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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

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

SERGIO V. BERNAL, on behalf of himself
and all others similarly situated;

Plaintiff,

vs.

SERCO, INC., a New Jersey
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case Number: **30-2020-01150203-CU-OE-CXC**

Assigned to the Hon. Peter J. Wilson

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Complaint Filed: July 21, 2020
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 22 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: , DEPUTY

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6. This Court preliminarily approves, subject to approval at the final fairness hearing, settlement administration fees and costs to ILYM Group, Inc. in an amount not to exceed \$15,000.

1 7. This Court approves, as to form and content, the Class Notice, Opt-out Form, and
2 Objection Form ("Class Notice") to be distributed to the Class pursuant to the Settlement in
3 substantially the same form as are attached hereto as **Exhibits C, D, and E**, respectively. The
4 Court approves the procedure for Class Members to participate in, to opt out of, and to object to
5 the Settlement as set forth in the Settlement.

6 8. The Court directs the mailing of the Class Notice by first class mail to the Class
7 Members in accordance with the implementation schedule set forth below. The Court finds the
8 dates selected for the mailing and distribution of the Notice, as set forth in the implementation
9 schedule, meet the requirements of due process and constitute the best notice practicable under
10 the circumstances and due and sufficient notice to all persons entitled thereto.

11 9. The Court preliminarily certifies the Class, defined as "all Parking Enforcement
12 Officers ("PEOs") who are or were employed as non-exempt hourly employees of Defendant
13 Serco, Inc. in California from July 23, 2016 through November 16, 2020" (First Amended
14 Settlement Stipulation, 1(A)), for settlement purposes.

15 10. The Court preliminarily certifies the PAGA Settlement Class, defined as "all
16 Parking Enforcement Officers ("PEOs") who are or were employed as non-exempt hourly
17 employees of Defendant Serco, Inc. in California from May 6, 2019, through November 16,
18 2020" (First Amended Settlement Stipulation, ¶¶ 1(HH-II)), for settlement purposes.

19 11. The court confirms plaintiffs Sergio Bernal, Stephanie Camarillo, and Edgar Leon
20 ("Plaintiffs" or "Class Representatives") as class representatives.

21 12. The Court confirms Jonathan Melmed of Melmed Law Group P.C., as well as
22 John F. Litwin and Gregory Wong of Barkhordarian Law Firm as class counsel.

23 13. The Court appoints ILYM Group, Inc. as the settlement administrator.

24 14. The Court orders the following Implementation Schedule for further proceedings:

26	a.	Deadline for Defendants to Submit Class List to the Settlement Administrator	[Within thirty (30) calendar days of this order.]
27	b.	Deadline for Settlement Administrator to	[Within fifteen (15) calendar days of the
28			date Defendants submit the Class Data to

1		Mail Notice Packets to all Class Members	the Settlement Administrator.]
2	c.	Deadline for Class Members to Postmark Requests for Exclusion	[Within sixty (60) days after mailing of the Class Notice, or in the event of a remailing, sixty (60) days after the remailing of the Class Notice.]
3			
4	d.	Deadline for Class Members to Submit Any Objections to Settlement	[Within sixty (60) days after mailing of the Class Notice, or in the event of a remailing, sixty (60) days after the remailing of the Class Notice.]
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7	e.	Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence	[Within 30 calendar days prior to final approval and fairness hearing]
8			
9			
10	f.	Deadline for Plaintiff's Counsel to file the Motion for Final Approval, including the Settlement Administrator's Declaration regarding the results of the Class Notification, Exclusions, Objections, and Disputes	October 11, 2022; or [Within 16 court days prior to final approval and fairness hearing].
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14	g.	Final Approval and Fairness Hearing	November 3, 2022, at 2:00 p.m.

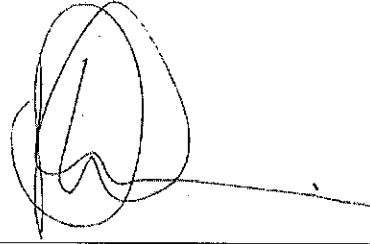
15 15. Plaintiffs' Counsel is ordered to file concurrently with the Motion for Final
16 Approval all disputes submitted by the Class Members, and all evidence provided by class
17 members in connection with any dispute, and the findings of the Settlement Administrator. The
18 Court shall have sole authority to resolve any disputes. Plaintiffs' Counsel is also ordered to file
19 concurrently with the Motion for Final Approval, any Objection Forms received by the
20 settlement administrator and all supporting documents for the Court's consideration and
21 determination.

22 16. If any of the dates in this implementation schedule fall on a weekend, bank or
23 court holiday, the time to act shall be extended to the next business day.

24 IT IS SO ORDERED:

1 Dated: July 22, 2022

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Hon. Peter J. Wilson

Judge of the Superior Court, County of Orange

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Assigned to the Hon. Peter J. Wilson

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Complaint Filed: July 21, 2020

Trial Date: None Set

1
2 **ORDER**

3 This matter having come for hearing on July 7, 2022, regarding Plaintiffs' Motion for
4 Preliminary Approval of Class Action Settlement (the "Motion") on the terms set forth in the
5 Amended Class Action Settlement Agreement, attached hereto as **Exhibit A**, and Amendment to
6 Settlement Agreement, attached hereto as **Exhibit B** (inclusively, the "Settlement"). Having
7 considered the Settlement, all papers and proceedings held herein, and having reviewed the
8 entire record in this action, the Court hereby finds and orders:

9 1. The Court grants preliminary approval of the Settlement and the "Settlement
10 Class" based upon the terms set forth in the Settlement. All terms used herein shall have the
11 same meaning as defined in the Settlement. The resolution set forth in the Settlement appears to
12 be fair, adequate, and reasonable to the Settlement Class.

13 2. A final fairness hearing on the question of whether the proposed Settlement, the
14 attorneys' fees and costs to Class Counsel, and the Class Representatives' enhancement award
15 should be finally approved as fair, reasonable, and adequate as to the members of the Class is
16 scheduled in Department CX102 on the date and time set forth in the implementation schedule in
17 paragraph 14 below

18 3. This Court preliminarily approves, subject to approval at the final fairness
19 hearing, enhancement payments not to exceed \$22,500.00 in total, and not to exceed \$7,500.00
20 for each Plaintiff.

21 4. This Court preliminarily approves, subject to approval at the final fairness
22 hearing, attorneys' fees to Plaintiffs' Counsels in an amount not to exceed \$272,250.00, which is
23 33% of the Gross Settlement Amount.

24 5. This Court preliminarily approves, subject to approval at the final fairness
25 hearing, litigation costs to Plaintiffs' Counsel in an amount not to exceed \$15,000.

26 6. This Court preliminarily approves, subject to approval at the final fairness
27 hearing, settlement administration fees and costs to ILYM Group, Inc. in an amount not to
28 exceed \$15,000.

1 7. This Court approves, as to form and content, the Class Notice, Opt-out Form, and
2 Objection Form (“Class Notice”) to be distributed to the Class pursuant to the Settlement in
3 substantially the same form as are attached hereto as **Exhibits C, D, and E**, respectively. The
4 Court approves the procedure for Class Members to participate in, to opt out of, and to object to
5 the Settlement as set forth in the Settlement.

6 8. The Court directs the mailing of the Class Notice by first class mail to the Class
7 Members in accordance with the implementation schedule set forth below. The Court finds the
8 dates selected for the mailing and distribution of the Notice, as set forth in the implementation
9 schedule, meet the requirements of due process and constitute the best notice practicable under
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13 Serco, Inc. in California from July 23, 2016 through November 16, 2020” (First Amended
14 Settlement Stipulation, 1(A)), for settlement purposes.

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17 employees of Defendant Serco, Inc. in California from May 6, 2019, through November 16,
18 2020” (First Amended Settlement Stipulation, ¶¶ 1(HH-II)), for settlement purposes.

19 11. The court confirms plaintiffs Sergio Bernal, Stephanie Camarillo, and Edgar Leon
20 (“Plaintiffs” or “Class Representatives”) as class representatives.

21 12. The Court confirms Jonathan Melmed of Melmed Law Group P.C., as well as
22 John F. Litwin and Gregory Wong of Barkhordarian Law Firm as class counsel.

23 13. The Court appoints ILYM Group, Inc. as the settlement administrator.

24 14. The Court orders the following Implementation Schedule for further proceedings:

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27	b.	Deadline for Settlement Administrator to	[Within fifteen (15) calendar days of the
28			date Defendants submit the Class Data to

1		Mail Notice Packets to all Class Members	the Settlement Administrator.]
2	c.	Deadline for Class Members to Postmark Requests for Exclusion	[Within sixty (60) days after mailing of the Class Notice, or in the event of a remailing, sixty (60) days after the remailing of the Class Notice.]
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4	d.	Deadline for Class Members to Submit Any Objections to Settlement	[Within sixty (60) days after mailing of the Class Notice, or in the event of a remailing, sixty (60) days after the remailing of the Class Notice.]
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7	e.	Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence	[Within 30 calendar days prior to final approval and fairness hearing]
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10	f.	Deadline for Plaintiff's Counsel to file the Motion for Final Approval, including the Settlement Administrator's Declaration regarding the results of the Class Notification, Exclusions, Objections, and Disputes	October 11, 2022; or [Within 16 court days prior to final approval and fairness hearing].
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14	g.	Final Approval and Fairness Hearing	November 3, 2022, at 2:00 p.m.

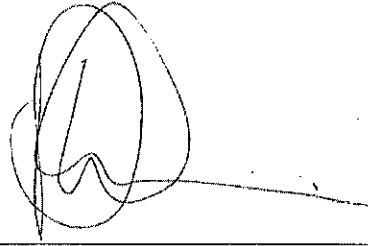
15 15. Plaintiffs' Counsel is ordered to file concurrently with the Motion for Final
16 Approval all disputes submitted by the Class Members, and all evidence provided by class
17 members in connection with any dispute, and the findings of the Settlement Administrator. The
18 Court shall have sole authority to resolve any disputes. Plaintiffs' Counsel is also ordered to file
19 concurrently with the Motion for Final Approval, any Objection Forms received by the
20 settlement administrator and all supporting documents for the Court's consideration and
21 determination.

22 16. If any of the dates in this implementation schedule fall on a weekend, bank or
23 court holiday, the time to act shall be extended to the next business day.

24 IT IS SO ORDERED:

1 Dated: **July 22, 2022**

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Hon. Peter J. Wilson

Judge of the Superior Court, County of Orange

"EXHIBIT A"

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

2 *Sergio Bernal v. Serco, Inc.*, Case No. 30-2020-01150203-CU-OE-CXC

3 **MELMED LAW GROUP P.C.**

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25 Attorneys for Defendant
26 SERCO, INC.

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1 This **First Amended Joint Stipulation and Class Action Settlement Agreement and**
2 **Release** (“Amended Settlement Agreement”) is made and entered into between Plaintiffs
3 Stephanie Camarillo, Edgar Leon, and Sergio Bernal (“Plaintiffs” or “Class Representatives”) on
4 the one hand, individually and on behalf of the Class (as defined below), by and through their
5 counsels of record Melmed Law Group, P.C. and Barkhordarian Law Firm, PLC (“Class
6 Counsel”), and Defendant Serco, Inc. (“Defendant” or “Serco”) on the other hand, by and through
7 its counsel of record, Perkins Coie LLP, subject to the approval of the Court, as provided below.
8 This Amended Settlement Agreement is subject to the approval of the Court, pursuant to
9 California Rules of Court 3.769(c) and (d), and is made for the sole purpose of attempting to
10 consummate settlement of the present Action, as described below, on a class-wide and
11 representative basis.

12 This Amended Settlement Agreement is intended by Plaintiffs and Defendant to fully,
13 finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon
14 and subject to the terms and conditions hereof, as follows:

15 **1. Definitions**

16 As used herein, for the purposes of this Amended Settlement Agreement only, the
17 following terms shall be defined as set forth below:

18 **A. “Class” or “Class Members”** refers to all Parking Enforcement Officers (“PEOs”)
19 who are or were employed as non-exempt hourly employees of Defendant Serco, Inc. in
20 California between July 23, 2016 and November 16, 2020.

21 **B. “Class Counsel”** refers to the attorneys of record for the Class Representatives,
22 Gregory Wong of Barkhordarian Law Firm PLC and Jonathan Melmed of Melmed Law Group
23 P.C.

24 **C. “Class Counsel Fee and Cost Award”** refers to costs incurred and attorneys’ fees
25 sought by Class Counsel and agreed upon by the Parties for Class Counsel’s litigation and
26 resolution of this Action, subject to Court approval.

27 **D. “Class Notice”** refers to the Notice of Settlement of Class Action and Settlement
28 Hearing, as set forth in **Exhibit A** attached here, or as otherwise approved by the Court, which is

1 to be mailed to Class Members as part of the Notice Packet, as defined below.

2 **E. “Individual Class Member Settlement Payment”** refers the amount paid to a
3 Settlement Class Member.

4 **F. “Class Period”** shall mean the period from July 23, 2016 through November 16,
5 2020. The Class Period shall also mean the Release Period.

6 **G. “Class Representatives”** refers to Stephanie Camarillo, Edgar Leon, and Sergio
7 Bernal.

8 **H. “Complaint” or “Action”** refers to the operative complaint filed by Plaintiffs in
9 this Action (Case No. 30-2020-01150203-CU-OE-CXC). The term Complaint shall include the
10 original complaint as well as any amended complaints.

11 **I. “Employee’s Taxes and Required Withholding”** shall mean the employee’s
12 share of any and all applicable federal, state or local payroll taxes, including those collected under
13 authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the
14 portion of any Individual Class Member Settlement Payment that constitutes wages as set forth in
15 this Agreement. The Employee’s Taxes and Required Withholdings shall be withheld from and
16 paid out of the Net Settlement Amount. This specifically excludes the “Employer’s Taxes”
17 defined in paragraph 1.J below.

18 **J. “Employer’s Taxes”** shall mean and refer to Defendant’s share of payroll taxes
19 (e.g. UI, ETT, Social Security and Medicare taxes) that is owed on the portion of any Class
20 Member’s Individual Settlement Amount that constitutes wages as set forth in this Agreement.
21 Defendant will be responsible for any employer payroll taxes required by law, separate and in
22 addition to the GSA, including the employer FICA, FUTA, and SDI contributions on the wage
23 portion of the Individual Class Member Settlement Payments.

24 **K. “Response Deadline”** shall mean the date falling sixty (60) days after the date on
25 which the Settlement Administrator first mails Class Notice to the Settlement Class Members; or
26 sixty (60) days after the date of remailing of the Notice to that particular Settlement Class
27 Member.

28 **L. “Fairness Hearing”** refers to the hearing at which the Court determines whether

1 the terms of the Amended Settlement Agreement are fair, reasonable, and adequate for the Class
2 and meet all applicable requirements for approval.

3 **M. “Final Approval Order”** refers to the final order by the Court approving the
4 Settlement following the Fairness Hearing.

5 **N. “Effective Date”** refers to (1) the date of final affirmation of the Final Approval
6 from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
7 Approval, or if review is granted, the date of final affirmation of the Final Approval following
8 review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final
9 Approval or the final dismissal of any proceeding to review the Final Approval, provided that the
10 Final Approval is affirmed and/or not reversed in any part; or (3) if no putative class members
11 intervene but objections are filed, the expiration date of the time for the filing or noticing of any
12 appeal from the Court’s Final Approval of the Settlement, as determined under Rule 8.104(a)(3)
13 of the California Rules of Court or (4) if no putative class members intervene and there are no
14 objections, the date the Court enters the Final Approval Order and Final Judgment.

15 **O. “Gross Settlement Amount”** (also referred to herein as “GSA”) means the
16 maximum amount of Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.)
17 to be paid by Defendant pursuant to this Amended Settlement Agreement, and available to pay all
18 amounts provided under this Amended Settlement Agreement, including (i) the Court-approved
19 Settlement Administration Costs, (ii) Employee’s Taxes and Required Withholdings, (iii) the
20 Court-approved Class Counsel Fee and Costs Award, (iv) the Labor and Workforce Development
21 Agency Payment, (v) the Court-approved Service Award to the Class Representatives, and (vi)
22 the sum of the Individual Class Member Settlement Payments. Under no circumstances shall
23 Defendant be required to pay more than the Gross Settlement Amount to effectuate the terms of
24 this Amended Settlement Agreement, except Defendant shall separately pay its share of the
25 Employer’s Taxes in addition to the Gross Settlement Amount. The GSA is non-reversionary.

26 **P. “Judgment”** refers to the final judgment by the Court approving the Settlement.

27 **Q. “Labor and Workforce Development Agency Payment”** means the total amount
28 allocated under the Settlement to PAGA penalties to be paid to the Labor and Workforce

1 Development Agency ("LWDA") in order to resolve alleged employment claims brought under
2 the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
3 "PAGA"). The Parties have agreed that One Hundred Thousand Dollars (\$100,000) of the Gross
4 Settlement Amount will be allocated to the resolution of any Class Members' claims arising
5 under PAGA (the "PAGA Settlement Amount" as defined below). Pursuant to PAGA, 75%, or
6 Seventy-Five Thousand Dollars (\$75,000), of the PAGA Settlement Amount will be paid to the
7 California Labor and Workforce Development Agency, and 25%, or Twenty-Five Thousand
8 Dollars (\$25,000), of the PAGA Settlement Amount will be distributed to the PAGA Settlement
9 Class, defined in Paragraph 1.HH below.

10 **R. "Net Settlement Amount"** (also referred to herein as "NSA") shall be defined as
11 the GSA minus the Court-approved Service Awards to the Class Representative, the Court-
12 approved Settlement Administration Costs, the Court-approved Class Counsel Fee and Cost
13 Award, and the Labor and Workforce Development Agency Payment. The NSA is the maximum
14 amount that shall be available for distribution to and on behalf of Class Members for Individual
15 Class Member Settlement Payments.

16 **S. "Notice Packet"** refers to the Class Notice, Request for Exclusion Form, and
17 Objection and Intent to Appear Form to be sent by U.S. Mail to each Class Member by the
18 Settlement Administrator as set forth herein in the form substantially similar attached as **Exhibits**
19 **"A," "B," and "C,"** and subject to approval by the Court.

20 **T. "Opt-Out(s)"** shall mean any and all persons who timely and validly request
21 exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later
22 than the Response Deadline. However, any member of the PAGA Settlement Class who is
23 excluded from the Class Settlement will nevertheless receive their portion of the PAGA
24 Settlement Amount, as there is no mechanism to request exclusion from a PAGA settlement.

25 **U. "Parties"** refers to Plaintiffs, Stephanie Camarillo, Edgar Leon, and Sergio Bernal
26 and Defendant Serco, Inc., collectively.

27 **V. "Payment Date"** shall be the date by which Defendant shall make payment of the
28 Gross Settlement Amount to the Court-appointed settlement administrator. The Payment Date

1 shall be no later than 30 calendar days after the Effective Date.

2 **W. "Plaintiffs' Released Claims"** shall include Released Claims, as that term is
3 defined below, and include those claims referenced in Paragraph 13 that Plaintiffs release against
4 Defendant and all of its former, present, or future parents, subsidiaries, affiliates, partners,
5 officers, governors, employees, owners, agents, shareholders, and the predecessors and
6 successors, assigns, and legal representatives of all such entities and individuals.

7 **X. "Preliminary Approval"** refers to the date the Court grants preliminary approval
8 of the Settlement.

9 **Y. "Preliminary Approval Order"** refers to the Court's Order granting Preliminary
10 Approval of the Settlement.

11 **Z. "Released Claims"** shall mean any and all claims, for the time period from July 23,
12 2016 through November 16, 2020, for wages, statutory and civil penalties, damages, liquidated
13 damages, premiums, interest, attorneys' fees and costs, that were pled, or that could have been pled
14 based on the facts alleged in the operative Complaint, under state, local, or federal law, including
15 the California Labor Code, the California Private Attorneys' General Act ("PAGA"), the Industrial
16 Welfare Commission Wage Orders ("IWC"), California Business and Professions Code, and the
17 Fair Labor Standards Act ("FLSA"), arising out of the allegations in the subject Action, during the
18 Class Period, including, but not limited to, claims for failure to provide compliant meal and/or rest
19 breaks, failure to pay meal and rest break premiums, failure to pay all hours worked and all
20 compensation due, including minimum wages and overtime, failure to provide expense
21 reimbursements, failure to provide accurate wage statements, waiting time penalties, derivative
22 claims for violation of section 17200 *et seq.* of the Business and Professions Code, and recovery of
23 statutory and/or civil penalties under the California Labor Code, including, but not limited to,
24 penalties pursuant to PAGA and California Labor Code sections 201, 202, 203, 204, 210, 226(a),
25 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802 as well as attorneys'
26 fees, interest and costs for the foregoing claims.

27 **AA. "Released Parties"** as used herein means Defendant Serco Inc. and Defendant's
28 past, present and future parent companies, subsidiaries, affiliates, entities, divisions, general and

1 limited partners, joint ventures and affiliates, and agents, and each of their respective former and
2 current employees, principals, managing agents, members, officers, directors, investors, partners,
3 legal representatives, accountants, trustees, administrators, real or alleged alter egos,
4 predecessors, successors, transferees, assigns and insurers.

5 **BB. "Service Awards"** refers to the Court's award of monetary payments to the named
6 Plaintiffs for their services as Class Representative as described in Paragraph 5, to be paid from
7 the Gross Settlement Amount, and in return for executing Plaintiffs' Released Claims as set forth
8 in Paragraph 13.

9 **CC. "Settlement"** shall mean the settlement of the subject Action between the Parties,
10 which is memorialized by this Amended Settlement Agreement subject to Court approval.

11 **DD. "Settlement Administration Costs"** refers to the costs that the Parties agree to
12 pay the Settlement Administrator, subject to Court approval, for its fees and costs to perform the
13 notice, claims administration, and distribution functions further described in this Amended
14 Settlement Agreement. The Parties anticipate that the Settlement Administration Costs will not
15 exceed \$15,000. The Settlement Administration Costs will be paid from the GSA.

16 **EE. "Settlement Administrator"** refers to the third-party administrator mutually
17 selected by the parties, subject to Court approval, to perform the notice, claims administration,
18 and distribution functions further described in this Amended Settlement Agreement. The Parties
19 shall select ILYM Group, Inc., subject to Court approval.

20 **FF. "Settlement Class" or "Settlement Class Member"** shall mean any person who is
21 a member of the Class, during the Class Period, or, if such person is incompetent or deceased, the
22 person's legal guardian, executor, heir or successor-in-interest.

23 **GG. "Work Weeks"** shall mean the number of calendar weeks a Class Member
24 performed work during the Class Period as reflected by Defendant's timekeeping and payroll
25 records

26 **HH. "PAGA Settlement Class"** shall mean all Parking Enforcement Officers
27 ("PEOs") who are or were employed as non-exempt hourly employees of Defendant Serco, Inc.
28 in California during the PAGA Period.

1 **II. “PAGA Period”** shall mean the period from May 6, 2019, through November 16,
2 2020.

3 **2. Procedural History and Recitals**

4 **A.** On July 19, 2019, Plaintiffs Stephanie Camarillo and Edgar Leon submitted the
5 substance of their PAGA claims to the LWDA via online filing, and provided notice to
6 Defendants of such via certified mail on the same day. A true and correct copy of this PAGA
7 notice is attached to this agreement as Exhibit D. On May 6, 2020, Plaintiff Bernal filed the
8 substance of his PAGA claims to the LWDA via online filing, and provided notice to Defendants
9 of such via certified mail on the same day. A true and correct copy of this PAGA notice is
10 attached to this agreement as Exhibit E.

11 **B.** On July 21, 2020, Plaintiff Bernal filed his class and representative action
12 complaint in Orange County Superior Court. Defendant removed the action to the Central
13 District of California on August 25, 2020 under 28 U.S.C. § 1332, invoking the Court’s CAFA
14 jurisdiction. The matter was subsequently remanded to Orange County Superior Court, and
15 amended to include the additional Plaintiffs and Class Representatives, Plaintiffs Camarillo and
16 Leon.

17 **C.** On November 16, 2020, the Parties participated in a mediation session before
18 mediator Joel Grossman, an experienced mediator who has mediated numerous wage-hour class
19 actions. At the mediation session, the Parties reached a resolution of Plaintiffs’ claims in the
20 Action.

21 **D.** On March 29, 2021, the United States District Court for the Central District of
22 California remanded *Bernal v. Serco, Inc.* to the Superior Court of California, County of Orange.

23 **E.** Defendant represents that there are 367 Class Members that worked approximately
24 24,484 workweeks during the Class Period that closed November 16, 2020.

25 **F.** Class Counsel represent that they have thoroughly investigated the Class
26 Representatives’ claims against Defendant. Class Counsel represent that they have conducted
27 their own investigation into the underlying facts, events, and issues related to the subject matter of
28 the Action. Class Counsel represent that they have further undertaken an extensive analysis of

1 the legal principles applicable to the claims asserted against Defendant, and the potential defenses
2 thereto. Both Class Representatives and Defendant have had an opportunity to evaluate their
3 respective positions on the merits of the claims asserted.

4 **G.** Defendant denies and continues to deny each, and all of the allegations, claims,
5 and contentions alleged by Plaintiffs in the subject Action. Defendant has expressly denied and
6 continues to deny all charges of wrongdoing or liability against it arising out of any of the
7 conduct, statements, acts or omissions alleged in the Action. Defendant contends that, at all
8 relevant times, including the Class Period, it complied in good faith with California and federal
9 wage and hour laws and has dealt legally and fairly with Plaintiff and Settlement Class Members.
10 Defendant further denies that, for any purpose other than settling the subject Action, Plaintiffs'
11 alleged employment claims are appropriate and/or suitable for class or representative treatment.
12 Nevertheless, Defendant has concluded that further proceedings in the Action would result in
13 protracted and expensive litigation. Defendant therefore desires that the Action be fully and
14 finally settled in accordance with the terms and conditions set forth in this Agreement in order to
15 avoid burdensome, costly and extensive litigation, to allow Defendant to operate and conduct its
16 businesses without further disruption, distraction and litigation with respect to the matters at issue
17 in these Action. Towards this end, Defendant has considered and taken into account the
18 uncertainty and risks inherent in litigation, especially in complex cases like the subject Action.
19 Defendant has therefore determined that it is desirable and beneficial to settle the Action in
20 accordance with the terms and conditions set forth in this Agreement.

21 **H.** Class Counsel has also engaged in intensive arms' length negotiations with
22 counsel for Defendant with a view toward achieving substantial benefits for the Class while
23 avoiding the cost, delay and uncertainty of further litigation, trial and appellate review.

24 **I.** As a consequence of said negotiations, and of Class Counsel's investigation,
25 analysis and discovery, Plaintiffs and Class Counsel determined to enter into this Amended
26 Settlement Agreement on the terms and conditions hereinafter set forth, believing such Settlement
27 to be fair, reasonable and adequate and in the best interests of Class Members. Plaintiffs and
28 Class Counsel have determined to execute this Amended Settlement Agreement and urge

1 approval by the Court of the proposed Settlement after considering (1) the substantial factual and
2 legal defenses asserted by Defendant to the claims asserted in the Action; (2) the potential
3 difficulties Plaintiffs and Class Members would encounter in establishing the elements of their
4 claims; (3) the substantial benefits that Class Members shall receive pursuant to the proposed
5 Settlement; (4) the fact that the proposed Settlement ensures that Class Members shall receive
6 relief in the most expeditious and efficient manner practicable, and thus much sooner than would
7 be possible were the claims to be litigated successfully through trial and appeal; and (5) the fact
8 that the proposed Settlement allows persons who would otherwise fall within the definition of the
9 Class, if they so desire, to opt out of the Action and individually pursue the claims alleged in the
10 Action.

11 **J.** As set forth above, without admitting any wrongdoing or liability, Defendant is
12 willing to agree to the terms of the proposed Settlement provided that all of the Released Claims
13 (as defined below) are settled and compromised, in order to fully resolve all issues relating to the
14 subject matter of the Action.

15 NOW THEREFORE, in consideration of the covenants and agreements set forth herein,
16 and of the release and dismissal of all Released Claims, Plaintiffs (on behalf of themselves and as
17 the Class Representatives on behalf of the Class), Class Counsel, and Defendant agree to the
18 terms and provisions of this Amended Settlement Agreement, subject to the approval of the
19 Court.

20 **3. Stipulation to Conditional Class Certification and Limitation on Effect of Settlement**

21 **A.** The Settlement shall not constitute, in this or any other proceeding, an admission
22 of any kind by Defendant, including without limitation, that certification of a class is appropriate
23 or proper or that Plaintiffs could establish any of the requisite elements for class treatment of any
24 of the claims in the Action. For purposes of this settlement only, the Parties stipulate to the
25 conditional certification of the Class for settlement purposes only. Defendant's counsel believes
26 this conditional certification is appropriate because the Released claims are being compromised
27 without need to establish the elements of those claims on which liability turns. In the event that
28 the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendant

expressly reserves all rights to challenge certification of a class on all available grounds.

4. Establishment of the GSA

A. This Settlement shall be made on a non-claims-made basis and will be non-reversionary. To the extent any portions of the Class Members' settlement proceeds constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.

B. In the event the total number of weeks worked in the Class Period is greater than 24,484 weeks worked, then the GSA shall be increased \$29.61 per additional workweek (calculated as the current per-workweek value of GSA, excluding the PAGA Settlement Amount).

C. Payment of the GSA by Defendant pursuant to this Amended Settlement Agreement shall settle for Settlement and PAGA Class Members, all Released Claims between the Released Parties and Settlement Class Members including all Individual Class Member Settlement Payments, the Court-approved Service Award to the Class Representatives, the Court-approved Settlement Administration Costs, the Court-approved PAGA payment, and the Court-approved Class Counsel Fee and Cost Award.

5. Calculation of the NSA and Distribution of Settlement Proceeds

A. This settlement shall be a "non-claims-made" settlement. Each Settlement Class Member will be entitled to a share (for their individual Class Member Settlement Payments) of the NSA in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein.

The claims of the Settlement Class Members are settled for Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$725,000.00), calculated as the Gross Settlement Amount ("GSA") of Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000) less the One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated to settlement of the PAGA Claim. The Gross Settlement amount will be allocated as follows:

- a. Settlement Administration Costs not to exceed \$15,000;
- b. Class Counsel's attorneys' fees, for all law firm and attorneys involved in the subject

1 Action, up to 33% of the GSA, to be split equally between Barkhordarian Law Firm, PLC
2 and Melmed Law Group PC;

3 c. Class counsel's actual litigation expenses not to exceed \$15,000;

4 d. Service Awards for named Plaintiffs totaling \$22,500, including \$7,500 each; and

5 e. The PAGA Payment of \$100,000.

6 For purposes of calculating the individual Class Member settlement Amounts, the
7 Settlement Administrator shall calculate the estimated Net Settlement Amount by subtracting the
8 estimated values in Section 5(a)-(e) from the GSA prior to sending Notice to the Settlement Class
9 Members. Prior to final distribution, the Settlement Administrator shall calculate the final Net
10 Settlement Amount by subtracting the actual values in Section 5(a)-(e) from the GSA.

11 Each Settlement Class Member will be paid a portion of the NSA in accordance with the
12 following formula:

13 Each Settlement Class Member's potential share of the NSA will be calculated by
14 dividing the number of work weeks in which a Settlement Class Member worked for Defendant
15 during the Class Period based on Defendant's available records ("Work Weeks") by all work
16 weeks in which Class Members worked during the Class Period, multiplied by the NSA.

17 The amount distributed to Settlement Class Members in the form of Individual Class
18 Member Settlement Payments, including all required withholdings, will not exceed the Net
19 Settlement Amount. If a Class Member timely and validly submits a Request for Exclusion, as
20 set forth herein, his or her portion of the NSA for the individual Class Member's settlement
21 amount, except for his PAGA allocation (which shall be sent even to those who timely request
22 exclusion, since there is no mechanism to request exclusion from a PAGA settlement), including
23 all required withholdings, will be included in the NSA for distribution to Participating Settlement
24 Class Members.

25 Defendant will provide the Settlement Administrator with information reasonably
26 necessary to perform the calculation of the number of Work Weeks for each Settlement Class
27 Member, and any other reasonably required information the Settlement Administrator requests to
28 perform the calculations required under this Amended Settlement Agreement. Defendant shall

1 have no responsibility for deciding the validity of the Individual Settlement Amount or any other
2 payment made pursuant to this Amended Settlement Agreement. All applicable deductions or
3 withholding required by law or expressly authorized by the Class Participants, including
4 payments of any garnishments and liens, will be withheld from Individual Settlement amounts. It
5 shall be the responsibility of the Settlement Administrator to timely and properly withhold from
6 Individual Settlement Payments payable to Class Participants all applicable payroll and
7 employment taxes, including all federal, state, and local income taxes, and to prepare and deliver
8 the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding
9 taxes and informational and other tax return filing to occur. Plaintiffs and Class Participants
10 represent and understand that they are and shall be solely responsible for any and all tax
11 obligations associated with their respective Individual Settlement Amounts and Service Awards.

12 Payments to Class Members pursuant to this Amended Settlement Agreement are not
13 intended by the Parties to be compensation for purposes of determining eligibility for or benefit
14 calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan,
15 unemployment compensation, including, without limitation, all plans, subject to Employee
16 Retirement Income Security Act ("ERISA"). The parties agree that the payments are not intended
17 to represent any modification of any employee's previously credited hours of service or other
18 eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or
19 other program or policy.

20 **6. Attorneys' Fees and Costs**

21 Class Counsel shall move for attorneys' fees and costs contemporaneous with the motion
22 for the Final Approval Order requesting, and to which Defendant agrees to not object, attorneys'
23 fees for an amount up to or less than one third of the GSA, or Two Hundred and Seventy-Two
24 Thousand, Two Hundred And Fifty Dollars (\$272,250) (i.e., 33% of the GSA), plus a cost award
25 not to exceed Fifteen Thousand Dollars (\$15,000.00) from the GSA. Fees awarded will be split
26 equally between Barkhordarian Law Firm, PLC and Melmed Law Group PC. Defendant retains
27 the right to oppose a request for attorneys' fees exceeding 33% of the GSA or a request for costs
28 in excess of \$15,000. If the Court awards a lower amount of attorneys' fees or costs requested by

1 Plaintiffs' counsel, the other terms of this Agreement shall apply. The award of attorneys' fees
2 and costs award in the amounts sought is not a material term of this Agreement and the award of
3 any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate
4 this Agreement. However, Class Counsel retains the right to appeal any such reductions, but such
5 appeal will delay Defendant's obligation to make all payments set forth in this Agreement. Any
6 unapproved amount of attorneys' fees and costs shall be allocated to the Net Settlement Amount
7 and be apportioned to the Class Members.

8 **7. Service Awards**

9 Class Counsel shall file a motion requesting a Service Award for each Plaintiff to which
10 Defendant agrees not to object, of up to Seven Thousand Five Hundred Dollars (\$7,500) per
11 Plaintiff, for a total of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) from the GSA
12 in consideration for serving as a Class Representative and in exchange for Plaintiffs' Released
13 Claims. The Motion will be accompanied by sworn Declarations by each Plaintiff detailing the
14 grounds and evidentiary support for the Service Awards. Defendant retains the right to object to a
15 request for any Service Award in excess of this amount. Should the Court approve a Service
16 Award in an amount less than that set forth herein, the unapproved portion or portions shall revert
17 to the NSA and be apportioned to Class Members as described in Paragraph 5 of this Amended
18 Settlement Agreement. The award of a Service Award in the amount sought is not a material
19 term of this Agreement and the award of an amount less than requested by Plaintiffs does not give
20 rise to a basis to abrogate or otherwise revoke this Agreement.

21 **8. PAGA Settlement Amount**

22 Subject to Court approval, each member of the PAGA Settlement Class shall be entitled to
23 receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties
24 pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the
25 PAGA claims included in the Action, which is \$100,000.00. The PAGA Payment must be
26 approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows:
27 seventy-five percent (75%) (i.e., \$75,000.00) to the LWDA and twenty-five percent (25%) (i.e.,
28 \$25,000.00) to the PAGA Settlement Class. The portion of the PAGA Payment allocated to the

1 PAGA Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata
2 number of pay periods worked by each PAGA Settlement Class member during the PAGA Period
3 as a proportion of all pay periods worked by all members of the PAGA Settlement Class.

4 No additional deductions shall be made from the PAGA Settlement Amount, including but
5 not limited to: deductions for attorneys' fees; any enhancement award to any named Plaintiff;
6 any costs for administration of the PAGA settlement amount.

7 This Agreement will be provided to the LWDA, upon signing. Plaintiffs' Motions for
8 Preliminary Approval and Final Approval will be served upon the LWDA concurrently with
9 service upon Defense Counsel and the Court.

10 The Court shall retain jurisdiction to enforce the PAGA Settlement pursuant to California
11 Code of Civil Procedure Section 664.6.

12 **9. Costs of Settlement Administration**

13 The Parties agree to mutually select ILYM Group, Inc. as the Settlement Administrator in
14 this Action. This administration duty shall include without limitation, providing Class Notice by
15 mailing the Notice Packets, processing Opt-Out and/or exclusion requests and objections, and
16 calculating, administering and distributing Individual Settlement amounts to Class Members and
17 related tax forms. Subject to Court approval, all Settlement Administration Costs shall be paid
18 from the GSA. The Parties expect Settlement Administration Costs not to exceed Fifteen
19 Thousand Dollars (\$15,000.00). Any unapproved amount of Settlement Administration Costs
20 shall be allocated to the NSA and apportioned to the Class Members as described in Paragraph 5
21 of this Amended Settlement Agreement. The award of Settlement Administrator Costs in the
22 amount sought is not a material term of this Agreement and the award of an amount less than
23 requested by Plaintiffs does not give rise to a basis to abrogate or otherwise revoke this
24 Agreement.

25 **10. Payment Procedure**

26 **A. Funding the Settlement.** No later than thirty (30) calendar days after the Effective
27 Date, Defendant shall make payment of the GSA to the Court-appointed settlement administrator
28 ("Settlement Payment Date").

1 **B. Time for Payment of Individual Class Member and PAGA Class Member**
2 **Settlement Amounts.** The Settlement Administrator shall make every effort to mail Individual
3 Class Member Settlement Payments, including PAGA Class Member Settlement Payments, to
4 each Class Participant and PAGA Class Member, by first-class U.S. mail, to the last-known
5 address of such individual within thirty (30) calendar days after Defendant funds the Settlement.
6 If the Settlement Administrator is unable to do so within the time period set forth above, it shall
7 inform Class Counsel and Defense Counsel and provide an approximate date by which the
8 Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement
9 Administrator distribute checks to Class Participants or PAGA Class Members until all Individual
10 Settlement Amounts have been considered, calculated, and accounted for, and all of the
11 remaining monetary obligations have been calculated and accounted for. Within one hundred and
12 twenty (120) days of the Settlement Payment Date, the Settlement Administrator shall file with
13 the Court and provide to Class Counsel a declaration of payment. In the event that any Class
14 Participant is deceased, payment shall be made payable to the estate of that Settlement Class
15 Member and delivered to the executor or next of kin, unless the Settlement Administrator has
16 received an affidavit or declaration pursuant to Cal. Probate Code § 13101, in which case
17 payment shall be made to the affiant(s) or declarant(s).

18 **C. Time for Payment of Attorney Fees and Expenses to Class Counsel.** The
19 Settlement Administrator shall distribute to Class Counsels any attorneys' fees and expenses
20 approved by the Court within thirty (30) calendar days of the Settlement Payment Date.

21 **D. Time for payment of Service Award to Class Representatives.** The Settlement
22 Administrator shall distribute to Plaintiffs any Service Award approved by the Court within thirty
23 (30) calendar days of the Settlement Payment Date.

24 **E. Uncashed Class Payments.** Class Participants and PAGA Class Members shall
25 have one hundred and eighty (180) days from the date the Settlement Administrator mails
26 Settlement checks to cash their respective checks. Any funds associated with uncashed checks in
27 the NSA or PAGA Settlement Amount shall be distributed to the Wage Justice Center pursuant to
28 California Code of Civil Procedure section 384, as approved by the Court. In such event, the

1 affected Class Members will be deemed to have irrevocably waived any right in or claim to an
2 individual settlement payment, but the settlement and their release of Released Claims will
3 remain binding upon them.

4 **11. Tax Treatment**

5 **A. Tax Treatment of Claimed Portion of Settlement Payments.** Thirty (30% percent)
6 shall constitute payments for penalties and interest and Seventy Percent (70% percent) shall
7 constitute payment for wages. The payments shall be reported to the IRS pursuant to form 1099
8 as applicable for penalties, and an IRS Form W-2 with respect to any portion constituting wages
9 under the terms of the Settlement Payment.

10 **B. Tax Treatment of Class PAGA Class Settlement Payments.** PAGA Class
11 Settlement Payments will be allocated entirely to penalties and shall be reported to the IRS
12 pursuant to form 1099.

13 **C. Tax Treatment of Class Representatives' Enhancement Award.** Plaintiffs will
14 receive an IRS Form 1099 for his individual Service Award and will be responsible for payment
15 of any taxes owing on said amount.

16 **D. Tax Treatment of Attorneys' Fees and Cost Award.** Class Counsel will receive an
17 IRS Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs
18 and will be responsible for payment of any taxes owing on said amount.

19 **E. No Tax Advice.** Defendant makes no representations as to the tax treatment or
20 legal effect of the payments called for by this Agreement, and Settlement Class Members are not
21 relying upon any statement or representation by Defendant in this regard. Defendant is not
22 providing any tax advice in connection with the settlement or any payments to be made pursuant
23 to this settlement. The tax issues presented by the settlement payments here are unique to each
24 Individual Class Participant. Individual Class Participants are therefore advised to seek and
25 obtain tax advice from his or her own tax advisor with respect to any payments arising out of this
26 Agreement. The Parties and Settlement Class Participants understand and agree that Plaintiffs
27 and the Class Participants who receive any payment under this Agreement shall be solely
28 responsible for any and all other individual tax obligations found to be due from or against a

1 Class Participant associated with this Class Settlement and as a result of the Individual Settlement
2 Payments described here.

3 **12. Resolution of Disputes Relating to Amounts Owed to a Class Member**

4 If a Class Member timely disputes the number of Work Weeks listed on the Class Notice,
5 the dispute shall be submitted to the Settlement Administrator, who shall examine the records and
6 either verify the calculation or provide a corrected calculation. Plaintiffs shall file with the Court
7 all disputes submitted by the Class Members, and all evidence provided by class members in
8 connection with any dispute, and any finding(s) of the Settlement Administrator. The Court shall
9 then make a final determination.

10 **13. Release**

11 **A. Release of Claims by Settlement Class.** Upon final approval of this Amended
12 Settlement Agreement, and payment by Defendant of the GSA, Plaintiffs and all Class Members,
13 who do not opt-out of this Action by filing a timely, valid Request for Exclusion (i.e. Settlement
14 Class Members) hereby release and discharge, for the time period from July 23, 2016 through
15 November 16, 2020, the Released Parties from any and all claims for wages, statutory and civil
16 penalties, damages, liquidated damages, premiums, interest, attorneys' fees and costs, that were
17 pled, or that could have been pled based on the facts alleged in the operative Complaint, under state,
18 local, or federal law, including the California Labor Code, the California Private Attorneys' General
19 Act ("PAGA"), the Industrial Welfare Commission Wage Orders ("IWC"), California Business and
20 Professions Code, and the Fair Labor Standards Act ("FLSA"), arising out of the allegations in the
21 the present Action, during the Class Period, including, but not limited to, claims for failure to
22 provide compliant meal and/or rest breaks, failure to pay meal and rest break premiums, failure to
23 pay all hours worked and all compensation due, including minimum wages and overtime, failure to
24 provide expense reimbursements, failure to provide accurate wage statements, waiting time
25 penalties, derivative claims for violation of section 17200 *et seq.* of the Business and Professions
26 Code, and recovery of statutory and/or civil penalties under the California Labor Code, including,
27 but not limited to, penalties pursuant to PAGA and California Labor Code sections 201, 202, 203,
28 204, 210, 226(a), 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802 as well

1 as attorneys' fees, interest and costs for the foregoing claims.

2 **B. Release of Claims by Plaintiffs.** Upon the Effective Date, Plaintiffs, on behalf of
3 themselves and their heirs, executors, administrators, representatives, successors and assigns,
4 shall and do fully release and forever discharge and agree to hold harmless Defendant, including
5 the Released Parties, and all of its respective employees, principals, managing agents, members,
6 officers, directors, investors, joint ventures, partners, legal representatives, accountants, trustees,
7 administrators, real or alleged alter egos, predecessors, successors, transferees, assigns and
8 insurers from any and all causes of action, claims, rights, damages, punitive or statutory damages,
9 penalties, liabilities, expenses, and losses and issues of any kind or nature whatsoever, including
10 all Released Claims as defined above, that Plaintiffs have or may have had against Defendant or
11 any of the Released Parties through the date of execution of this Amended Settlement Agreement.
12 Plaintiffs acknowledge that they may have claims that are presently unknown and that the release
13 of Plaintiffs' Released Claims contained in this Amended Settlement Agreement is intended to
14 and will fully, finally, and forever discharge all claims against Defendant and the Released
15 Parties, whether now asserted or un-asserted, known or unknown, suspected or unsuspected,
16 which now exist, or heretofore existed or may hereafter exist, which if known, might have
17 affected his decision to enter into this release. In making this waiver, Plaintiffs agree that,
18 although they may discover facts in addition to or different from those that are currently known or
19 believed to be true with respect to Plaintiffs' Released Claims, it is their intention to fully, finally,
20 and forever settle and release any and all claims, whether known or unknown, suspected or
21 unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to
22 the subsequent discovery or existence of such additional or different facts. The foregoing waiver
23 includes, without limitation, an express waiver, as to Plaintiffs' Released Claims, to the fullest
24 extent permitted by law, by Plaintiffs of any and all rights under California Civil Code section
25 1542, which provides:

26 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
27 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
28 AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR

1 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.”

3 It is expressly understood and agreed that Plaintiffs’ Released Claims relate only to
4 Plaintiffs as individuals and do not extend to any claims of any persons other than Plaintiffs.

5 Plaintiffs warrant and represent that they have not assigned or, transferred, to any person
6 or entity any of Plaintiffs’ Released Claims or any rights, claims, or causes of action arising out of
7 Plaintiffs’ Released Claims. In addition, Plaintiffs shall defend, hold harmless, and indemnify the
8 Released Parties, or any of them, from and against any claims, damages, litigation, causes of
9 action, and expenses, including reasonable attorneys’ fees, resulting from any breach by Plaintiffs
10 of this warranty and representation, or any breach by Plaintiffs of their release of Plaintiffs’
11 Released Claims.

12 **14. Class Notice and Claims Administration**

13 **A. Engagement of Settlement Administrator.** The Parties agree to select, subject to
14 court approval, ILYM Group, Inc. as the Settlement Administrator to perform the notice and other
15 settlement claims administration functions set forth below. The Settlement Administrator shall
16 provide Defendant’s counsel and Class Counsel with weekly summary reports, including the total
17 number of Class Notices that were returned as undeliverable, the total number of objections and
18 Requests for Exclusion, if any. The Settlement Administrator shall maintain records of its work,
19 which shall be available for inspection upon request by Defendant’s counsel or Class Counsel.

20 **B. Identification of Class Members.**

21 Within Thirty (30) days after entry of the Preliminary Approval Order, Defendant shall
22 provide the Settlement Administrator with the following information (collectively referred to as
23 the “Database”):

- 24 (1) the names, last known addresses, and social security numbers of each Class
25 Member; and
26 (2) data showing the number of Work Weeks each Settlement Class member
27 worked during the Class Period.

28 The aforementioned Database shall be marked “Confidential - Settlement Administrator’s

1 Eyes Only.” Class Counsel shall not receive a copy of this list.

2 Other than the obligations set forth in this Amended Settlement Agreement, Defendant shall have
3 no additional obligation to identify or locate any Class Member or have any liability in
4 connection with the provision of information to the Settlement Administrator or otherwise.

5 **C. Class Notice and Notification of Number of Work Weeks**

6 Upon receipt of the list of names and last known addresses of each Class Member, the
7 Settlement Administrator shall access the National Change of Address Database, and update the
8 addresses maintained by Defendant. Fifteen (15) business days after receiving the Database, the
9 Settlement Administrator shall determine the number of Work Weeks for each Settlement Class
10 Member, populate the Settlement Class for each accordingly, and send each Settlement Class
11 Member the Notice Packet. The Settlement Administrator shall send the Notice Packet to each
12 Class Member by first-class, United States mail.

13 The Notice Packet shall include an easily understood statement alerting Class Members
14 that, unless they elect to Opt-Out of the Class Settlement, the Settlement Class Member is
15 releasing and waiving all Released Claims against Defendant, and the Released Parties, and shall
16 be bound by the Settlement. All individuals in the Class, including those who Opt-Out, shall be
17 informed that they will be part of the PAGA settlement whether or not they elect to Opt-Out of
18 the Class Settlement.

19 The Class Notice shall be a pre-printed notice similar to the form attached here as Exhibit
20 A - subject to the Court’s approval. The Class Notice shall inform Settlement Class Members of
21 his/her estimated share of the Settlement and the estimated number of Work Weeks he/she
22 worked during the Class Period. The Class Notice also shall include an explanation of the pro
23 rata distribution formula.

24 Class Members may dispute Defendant’s record of the number of Work Weeks they
25 worked during the Class Period, in accordance with Section 12, above, by submitting information
26 to the Settlement Administrator explaining the basis for such dispute no later than the Response
27 Deadline.

28 ///

1 If any Class Notice that was mailed to a Settlement Class Member is returned to the
2 Settlement Administrator by U.S. Postal Service with a forwarding address, the Settlement
3 Administrator shall promptly re-mail such notice to that forwarding address. If any Class Notice
4 that was mailed to a Settlement Class Member is returned by U.S. Postal Service without a
5 forwarding address, the Settlement Administrator shall make reasonable efforts to locate
6 forwarding addresses, including performing a skip trace search in an effort to ascertain a current
7 address for such Settlement Class Member(s) by conducting a skip-tracing of the individual, and a
8 second Class Notice will be sent to any new or different address obtained. Such Settlement Class
9 Member(s) shall have sixty (60) days from the date of the remailing of the Notice in which to
10 respond, in accordance the terms of the Response Deadline outlined in Section 1.K, above.

11 Within thirty (30) days of the Final Approval and Fairness Hearing, the Settlement
12 Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due
13 Diligence and Proof of Mailing with regard to the mailing of the Class Notice and attempts to
14 locate Class Members. The Declaration shall specify the number of Settlement Class Members to
15 whom Class Notices were sent and the number of Settlement Class Members to whom Class
16 Notices were not delivered, as well as information relating to the number of Opt-Outs and
17 objectors. Class Counsel shall file this Declaration with the Court.

18 **15. Objections to the Settlement**

19 The Class Notice shall inform the Settlement Class Members of their right to object to the
20 Class Settlement and appear at the Final Approval Hearing. Any Settlement Class Member who
21 wishes to object to the Class Settlement must submit a written objection to the Settlement
22 Administrator no later than the Response Deadline. The objection must include the case name
23 and number, and must describe, in clear and concise terms, a statement of the reasons why the
24 objector believes the Court should find that the proposed Class Settlement is not in the best
25 interest of the Settlement Class and the reasons why the Class Settlement should not be approved.
26 Any objecting Settlement Class Member may also appear at the Final Approval Hearing by
27 submitting notice of intent to appear to the Administrator no later than the Response Deadline.
28 The notice of intent to appear should identify whether the Settlement Class Member will be

1 represented by counsel at the Final Approval Hearing and be submitted concurrently with the
2 Settlement Class Member's objection, if any. The objection and/or notice of intent to appear at
3 the Final Approval Hearing may be in a substantially similar form as **Exhibit C** attached here.

4 The Settlement Administrator will promptly serve copies of any objection or notice of
5 intention to appear on Class Counsel and Defense Counsel no later than one (1) business day after
6 receipt of said Objection. Class Counsel will file all objections and notices of intent to appear
7 with the Court and serve upon all parties. Unless otherwise ordered by the Court, Settlement
8 Class Members shall not be entitled to appear and/or object at the Final Approval Hearing unless
9 they have submitted a timely written objection or notice of intent to appear. Settlement Class
10 Members who have properly and timely submitted objections may appear at the Final Approval
11 Hearing, either in person or through a lawyer retained at their own expense. Absent good cause
12 found by the Court, a Class Member who does not file and serve an objection in the manner and
13 by the Response Deadline specified in the Class Notice may be deemed to have waived all
14 objections and may be foreclosed from making any objections to the Settlement, whether by
15 appeal or otherwise.

16 **16. Opt-Out Procedure**

17 Any Class Member may elect to opt out of the Settlement by submitting a written Request
18 for Exclusion to the Settlement Administrator by the Response Deadline. The Opt-Out request
19 must contain the Settlement Class Member's name, address, telephone number, and signature.
20 The Opt-Out request can be in a substantially similar form as **Exhibit B** attached here. The
21 Settlement Administrator shall send all requests for exclusion to Defendant's counsel and Class
22 Counsel no later than one (1) business day after receipt of said Request for Exclusion.

23 The Class Notice shall include a clear statement that Class Members cannot submit both
24 an objection and an Opt-Out request. If the Settlement Administrator determines that an Opt-Out
25 request returned by a Settlement Class Member before the Response Deadline is deficient, the
26 Settlement Administrator shall mail a deficiency letter to the Settlement Class Member
27 identifying the problem. If a Settlement Class Member submits both an objection and an Opt-Out
28 request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt-Out

request were deficient. If the Class Member fails to cure the deficiency, the Objection request shall be disregarded and the Class Member will be excluded from the Settlement.

Any Class Member who elects to opt out of the Class in the manner and within the time limits specified above and in the Class Notice and Request for Exclusion Form: (1) shall not have any rights under the Amended Settlement Agreement; (2) shall not be entitled to receive any compensation under the Amended Settlement Agreement (except for his or her portion of the PAGA penalties); (3) shall not have standing to submit any objection to the Amended Settlement Agreement; and (4) shall not be bound by the Amended Settlement Agreement, except for the release of all claims brought under the Private Attorneys General Act, Labor Code Section 2698 et seq. based on the facts or claims alleged in the operative Complaint.

Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Notice and Request for Exclusion Form, all Class Members, shall be deemed to be within the Class for all purposes under this Amended Settlement Agreement, shall be bound by the terms and conditions of this Amended Settlement Agreement (including the release provisions in Paragraph 13), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Amended Settlement Agreement, and any of its terms.

If the Amended Settlement Agreement is given final approval and the Effective Date occurs, and provided Defendant pays the GSA, the Amended Settlement Agreement shall operate as a full, complete, and final release of all Plaintiffs' Released Claims, and all Released Claims of Settlement Class Members and as an effective covenant not to sue.

17. Motion for Preliminary Approval Order

After the Parties' execution of this Agreement, Plaintiffs shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) preliminarily approving the Amended Settlement Agreement and its terms;
- (2) approving the form of the Class Notice, Request for Exclusion Form, and

1 Objection and Intent to Appear Form, and finding that the proposed method of
2 disseminating the Class Notice meets the requirements of due process and is the
3 best notice practicable under the circumstances;

4 (3) establishing the procedures and the deadline by which Class Members may assert
5 objections to the certification of the Class and/or to the Settlement;

6 (4) establishing a deadline to submit papers/briefing in response to any objections and
7 for Plaintiffs to submit papers/briefing in support of final approval of the Amended
8 Settlement Agreement including the Service Award for the Class Representatives
9 and the Class Counsel Fee and Cost Award;

10 (5) establishing procedures and the deadline by which individuals may exclude
11 themselves from the Action;

12 (6) appointing Class Counsel, the Settlement Administrator, and the Class
13 Representatives; and

14 (7) setting a date for the Fairness Hearing.

15 The Amended Settlement Agreement will be submitted to the California Labor & Workforce
16 Development Agency at the same time that it is submitted to the Court for preliminary approval.

17 **18. Final Approval Order and Judgment**

18 At the Final Approval and Fairness Hearing, the Parties shall jointly move the Court for
19 the entry of a final order that includes the following provisions:

20 (1) confirming certification of the Settlement Class for settlement purposes only;

21 (2) finding that the dissemination of the Class Notice, Request for Exclusion Form,
22 and Objection and Intent to Appear Form in the form and manner ordered by the
23 Court was accomplished as directed, met the requirements of due process; and

24 (3) finally approving the Amended Settlement Agreement and the Settlement as fair,
25 reasonable and adequate within the meaning of California Rules of Court, Rule
26 3.769(c), (d), and (e), and

27 (4) for entry of a final judgment of the Action consistent with the terms of the Class
28 Settlement and California Rule of Court 3.769(h).

1 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or
2 evidence as may be required for the Court's determination.

3 The Judgment shall include the following provisions:

- 4 (1) directing the Parties to implement the terms of the Amended Settlement
5 Agreement;
- 6 (2) releasing and discharging the Released Parties from any and all liability with
7 respect to the Plaintiffs' Released Claims as hereinabove provided;
- 8 (3) releasing and discharging the Released Parties from any and all liability with
9 respect to the Released Claims as hereinabove provided;
- 10 (4) resolving and settling all of Plaintiffs' Released Claims as hereinabove provided,
11 with the release precluding them from instituting, commencing, or continuing to
12 prosecute, directly or indirectly, as an individual or collectively, representatively,
13 derivatively, or on behalf of themselves, or in any other capacity of any kind
14 whatsoever, any action in this Court, any other state court, or any arbitration or
15 mediation proceeding or any other similar proceeding, against any Released
16 Parties that asserts any claims that are Plaintiffs' Released Claims under the terms
17 of the Settlement;
- 18 (5) resolving and settling all the Released Claims by all Settlement Class Members
19 during the Class Period as hereinabove provided, with the release precluding them
20 from instituting, commencing, or continuing to prosecute, directly or indirectly, as
21 an individual or collectively, representatively, derivatively, or on behalf of himself
22 or herself, or in any other capacity of any kind whatsoever, any action in this
23 Court, any other state court, or any arbitration or mediation proceeding or any
24 other similar proceeding, against any Released Party that asserts any claims that
25 are Released Claims under the terms of the Settlement; and providing that any
26 person who violates the terms of the release by further asserting any of the
27 Released Claims against any of the Released Parties shall pay the costs and
28 attorneys' fees incurred by any Released Party as a result of the violation or if

1 otherwise authorized by applicable law, if Defendant has provided written
2 notification to that person or their designated representative of the bar against
3 asserting any of the Released Claims and the Released Party is the prevailing party
4 in an action brought by the person for the asserted barred Released Claim;

5 (6) awarding the Service Award to the Class Representatives as determined by the
6 Court;

7 (7) approving payment of the PAGA penalty allocation to the LWDA; and

8 (8) reserving continuing and exclusive jurisdiction over all matters related to the
9 administration and consummation of the terms of this Settlement and enforcement
10 of the Judgment.

11 **20. Effect of Settlement Not Being Final**

12 If the Court should, for any reason, (a) fail to approve this Amended Settlement
13 Agreement in the form agreed to by the Parties, (b) fail to grant final approval of the Settlement
14 and enter a judgment with prejudice of the Action, or (c) the approval of the Class Settlement and
15 judgment is reversed, modified or declared or rendered void, or (d) this Amended Settlement
16 Agreement is terminated or canceled pursuant to its terms, then the Class Settlement and
17 conditional class certification shall be considered null and void, and neither the Class Settlement,
18 conditional class certification, nor any of the related negotiations or proceedings, shall be of any
19 force or effect, and all Parties to the Class Settlement shall stand in the same position, without
20 prejudice, as if the Class Settlement had been neither entered into nor filed with the Court.
21 Defendant expressly reserves its right and declares that it intends to oppose class certification
22 vigorously should this Settlement not be granted final approval and the Court not enter judgment.
23 Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived
24 defects in the Amended Settlement Agreement to facilitate approval.

25 **21. Mutual Full Cooperation**

26 The Parties agree to cooperate fully with one another to accomplish and implement the
27 terms of this Amended Settlement Agreement. Such cooperation shall include, but not be limited
28 to, execution of such other documents and the taking of such other actions as may reasonably be

1 necessary to fulfill the terms of this Class Settlement. The Parties shall use their best efforts,
2 including all efforts contemplated by this Amended Settlement Agreement and any other efforts
3 that may become necessary by court order or otherwise, to effectuate this Amended Settlement
4 Agreement and the terms set forth herein. As soon as practicable after execution of this Amended
5 Settlement Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel,
6 shall take all necessary and reasonable steps to secure the Court's final approval of this Amended
7 Settlement Agreement.

8 **22. Duty to Support and Defend the Class Settlement**

9 The Parties agree to abide by all of the terms of the Class Settlement in good faith and to
10 support the Class Settlement fully and to use their best efforts to defend this Class Settlement
11 from any legal challenge, whether by appeal or collateral attack.

12 **23. Duties Prior to Court Approval**

13 Class Counsel shall promptly submit this Amended Settlement Agreement to the Court for
14 preliminary approval and determination by the Court as to its fairness, adequacy and
15 reasonableness. Promptly upon execution of this Amended Settlement Agreement, Class Counsel
16 shall apply to the Court for the entry of a preliminary order scheduling a hearing on the question
17 of whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as
18 to the Settlement Class Members, approving as to form and content the proposed Class Notice,
19 Exclusion Form, and Objection and Intent to Appear Form attached here as **Exhibit A, Exhibit**
20 **B, and Exhibit C**, respectively, and directing the mailing of the Class Notice to Settlement Class
21 Members. While Defendant can reserve its right to object to facts or assertions made in the
22 moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the
23 motion for preliminary approval or join in the motion.

24 **24. Tolerance of Requests for Exclusion**

25 Notwithstanding any other provision of this Amended Settlement Agreement, Defendant
26 shall retain the right, in the exercise of its sole discretion, to nullify the Amended Settlement
27 within fifteen (15) calendar days after expiration of the Response Deadline, if more than 25 Class
28 Members choose to validly and timely Request Exclusion from this Settlement. Should

Defendant exercise its right to nullify the Settlement under this Paragraph, Defendant shall be responsible for all Settlement Administration Costs incurred.

25. Different Facts

The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Amended Settlement Agreement may turn out to be other than or different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Amended Settlement Agreement shall be in all respects effective and binding despite such difference.

26. 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 herein released and discharged except as set forth herein.

27. Non-Admission

Nothing in this Amended Settlement Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward the each other or any other person. Each of the Parties has entered into this Amended Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in this Action, including but not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall constitute an admission by Defendant that the Action were properly brought as a class or representative action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each and every material

1 factual allegation and all Claims. To this end, the Class Settlement of the Action, the negotiation
2 and execution of this Amended Settlement Agreement, and all acts performed or documents
3 executed pursuant to or in furtherance of this Amended Settlement Agreement or the Class
4 Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence
5 of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual
6 allegations in the Operative Complaint in the Action; and are not, shall not be deemed to be, and
7 may not be used as, an admission or evidence of any fault or omission on the part of Defendant in
8 any civil, criminal or administrative proceeding in any court, administrative agency or other
9 tribunal.

10 **28. Media or Press**

11 Plaintiffs and Defendant, and their respective counsel, recognize, and accept that the
12 Parties to this Amended Settlement Agreement desire that the terms of this Amended Settlement
13 Agreement, the fact of the Class Settlement embodied in this Amended Settlement Agreement,
14 the disposition of the Action, and all matters relating to the litigation of the Action, including
15 discovery proceedings therein, and evidence obtained during the course of the Action, shall not be
16 discussed with or presented to the media or press.

17 **29. Construction**

18 The Parties hereto agree that the terms and conditions of this Amended Settlement
19 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between
20 the Parties and that this Amended Settlement Agreement is not to be construed in favor of or
21 against any party by reason of the extent to which any party or its counsel participated in the
22 drafting of this Amended Settlement Agreement. If any of the dates in the Amended Settlement
23 Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next
24 business day.

25 **30. Governing Law**

26 This Amended Settlement Agreement is intended to and shall be governed by the laws of
27 the State of California, without regard to conflict of law principles, in all respects, including
28 execution, interpretation, performance, and enforcement.

1 **31. Notices**

2 Any notices, requests, demands, or other communications required or permitted to be
3 given pursuant to this Amended Settlement Agreement, other than notice to the Class or Class
4 Members, shall be in writing and mailed as follows: (1) to Class Representatives, the Class, and
5 Class Counsel to the attention of Jonathan Melmed, Melmed Law Group, P.C., 1801 Century
6 Park East, Suite 850, Los Angeles, California 90067; or Gregory Wong, Barkhordarian Law
7 Firm, 6047 Bristol Parkway, Culver City, CA 90230; and (2) to Defendant and counsel for
8 Defendant, to the attention of Neal A. Fisher Jr., Perkins Coie LLP, 1888 Century Park E., Suite
9 1700, Los Angeles, California 90067.

10 **32. Captions and Interpretations**

11 Section titles or captions contained herein are inserted as a matter of convenience and for
12 reference only and in no way define, limit, extend, or describe the scope of this Amended
13 Settlement Agreement or any provision thereof.

14 **33. Modification**

15 This Amended Settlement Agreement may not be changed, altered, or modified, except in
16 writing signed by counsel for the Parties and approved by the Court. This Amended Settlement
17 Agreement may not be discharged except by performance in accordance with its terms or by a
18 writing signed by the Parties.

19 **34. Integration Clause**

20 This Amended Settlement Agreement contains the entire agreement between the Parties
21 relating to the Class Settlement of the Action and the transactions contemplated thereby, and all
22 prior or contemporaneous agreements, understandings, representations, and statements, whether
23 oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No
24 rights under this Amended Settlement Agreement may be waived except in writing as provided
25 above.

26 **35. Successors and Assigns**

27 This Amended Settlement Agreement shall be binding upon and inure to the benefit of the
28 Parties and Settlement Class Members (excluding only persons who timely Opt-Out) and their

1 respective present and former heirs, trustees, executors, administrators, representatives, officers,
2 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,
3 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries,
4 affiliates, related companies, joint ventures, predecessors, successors, and assigns.

5 **36. Corporate Signatories**

6 Any person executing this Amended Settlement Agreement or any such related document
7 on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for
8 the benefit of all Parties hereto, that such person has been duly authorized by such corporation or
9 partnership to execute this Amended Settlement Agreement or any such related document.

10 **37. Execution in Counterparts**

11 This Amended Settlement Agreement shall become effective upon its execution by all of
12 the undersigned. The Parties may execute this Amended Settlement Agreement in counterparts,
13 and execution of counterparts shall have the same force and effect as if all Settling Parties had
14 signed the same instrument.

15 **38. Attorney Fees, Costs and Expenses**

16 Except as otherwise specifically provided for herein, each party shall bear his or its own
17 attorney fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the
18 Action and shall not seek reimbursement thereof from any other party to this Amended
19 Settlement Agreement.

20 **39. Jurisdiction of the Court**

21 Any dispute regarding the interpretation or validity of, or otherwise arising out of the
22 Settlement, or relating to the Action or the Released Claims, shall be subject to the exclusive
23 jurisdiction of the Court. The Plaintiffs, Class Members, and Defendant agree to submit to the
24 personal and exclusive jurisdiction of the Court. The Parties agree that the Court shall retain
25 jurisdiction with respect to the interpretation, implementation and enforcement of the terms of
26 this Amended Settlement Agreement and all orders and judgments entered in connection
27 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for
28

1 purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement
2 and all orders and judgments entered in connection therewith.

3 **40. Dispute Resolution**

4 Any disputes arising out of or relating to the Amended Settlement Agreement will be
5 submitted to Joel Grossman, Esq. for mediation. The Parties will split the costs of the mediator
6 and all Parties will bear their own attorneys' fees and other costs incurred.

7 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Amended
8 Settlement Agreement on the date below their signatures or the signature of their representatives.
9 The date of the Amended Settlement Agreement shall be the date of the latest signature.

10 Dated: February ____, 2022
11 Feb 25, 2022

By: 
Stephanie Camarillo
On behalf of herself, and the Class

12 Dated: February ____, 2022
13 Feb 25, 2022

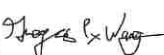
By: 
Edgar Leon
On behalf of himself, and the Class

14 Dated: February ____, 2022

By: _____
Sergio Bernal
On behalf of himself, and the Class

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17 Dated: February ____, 2022
18 Feb 25, 2022

By: 
Gregory Wong
Attorneys for Plaintiffs and the Class

19 Dated: February ____, 2022

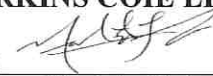
By: _____
Jonathan Melmed
Attorneys for Plaintiffs and the Class

21 Dated: February 23, 2022

By: 
David C. Goldberg
Sr. Vice President and General Counsel of
Defendant SERCO, Inc.

PERKINS COIE LLP

25 Dated: February 28, 2022

By: 
Neal A. Fisher Jr.
Attorneys for Defendant

"EXHIBIT B"

**AMENDMENT TO FIRST AMENDED
JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

This Amendment to the First Amended Joint Stipulation of Class Action Settlement and Release (this "Amendment"), amends the First Amended Joint Stipulation of Class Action Settlement and Release ("Amended Settlement Agreement") made and entered into between Plaintiffs Stephanie Camarillo, Edgar Leon, and Sergio Bernal ("Plaintiffs" or "Class Representatives") on the one hand, individually and on behalf of the Class (as defined in the Amended Settlement Agreement), by and through their counsels of record Melmed Law Group, P.C. and Barkhordarian Law Firm, PLC ("Class Counsel"), and Defendant Serco, Inc. ("Defendant" or "Serco") on the other hand, by and through its counsel of record, Perkins Coie LLP, dated March 1, 2022. This Amendment is effective upon the final date of execution and delivery hereof by the Parties hereto.

WHEREAS, Plaintiffs and Defendant desire to clarify certain matters in the Amended Settlement Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, Plaintiffs and Defendant agree as follows:

1. The language in Section 15 of the Amended Settlement Agreement shall be deleted in its entirety and replaced in its entirety by the following language:

15. Objections to the Settlement

The Class Notice shall inform the Settlement Class Members of their right to object to the Class Settlement and appear at the Final Approval Hearing. Any Settlement Class Member who wishes to object to the Class Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline. The objection should include the case name and number, and describe, in clear and concise terms, a statement of the reasons why the objector believes the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved. Any objecting Settlement Class Member may also appear at the Final Approval Hearing by submitting notice of intent to appear to the Administrator no later than the Response Deadline. The notice of intent to appear should identify whether the Settlement Class Member will be represented by counsel at the Final Approval Hearing and be submitted concurrently with the Settlement Class Member's objection, if any. The objection and/or notice of intent to appear at the Final Approval Hearing may be in a substantially similar form as Exhibit C attached here.

The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel no later than one (1) business day after receipt of said Objection. Class Counsel will file all objections and notices of intent to appear with the Court and serve upon all parties. Unless otherwise ordered by the Court, Settlement Class Members shall not be entitled to appear and/or object at the Final Approval Hearing unless they have submitted a timely written objection or notice of intent to appear. Settlement Class Members who have properly and timely submitted objections may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense. Absent good cause found by the Court, a Class Member who does not object to the Class Settlement by the Final Approval Hearing may be deemed to have

waived all objections and may be foreclosed from making any objections to the Settlement, whether by appeal or otherwise.

2. The Exhibit A to the Amended Settlement Agreement titled "Notice of Settlement of Class Action and Settlement Hearing" shall be deleted in its entirety and replaced in its entirety by the Exhibit A attached to this Amendment.
3. The Exhibit B to the Amended Settlement Agreement titled "Request for Exclusion Form" shall be deleted in its entirety and replaced in its entirety by the Exhibit B attached to this Amendment.
4. The Exhibit C to the Amended Settlement Agreement titled "Objection and Intent to Appear Form" shall be deleted in its entirety and replaced in its entirety by the Exhibit C attached to this Amendment.
5. The Amended Settlement Agreement and this Amendment shall constitute the entire agreement between the Parties with respect to the subject matter therein and herein and supersedes any and all prior or contemporaneous agreements between the Parties with respect to such subject matter.
6. Except as set forth in this Amendment, the terms and conditions of the Amended Settlement Agreement remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective upon the final date of execution below.

Dated: May ____, 2022
Apr 29, 2022

By: 
Stephanie Camarillo (Apr 29, 2022 11:14 PDT)
Stephanie Camarillo
On behalf of herself, and the Class

Dated: May ____, 2022
Apr 29, 2022

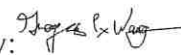
By: 
Edgar Leon (Apr 29, 2022 18:28 PDT)
Edgar Leon
On behalf of himself, and the Class

Dated: May ____, 2022

By: _____
Sergio Bernal
On behalf of himself, and the Class

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Dated: May ____, 2022
May 1, 2022

By: 
Gregory Wong
Attorneys for Plaintiffs and the Class

Dated: May ____, 2022

By: _____
Jonathan Melmed
Attorneys for Plaintiffs and the Class

Dated: May ____, 2022

By: _____
David C. Goldberg
Sr. Vice President and General Counsel of
Defendant SERCO, Inc.

PERKINS COIE LLP

Dated: May ____, 2022

By: _____
Neal A. Fisher Jr.
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective upon the final date of execution below.

Dated: May ____, 2022

By: _____
Stephanie Camarillo
On behalf of herself, and the Class

Dated: May ____, 2022

By: _____
Edgar Leon
On behalf of himself, and the Class

Dated: April 29 ____, 2022

By: _____
Sergio Bernal
On behalf of himself, and the Class

BARKHORDARIAN LAW FIRM

Dated: May ____, 2022

By: _____
Gregory Wong
Attorneys for Plaintiffs and the Class

Dated: April 29, 2022

By: _____
Jonathan Melmed
Attorneys for Plaintiffs and the Class

Dated: May ____, 2022

By: _____
David C. Goldberg
Sr. Vice President and General Counsel of
Defendant SERCO, Inc.

PERKINS COIE LLP

Dated: May ____, 2022

By: _____
Neal A. Fisher Jr.
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective upon the final date of execution below.

Dated: May ____, 2022

By: _____
Stephanie Camarillo
On behalf of herself, and the Class

Dated: May ____, 2022

By: _____
Edgar Leon
On behalf of himself, and the Class

Dated: May ____, 2022

By: _____
Sergio Bernal
On behalf of himself, and the Class

BARKHORDARIAN LAW FIRM

Dated: May ____, 2022

By: _____
Gregory Wong
Attorneys for Plaintiffs and the Class

Dated: May ____, 2022

By: _____
Jonathan Melmed
Attorneys for Plaintiffs and the Class

Dated: May 3, 2022

By:  _____
David C. Goldberg
Sr. Vice President and General Counsel of
Defendant SERCO, Inc.

PERKINS COIE LLP

Dated: May 3, 2022

By:  _____
Neal A. Fisher Jr.
Attorneys for Defendant

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT LAWSUIT AND SETTLEMENT HEARING

Sergio Bernal v. Serco, Inc.

The Superior Court of California, County of Orange

Case No. 30-2020-01150203-CU-OE-CXC

To: All Parking Enforcement Officers ("PEOs") who are or were employed by Defendant Serco, Inc. ("Serco" or "Defendant") in California between July 23, 2016 and November 16, 2020 (the "Class"):

THIS NOTICE is of a proposed settlement of a class action and Private Attorneys General Act ("PAGA") lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on **INSERT DATE** to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement ("Class Settlement") and PAGA settlement ("PAGA Settlement") contained in the First Amended Settlement Agreement.

IDENTIFYING INFORMATION

You have been identified as a putative class member and/or an allegedly aggrieved employee under PAGA in the above lawsuit.

Under the terms of the proposed Class Settlement, you are eligible to receive a share of the Net Settlement Amount (identified in the First Amended Settlement Agreement at § 1(R)) should the Court grant the settlement in full. Your share of the Net Settlement Amount is based upon Serco's records that indicate you were employed by Serco in California between July 23, 2016 and November 16, 2020 as a PEO, and worked Work Weeks during that time period. Therefore, your estimated share of the Class Settlement is approximately \$.

Under the terms of the proposed PAGA Settlement, you may be eligible to receive a portion of the PAGA Payment (identified in the First Amended Settlement Agreement at § 8) should the Court grant the settlement in full. Your portion of the PAGA Payment is based upon Serco's records that indicate you were employed by Serco in California between May 6, 2019, and November 16, 2020 as a PEO, and worked Pay Periods during that time period. Therefore, your estimated share of the PAGA Payment is approximately \$.

If you dispute the total number of Work Weeks you worked during these periods, set forth above, you must set forth the information that you believe is correct, and submit written documentation to **Settlement Administrator** not later than 60 days from the date this notice was mailed to you, or **INSERT DEADLINE**. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a share of the Net Settlement Amount and portion of the PAGA Payment identified above, and give up your right to sue on the Released Claims described in Section IV. This settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
EXCLUDE YOURSELF	You may "opt-out" of any connection with the Class Settlement including any right to a share of the Net Settlement Amount. If you choose to opt-out, you must complete and return the enclosed Request for Exclusion Form within 60 days of the date this notice was mailed to you, or by INSERT DEADLINE . All persons who validly and timely opt-out of the Class Settlement will not receive a settlement payment except for any portion of the PAGA Payment allocated to the PAGA Settlement, if any, identified above. Any person who opts out will preserve Released Claims described in Section IV subject to applicable statute of limitations, excepting any PAGA claims for the specified time period.
OBJECT	Write to the Settlement Administrator about why you do not like the settlement by submitting a written notice to the Settlement Administrator with a concise statement of the reason(s). If you choose to object, you may, BUT ARE NOT REQUIRED TO, complete and return the enclosed Objection Form within 60 days of the date this notice was mailed to you, or by INSERT DEADLINE . You may also object in person or through counsel at the Final Approval Hearing, whether or not you submit the enclosed Objection Form.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. If you intend to appear at the Final Approval

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Hearing identified below, you may, BUT ARE NOT REQUIRED TO complete and return the enclosed Objection Form within 60 days of the date this notice was mailed to you, or by **INSERT DEADLINE**.

I. Why should I read this Notice?

The Parties have proposed to settle this class action and PAGA lawsuit. You are a member of the Settlement Class and/or PAGA Settlement Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. The detailed First Amended Settlement Agreement contains the complete terms of the settlement, and is on file with the Court, where it is available for your review. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Sergio Bernal v. Serco, Inc.* is now pending in the Superior Court of the State of California, County of Orange Case No. 30-2020-01150203-CU-OE-CJC. Plaintiffs Stephanie Camarillo, Edgar Leon, and Sergio Bernal ("Plaintiffs" or "Class Representatives") have alleged claims against Serco under the California Labor Code. Plaintiffs brought this lawsuit as a class action and PAGA enforcement action on behalf of themselves and other similarly situated Serco employees, and are claiming that Serco owes wages penalties to current and former PEOs in California. In summary, Plaintiffs allege that Serco did not pay all minimum and overtime wages due, failed to authorize and permit compliant rest periods, failed to provide compliant meal periods, failed to reimburse for business expenses, failed to provide accurate wage statements provided to employees, failed to timely pay wages during and at termination of employment, and violated California's unfair completion and Private Attorney General Law. Plaintiffs allege the following causes of action: (1) failure to pay minimum wages; (2) failure to provide compliant rest periods; (3) failure to provide compliant meal periods; (4) failure to reimburse for necessary business expenses; (5) failure to provide accurate wage statements; (6) waiting time penalties; (7) failure to timely pay wages; (8) unfair competition; and (9) Penalties Pursuant to the California Private Attorneys' General Act ("PAGA"). Plaintiffs seek a monetary recovery on behalf of the Class for the alleged violations, along with interest, costs and fees.

Serco contends that it has complied with all laws and denies the allegations Plaintiffs are asserting in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiffs as to the merits of any of their individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final fairness hearing. You will not be retaliated against by Serco for electing to participate or not participate in the settlement.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Settlement Class and PAGA Settlement Class. On **INSERT DATE**, the Court granted preliminary approval of the settlement and authorized this notice. The Court defined the "Settlement Class" as including all Parking Enforcement Officers ("PEOs") who are or were employed as non-exempt hourly employees of Defendant Serco, Inc. in California between July 23, 2016 and November 16, 2020. The Court also defined the "PAGA Settlement Class" as all PEOs who are or were employed as non-exempt hourly employees of Defendant Serco, Inc. in California between May 6, 2019, and November 16, 2020. You may be a member of both the Settlement Class AND PAGA Settlement Class, or only the Settlement Class.

B. The Effect of Membership in the Settlement Class and PAGA Settlement Class. If you come within the definition of the Settlement Class, you are a Settlement Class Member unless you exclude yourself from ("opt out of") the Settlement Class by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members are eligible to receive the benefits created by the proposed settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the settlement if it is approved by the Court. Persons who exclude themselves from the Settlement Class will not be bound by the Class Settlement and will not share in the settlement proceeds but may pursue their own timely individual claims against Serco subject to applicable statute of limitations. However, you do not have the right to exclude yourself from the PAGA Settlement Class. If you are a member of the PAGA Settlement Class, you will receive your portion of the PAGA Payment (if any) and you will be bound by the PAGA release described below, regardless of whether you opt out of the Settlement Class.

IV. What are the terms of the Settlement?

The proposed settlement was negotiated with Defendant by the attorneys for the Class ("Class Counsel"). Class Counsel believes that this settlement is in the best interest of the members of the Settlement Class and PAGA Settlement Class. As part of the proposed settlement, Defendant and Class Counsel have agreed to the following:

Monetary Amounts Under the Settlement

- Defendant shall provide the members of the Settlement Class, on a non-claims-made basis, monetary compensation in the maximum total amount of \$825,000.00 (the "Gross Settlement Amount" or "GSA"), less amounts awarded by the Court for attorneys' fees and costs, settlement administration costs, service award to the Class Representative, and payments made to the California Labor and Workforce Development Agency ("LWDA") for penalties under the PAGA (the "Net Settlement Amount" or "NSA"). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be **INSERT AMOUNT**.

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- The Settlement Administrator will calculate individual Settlement Class Members' pro-rata share of the NSA for their individual settlement payment. Each Class Member's proportional share will be determined by dividing the number of Work Weeks worked by the Settlement Class Member during the Class Period ("Work Weeks") by all Work Weeks worked by Class Members between July 23, 2016 through November 16, 2020, multiplied by the NSA. The number of Work Weeks that Serco's records shows you worked is listed on the first page of this notice.
- The Settlement Administrator will also calculate individual PAGA Settlement Class Members' pro-rata shares of the \$25,000 portion of the PAGA Payment distributable to the PAGA Settlement Class Members. Each PAGA Settlement Class Member's proportional share will be determined by dividing the number of pay periods worked by the PAGA Settlement Class Member during the PAGA Period by all pay periods worked by the PAGA Settlement Class Members during the PAGA Period. The number of pay periods that Serco's records shows you worked during the PAGA Period is listed on the first page of this notice. The remaining \$75,000 portion of the PAGA Payment shall be paid to the LWDA.
- Defendant, through the Settlement Administrator, shall pay the amounts awarded by the Court for attorneys' fees and costs, settlement administration expenses, service award to the Class Representatives, payment to the California LWDA for PAGA penalties, employer side payroll taxes, and the amounts owed to the Settlement Class Members, within sixty (60) business days after the Effective Date of the First Amended Settlement Agreement. The Effective Date is defined as follows: (1) the date of final affirmation of the Final Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval, or if review is granted, the date of final affirmation of the Final Approval following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval or the final dismissal of any proceeding to review the Final Approval, provided that the Final Approval is affirmed and/or not reversed in any part; or (3) if no putative class members intervene but objections are filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval of the Settlement, as determined under Rule 8.104(a)(3) of the California Rules of Court or (4) if no putative class members intervene and there are no objections, the date the Court enters the Final Approval Order and Final Judgment. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari, or, (ii) if a petition for a writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

Release

- Upon the Court's final approval of the settlement, a judgment will be entered fully and finally settling the action as to Plaintiffs and all Settlement Class Members.
- As a result of the settlement and judgment to be entered, all Settlement Class Members hereby release and discharge, for the time period from July 23, 2016 through November 16, 2020, Defendant and all of its past, present and future parent companies, subsidiaries, affiliates, entities, divisions, general and limited partners, joint ventures and affiliates, and agents, and each of their respective former and current employees, principals, managing agents, members, officers, directors, investors, partners, legal representatives, accountants, trustees, administrators, real or alleged alter egos, predecessors, successors, transferees, assigns and insurers (collectively, the "Released Parties") from any and all claims for wages, statutory and civil penalties, damages, liquidated damages, premiums, interest, attorneys' fees and costs, that were pled, or that could have been pled based on the facts alleged in the operative Complaint, under state, local, or federal law, including the California Labor Code, the Industrial Welfare Commission Wage Orders ("IWC"), California Business and Professions Code, and the Fair Labor Standards Act ("FLSA"), arising out of the allegations in the present Action, during the Class Period, including, but not limited to, claims for failure to provide compliant meal and/or rest breaks, failure to pay meal and rest break premiums, failure to pay all hours worked and all compensation due, including minimum wages and overtime, failure to provide expense reimbursements, failure to provide accurate wage statements, waiting time penalties, derivative claims for violation of section 17200 et seq. of the Business and Professions Code, and recovery of statutory and/or civil penalties under the California Labor Code, including, but not limited to, penalties pursuant to PAGA and California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802 as well as attorneys' fees, interest and costs for the foregoing claims ("Released Claims"). Additionally, the Parties agree that they do not intend payments under the Class Settlement to be compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, and thus the release of those plans under the Class Settlement is appropriate.
- As a result of the settlement and judgment to be entered, all PAGA Settlement Class Members hereby release and discharge, for the time period from May 6, 2019, through November 16, 2020 (the "PAGA Period"), the Released Parties from any and all claims for civil penalties pleaded, or that could have been pleaded based on the facts alleged in the operative Complaint, under the California Private Attorneys' General Act of 2004, Cal. Lab. Code, § 2699, et seq. ("PAGA"), arising out of the allegations in the present Action, during the PAGA Period, as well as attorneys' fees, interest and costs. Additionally, the Parties agree that they do not intend payments under the PAGA Settlement to be compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, and thus the release of those plans under the First Amended Settlement Agreement is appropriate.
- **If you do NOT exclude yourself from the Settlement Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the First Amended Settlement Agreement. Even if you exclude yourself from the Settlement Class, you will still receive your portion of the PAGA Payment and be bound by the release of your PAGA claims described in the preceding paragraph.**

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this settlement does not need to do anything. If you do not elect to exclude yourself from the Class Settlement and are deemed an eligible Settlement Class Member, you will receive a payment should the settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to **INSERT SETTLEMENT ADMINISTRATOR INFORMATION** or contact the Settlement Administrator by phone at [REDACTED]. You may also view the online web page the Settlement Administrator will maintain pertaining to this settlement at **[INSERT WEBSITE]**.

VI. Who represents the Class?

The Court has designated Plaintiffs Stephanie Camarillo, Edgar Leon, and Sergio Bernal to serve as Class Representatives in this lawsuit. The law firms that serve as Class Counsel are Barkhordarian Law Firm and Melmed Law Group, P.C. Class Counsel can be reached as follows:

John F. Litwin, Barkhordarian Law Firm, 6047 Bristol Parkway, Culver City, CA 90230, (323) 450-2777; Jonathan Melmed, Melmed Law Group, P.C., 1801 Century Park East, Suite 850, Los Angeles, California 90067, (310) 824-3828.

VII. What are the reasons for the Settlement?

Class Counsel agreed to enter into this proposed settlement after weighing the risks and benefits to the Settlement Class and PAGA Settlement Class of the First Amended Settlement Agreement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be

Questions? Please Call: [REDACTED]

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determined. Class Counsel balanced these and other substantial risks in determining that the proposed settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendant agreed to this proposed settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow it to focus on continuing to provide quality service to its customers.

VIII. What are my rights and options? How Do I request exclusion from the Settlement?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Settlement Class Member, you will be represented by Class Counsel but will have the right to receive your share of the Class Settlement and PAGA Settlement proceeds. If the settlement is approved by the Court, you will be bound by the terms of the settlement which will result in a release of the Released Claims.

B. Second, you may remain a member of the Class but elect to hire your own attorney to represent you. If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney may send a Notice of Appearance to the Settlement Administrator at the address listed in Section V, so that it is **postmarked** on or before **INSERT DATE**. Even though your own attorney represents you, you will continue to be a Settlement Class Member. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Third, you may exclude yourself from the Settlement Class (But not the PAGA Settlement Class). If you are a member of the Class but do not want to remain in the Settlement Class, you may exclude yourself ("opt out"). If you exclude yourself from the Settlement Class, you will lose any right to participate in the Class Settlement including any right to receive a settlement payment. You will also lose the right to have objections you might have to the Class Settlement considered by the Court before it rules on the settlement. You will be free to pursue any claims you may have against Defendant on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. In order to exclude yourself from the Settlement Class, you must complete and sign the accompanying Request for Exclusion Form. Requests for Exclusion must be sent to the Settlement Administrator at the address listed in Section V, **postmarked** on or before **INSERT DATE**. **If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the First Amended Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Settlement. You have no right to request to exclude yourself from the PAGA Settlement. Even if you exclude yourself from the Settlement Class, you will nevertheless receive your portion of \$25,000 which has been allocated to the PAGA Payment, and you will be bound by the release of the PAGA claims described above.**

D. Fourth, you may remain a member of the Settlement Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Class Settlement, to the Application for Attorneys' Fees and Costs, and/or to the Application for Service Award. If you do not exclude yourself from the Settlement Class, you may object to the certification of the Settlement Class, to the terms of the proposed settlement, and/or to the applications for attorneys' fees, costs, and service award. To do so, you or your own attorney may submit a written objection. If you wish to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the Settlement, you may state so with the objection. You are not required to submit an objection or a notice of intent to appear in advance of attending or objecting at the Final Approval Hearing.

All Objection Forms with any accompanying evidence and papers should be submitted to the Settlement Administrator at the address listed in Section V, **postmarked** on or before **INSERT DATE**. **You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.**

Please note that you **MAY NOT BOTH REQUEST TO EXCLUDE YOURSELF FROM THE SETTLEMENT AND OBJECT TO THE SETTLEMENT.** Should you both request to exclude yourself from the settlement, as well as object the certification of the settlement, the administrator will contact you and attempt to clarify which one option you intend to select. Should the Administrator be unable to clarify which option you wish to choose, ***you will be excluded from the settlement, and your objection will be disregarded.***

IX. When is the court hearing and what is it for?

On **INSERT FINAL APPROVAL HEARING DATE**, the Court will hold a public hearing in Courtroom [] of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd, Santa Ana, CA 92701, for the purposes of determining whether the proposed settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for service award. This hearing may be continued or rescheduled by the Court without further notice. Class Members who support the proposed settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed settlement are not required to attend the Final Approval Hearing. If you want to be heard verbally in support of or in opposition to the settlement, either personally or through counsel, you may appear at the Final Approval Hearing. If you choose to appear, you must comply with all court rules regarding social distancing and masking with facial coverings. To arrange an appearance by phone or videoconference, please contact Class Counsel and ask for assistance to make such an appearance.

X. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion Form, the enclosed Objection Form, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact

Questions? Please Call: []

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information listed in Section V), for more information or to request that a copy of this Notice, Request for Exclusion Form, or Objection Form to be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the First Amended Settlement Agreement (attached to the Declaration of [REDACTED] in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement filed on INSERT DATE) and the Addendum to the First Amended Settlement Agreement filed on INSERT DATE, containing the complete terms of the proposed Settlement, which is on file with the Court and available online through the Court's online docket: <https://civilwebshopping.occourts.org/Login.do>. Once you accept the terms for accessing the Court's online docket, you can search for this case by identifying the case number (30-2020-01150203-CU-OE-CXC) and year the case was filed (2020).

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

Questions? Please Call: [REDACTED]

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"EXHIBIT D"

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Sergio Bernal v. Serco, Inc.

The Superior Court of California, County of Orange

Case No. 30-2020-01150203-CU-OE-CXC

TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2022, TO: **INSERT SETTLEMENT ADMINISTRATOR INFORMATION**. YOU MAY NOT EXCLUDE YOURSELF FROM THE PAGA SETTLEMENT CLASS. YOU WILL RECEIVE ANY PORTION OF THE PAGA PAYMENT TO WHICH YOU MAY BE ENTITLED, WHETHER OR NOT YOU EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED CLASS SETTLEMENT. IF YOU WANT TO RECEIVE A CLASS SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

Please note that you may not both request to exclude yourself from the Class Settlement and object to the Class Settlement. Should you both request to exclude yourself from the Class Settlement, as well as object to the certification of the Class Settlement, the Administrator will contact you and attempt to clarify which one option you intend to select. Should the Administrator be unable to clarify which option you wish to select, you will be excluded from the Class Settlement, and your objection will be deemed invalid.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the Class Settlement in *Sergio Bernal v. Serco, Inc.* Case No. 30-2020-01150203-CU-OE-CXC. I understand by not participating and excluding myself from the Class Settlement, that I will not receive any money, other than a small share attributed to PAGA claims, from the settlement of this action.

Executed on _____, 2022.

(Signature)

[Printed name to be inserted prior to mailing by Settlement
Administrator.]

"EXHIBIT E"

EXHIBIT C

OBJECTION FORM

Sergio Bernal v. Serco, Inc.

The Superior Court of California, County of Orange
Case No. 30-2020-01150203-CU-OE-CXC

TO OBJECT TO THE SETTLEMENT, YOU MAY SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2022, TO: **INSERT SETTLEMENT ADMINISTRATOR INFORMATION**. WHETHER OR NOT YOU SIGN AND RETURN THIS FORM, YOU AND/OR YOUR ATTORNEY MAY STILL APPEAR AT THE FINAL APPROVAL HEARING SCHEDULED FOR **INSERT DATE** AND OBJECT IN PERSON.

NOTE: DO NOT COMPLETE OR RETURN THIS FORM UNLESS YOU INTEND TO OBJECT TO THE PROPOSED SETTLEMENT.

Class Member's Name: _____

Class Member's Address: _____

Class Member's Telephone: _____

OBJECTION TO SETTLEMENT:

☐ I received notice of a settlement, and I object to the class action Settlement in the above-referenced case. The reasons for my objection are set forth below (attach additional sheets if more space is required and please copies of any documents that you wish to submit in support of your objection).

OPTIONAL - NOTICE OF INTENT TO APPEAR AT FINAL APPROVAL HEARING:

(NOTE: You are not required to attend the Final Approval Hearing or identify whether you intend to appear at the Final Approval Hearing. However, you may share whether you intend to appear for the Final Approval Hearing by selecting from one of the following options.)

☐ I do not intend to appear at the Final Approval Hearing.

☐ I intend to personally appear at the Final Approval Hearing.

☐ I intend to appear at the Final Approval Hearing through my personal attorney. The contact information for my attorney is as follows: _____

Executed on _____, 2022.

(Signature)

[Printed name to be inserted prior to mailing by Settlement Administrator.]