing and
8 prosecuting the Action on behalf of the Class and Aggrieved Employees, and for her execution of
9 a general release.

10 **Settlement Administration Expenses**

11 13. The Settlement Administrator shall, among other things, calculate and administer
12 the payments to be made to the Class Members and Aggrieved Employees, transmit payment for
13 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
14 the Plaintiff, issue all required tax reporting forms, calculate withholdings and perform all other
15 duties set forth in the Agreement. Settlement Administration Expenses in the amount of
16 \$ _____ are reasonable in light of the work already performed and to be performed by the
17 Settlement Administrator.

18 **PAGA Payment**

19 14. The Agreement provides for a PAGA Payment in the amount of \$25,000.00,
20 which shall be allocated as follows: \$18,750.00 to the Labor & Workforce Development Agency
21 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under the
22 Agreement pursuant to the PAGA and \$6,250.00 as the Aggrieved Employees' 25% share based
23 on the number of pay periods worked as Aggrieved Employees during the PAGA Period, which is
24 December 21, 2019 to _____, 2022. Aggrieved Employees include all individuals,
25 including Plaintiff, who are or were employed by Defendant in California and who are or were
26 classified by Defendant as non-exempt employees during the PAGA Period. Pursuant to Labor
27 Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these

1 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Payment
2 is reasonable and adequate

3
4 **II.**

5 **ORDERS**

6 Based on the foregoing findings, and for good cause appearing, IT IS HEREBY
7 ORDERED:

8 1. The Class is certified for the purposes of the Settlement only. The Class consists of
9 both the California Class and the FCRA Class, which are defined as follows:

10 The **California Class** is defined as: “all individuals who are or were employed by
11 Defendant in California and who are or were classified as non-exempt employees
12 during the California Class Period.” The “California Class Period” is December
21, 2016 to _____, 2022.

13 The **FCRA Class** is defined as: “all employees and prospective employees of
14 Defendant in the United States on whom Defendant conducted a background check
15 during the FCRA Class Period.” The “FCRA Class Period” is December 21, 2015
to _____, 2022.

16 2. All persons who meet the foregoing definition are members of the Class, except for
17 the Non-Participating Class Members who filed a valid and timely request for exclusion (“opt
18 out”) from the Class identified in the Declaration of the Settlement Administrator.

19 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
20 best interest of the Class.

21 4. Class Counsel are awarded a Class Counsel Fees Payment in the amount of \$ _____
22 _____ and a Class Counsel Litigation Expenses Payment in the amount of \$ _____. Class
23 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
24 Plaintiff, Aggrieved Employees or Class Members.

25 5. A Class Representative Service Payment in the amount of \$ _____ to the Plaintiff
26 is approved.

27 6. The payment of \$ _____ to the Settlement Administrator for Settlement
28 Administration Expenses is approved.

FINAL APPROVAL ORDER AND JUDGMENT

1 7. A PAGA Payment of \$25,000.00 is approved and shall be distributed in accordance
2 with the Agreement.

3 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
4 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
5 entry.

6 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
7 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
8 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
9 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
10 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
11 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
12 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
13 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
14 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
15 Notwithstanding these restrictions, Defendant may file in any other proceeding this Final
16 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
17 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
18 release, or other theory of claim or issue preclusion or similar defense as to the California Class
19 Released Claims, the FCRA Class Released Claims, the PAGA Released Claims and/or the
20 Plaintiff's Released Claims.

21 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiff and all Class Members, the LWDA and all
23 Aggrieved Employees. The Final Approval Order and Judgment shall be posted on Class
24 Counsel's website as set forth in the Class Notice. It shall not be necessary to send notice of entry
25 of this Final Approval Order and Judgment to individual Class Members or Aggrieved Employees.

26 11. If the Agreement does not become final and effective in accordance with the terms
27 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in

1 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
2 revert to their respective positions as of before entering into the Agreement, and expressly reserve
3 their respective rights regarding the prosecution and defense of this Action, including all available
4 defenses and affirmative defenses, and arguments that any claim in the Action could not be
5 certified as a class action and/or managed as a representative action.

6
7 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

8 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
9 Plaintiff, all Class Members and Aggrieved Employees and the State of California, shall take
10 nothing in the Action.

11 2. The Court shall retain jurisdiction over the Action and the Parties to construe,
12 interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a
13 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
14 connection with the distribution of settlement benefits.

15 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
16 provided in the Agreement and in this Final Approval Order and Judgment.

17 4. California Class Released Claims and FCRA Class Released Claims. Upon the
18 Effective Date, Participating Class Members of the California Class, for the California Class
19 Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties
20 from any and all demands, rights, liabilities, claims and/or causes of action that are alleged in the
21 Action or that could have been alleged based on the facts alleged in the Action or in the PAGA
22 Letter, including, all claims under California Labor Code sections 201-204, 210, 226(a), 226.7,
23 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, all claims for failure to pay
24 minimum wages, failure to pay overtime compensation, failure to provide required meal and rest
25 periods, failure to provide accurate itemized statements, failure to reimburse employees for
26 required business expenses, failure to provide wages when due, and claims under California
27 Business and Professions Code section 17200 ("California Class Released Claims"). Upon the

1 Effective Date, Participating Class Members of the FCRA Class, for the FCRA Class Period, shall
2 be deemed to have forever released, acquitted, and discharged the Released Parties from any and
3 all demands, rights, liabilities, claims and/or causes of action under FCRA that are alleged in the
4 Action or that could have been alleged based on the facts alleged in the Class Action, including,
5 all claims for failure to make proper disclosures and/or obtain proper authorization pursuant to 15
6 U.S.C., sections 1681, et seq., all claims for failure to make proper disclosures pursuant to
7 California Civil Code section 1786, et seq., and all claims for failure to obtain proper disclosures
8 pursuant to California Civil Code section 1785, et seq. (“FCRA Class Released Claims”).

9 5. PAGA Released Claims. Upon the Effective Date, Aggrieved Employees and the
10 State of California, for the PAGA Period, shall be deemed to have forever released, acquitted, and
11 discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes
12 of action that are alleged in the Action or that could have been alleged based on the facts alleged
13 in the Action or in the PAGA Letter, including, all PAGA claims based on alleged violations of
14 California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194,
15 1197, 1197.1, 1198, 2802, and all PAGA claims for failure to pay minimum wages, failure to pay
16 overtime compensation, failure to provide required meal and rest periods, failure to provide
17 accurate itemized statements, failure to reimburse employees for required business expenses, and
18 failure to provide wages when due (“PAGA Released Claims”).

19 6. Upon the Effective Date, and in addition to the releases above, Plaintiff, on her own
20 behalf and on behalf of her heirs, spouses, executors, administrators, attorneys, agents and assigns,
21 forever releases, acquits and discharges the Released Parties from all claims as set forth in the
22 Agreement (“Plaintiff’s Released Claims”) and to a waiver of all rights under California Civil
23 Code section 1542.

24 7. If the check representing a Settlement Share remains uncashed for 180 days after
25 they are mailed by the Settlement Administrator, the funds from such uncashed checks shall be
26 paid to the California State Controller’s Unclaimed Property Fund in the name of the Participating
27 Class Member where they may claim the funds as permitted by law.

1 8. The Court hereby enters Judgment in the Action as of the filing date of this Final
2 Approval Order and Judgment, pursuant to the terms set forth in the Settlement.

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4 Dated: _____

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HON. RITA FEDERMAN
JUDGE OF THE SUPERIOR COURT

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FINAL APPROVAL ORDER AND JUDGMENT