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TIEN PHAM and CHASITY BENNETT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TIEN PHAM, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees,	) Case No.: 20STCV31808)) <i>[Assigned to: Hon. Christopher K. Lui]</i>)
Plaintiffs,	) CLASS ACTION) Declaration of Adam N. Bouayad) in Support of Plaintiff's Motion for) Preliminary Approval of Class Action) Settlement
vs.	) <i>[Filed concurrently with Plaintiff's Notice of</i>) <i>Motion and Motion for Preliminary Approval of</i>) <i>Class Action Settlement; Memorandum of</i>) <i>Points and Authorities; and [Proposed] Order]</i>)
SEVEN POINTS MANAGEMENT, a California corporation; WALNUT LLC, a California corporation, 3030 WALNUT LLC, a California corporation; 3008 WALNUT LLC, a California corporation; CAMERON DAMWIJK, an individual, and DOES 1-20,	) Date: September 23, 2026) Time: 8:30 a.m.) Dept: 734)) <i>Complaint filed: August 19, 2020</i>)))
Defendants.	)

1 I, Adam N. Bouayad, declare as follows:

2 I am counsel of record for Plaintiffs Tien Pham and Chasity Bennett in this action. I am a
3 principal of Workplace Rights Law Group, LLP and an attorney licensed to practice law in the
4 State of California. I submit this declaration in support of Plaintiffs' Motion for Preliminary
5 Approval of Class Action Settlement. If called as a witness, I would testify honestly to the below
6 facts based on my personal knowledge. Attached to this declaration are true and correct copies of
7 the following documents and records:

8 **Exhibit 1** is a true and correct copy of the parties' Class Action "Stipulation of
9 Settlement" ("Settlement"). Attached to the Settlement as **Exhibits A** and B thereto are a
10 "Notice of Pendency of Class Action and Proposed Settlement" and "Notice of Individual
11 Settlement Award", respectively.

12 **Exhibit 2** is the Declaration of Julie Green on Behalf of CPT Group, which reflects
13 CPT's reasonable fees and expenses of Eleven Thousand Seven Hundred Fifty Dollars
14 (\$11,750.00) for administering the Settlement.

15 **Exhibit 3** is the Declaration of Class Representative Tien Pham.

16 **Exhibit 4** is the Declaration of Class Representative Chasity Bennet.

17 **Exhibit 5** is the "[Proposed] Judgement Approving Settlement, Awards, Costs and Fees"
18 pursuant to Cal. Rules of Cour, rule 3.769(h), which was requested by the Court in its May 24,
19 203 Ruling re Motion for Preliminary Approval of Class Action/PAGA Settlement.

20 **Exhibit 6** is a true and correct copy reflecting my firms August 24, 2026, Proposed
21 Settlement Submission to the Labor and Workforce Development Agency ("LWDA").

22 1. **The Parties.** Defendant Walnut LLP ("Walnut" or "Defendant") is a licensed
23 cultivator and distributor of cannabis (or "marijuana"). During the relevant period, Defendant
24 maintained a location in the County of Los Angeles. Plaintiff Tien Pham ("Pham") was
25 employed from May 2019 until July 2019 as a second lead supervisor engaged in building
26 Walnut's grow areas (e.g. install lighting and irrigation; setting up grow tables, etc...) prior to
27 opening. (**Exh. 3, ¶2**) During Pham's employment with Walnut he was treated as an
28

1 independent contractor. (*Id.*) Plaintiff Chasity Bennett (“Bennett”) worked for Walnut from
2 October 2019 until November 2021 as a Lead Maintenance Tech. (**Exh. 4, ¶2.**) During Bennett’s
3 employment she was treated as a non-exempt W-2 employee. (*Id.*) (Pham and Bennett will
4 collectively be referred to as “Plaintiffs”.)

5 2. **The Dispute.** Plaintiffs allege class claims for: (i) failure to pay straight time; (ii)
6 failure to pay overtime; (iii) failure to provide compliant meal periods; (iv) failure to provide
7 compliant rest breaks; (v) failure to provide sick pay/leave; (vi) failure to provide itemized
8 employee wage statements and keep records; (vii) failure to reimburse/illegal deductions; (viii)
9 failure to pay all wages owed upon separation of employment. As a result of the foregoing
10 alleged violations, Plaintiffs contend that Defendant is further liable to Plaintiffs and the
11 Settlement Class (defined below) because it engaged in unlawful business practices. Plaintiffs
12 Complaint further alleges that Defendant is liable for civil penalties pursuant to the Labor Code
13 Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) as a result of the
14 aforementioned alleged violations of the California Labor Code and for willful misclassification.
15 These claims are alleged in Plaintiffs’ Amended Complaint for Class Action Damages and
16 PAGA Penalties.
17

18 3. **Summary of the Investigation, Litigation, and Informal Discovery.** In May of
19 2020, Plaintiff Tien Pham sought legal advice and counsel regarding employment issues
20 perceived as affecting him and his co-workers. At that time, Plaintiff Pham provided me with his
21 various Walnut employment records and check stubs in connection with his employment there.
22 Based on my analysis of said records and conversations with Mr. Pham, on June 12, 2020, I
23 submitted on Mr. Pham’s behalf an Initial PAGA Notice to the Labor and Workforce and
24 Development Agency (“PAGA Letter”). Subsequent to that, on August 19, 2020, I filed Plaintiff
25 Pham’s “Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA
26 §§2698, et seq.” against Defendant Walnut, LLP.
27

28 After our August 19, 2020, filing, Plaintiffs served Requests for Production and
Special Interrogatories, which Defendant Walnut timely responded to. Subsequent to

1 serving written discovery, the parties agreed to go to mediation. However, it was also agreed
2 that prior to mediation, Walnut would produce sufficient records/information so Plaintiffs
3 could adequately investigate their claims prior to any settlement. Pursuant to that, Walnut
4 produced a sample of time records and payroll data, as well as its wage and hour policies and
5 other relevant documents and information. Specifically, Walnut provided Plaintiffs with a
6 sample of payroll and time records; and contact information, for sixty (60) current and former
7 independent contractors and W-2 employees. Walnut also provided its written wage and hour
8 policies and procedures; and job descriptions, in effect during the relevant period. Additionally,
9 Walnut provided the dates of employment/pay periods for the four hundred and twenty-one (421)
10 Class Members. The W-2 Worker Sub-Class consists of 394 individuals and the Independent
11 Contractor Sub-Class consists of 27 individuals. As for the payroll and time records for the sixty
12 (60) current and former independent contractors and W-2 employees, these records were
13 statistically reliable because the employees chosen to be included in the sample represented a
14 cross-section of the various job positions within Walnut. Additionally, the records came from
15 both long-term and short-term employees. The goal was to get a holistic view of Walnut's wage
16 and hour practices and the only way to do that was to see how each job description, across shifts,
17 operated. So, the sixty (60) employee payroll and time records I reviewed related to current and
18 former Walnut employees employed as Packaging Technicians, Security Specialists,
19 Maintenance Technicians, Cultivation Technicians, Trim Technicians, Temporary Workers, Prep
20 Supervisors, Sanitation Technician, Packaging Supervisors, Fertigation Technicians, Cultivation
21 Supervisors, Sanitation Supervisors, Fertigation Technicians, Distribution Drivers, Prep
22 Technicians, Fulfilment Technicians, Harvest Technicians, Cure Technicians, Trim Leads,
23 Metric Specialists, Quality Technicians, Administrative Assistants, and other individuals
24 identified as independent contractors. In addition to reviewing these employee payroll and time
25 records, I personally called and interviewed a similar cross-section of current and former Walnut
26 employees, including Class Representative Chasity Benntt. I obtained the contact information for
27 those current and former Walnut Employees I interviewed by phone from Walnut as part of my
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1 investigation process. After my detailed review of the payroll and time records; wage and hour
2 policies; and extensive telephone interviews with employee witnesses, which I personally
3 participated in, Class Counsel drew on their extensive experience in similar cases to assess the
4 strengths and weaknesses of Plaintiffs' case. Therefore, the parties had sufficient information
5 to evaluate the strengths and weaknesses of their claims and defenses. Additionally, my
6 discovery, investigation and interviews prior to mediation covered both the PAGA and Class
7 claims for the following reasons. *First*, as to the claims, the PAGA and Class claims are
8 wage and hour claims that are duplicative of one another, i.e., meal and rest break
9 violations, minimum wage/overtime claims, etc. *Second*, as to the relevant period for said
10 claims, there too is overlap as Plaintiff's PAGA Letter was filed with the LWDA on June
11 12, 2020, which means the PAGA claims at issue go back to June 12, 2019, which is
12 essentially the start of Walnut's operations. Thus, the PAGA and Class claims at issue
13 overlap completely with regards to the claims themselves and the time periods at issue. As
14 such, the discovery/investigation identified above naturally covered both the PAGA and
15 Class claims Plaintiffs now seek to settle.
16

17 On April 26, 2022, the parties participated in a full day mediation with the Honorable
18 Carl J. West (Ret.), an experienced and respected wage and hour class action mediator at JAMS.
19 During the parties' all-day mediation, each side was represented by their respective counsel.
20 The parties vigorously debated their opposing legal positions, the likelihood of certification of
21 Plaintiffs' claims and the legal basis for the claims and defenses. Ultimately, the parties agreed
22 in principle on a class-wide resolution. In the weeks that followed, the parties finalized the terms
23 of settlement and executed the Settlement. That parties' Stipulation of Settlement has since been
24 modified as a result of the Court's previous denials of Plaintiffs' Motions for Preliminary
25 Approval of Class Action Settlement. Attached hereto as **Exhibit "1"** is a true and correct copy
26 of the parties' most current fully executed Stipulation of Settlement ("Settlement"). The
27 Settlement represents a compromise and settlement of highly disputed claims. Additionally,
28

1 pursuant to the agreement to resolve this matter on a class-wide basis, on May 26, 2022,
2 Plaintiff's filed a First Amended Complaint adding Class Representative Chasity Bennett and
3 alleging class claims on behalf of both Plaintiffs.

4 **4. Settlement.** We worked diligently after mediation to prepare a long form
5 settlement agreement, a true and correct copy of which is attached in full as **Exhibit 1** to this
6 declaration. A true and correct copy of the Class Notice is attached as **Attachment A** thereto.
7 This document will be mailed to each class member in accordance with the notice procedures of
8 the Settlement.

9 **The Proposed Settlement**

10 **5.** The resolution reached at mediation is memorialized in the "Stipulation of
11 Settlement" attached hereto as **Exhibit 1** and referred to as the "Settlement."

12 **6.** As broken down on the table set forth in the accompanying Memorandum of
13 Points and Authorities, the Net Settlement Amount is calculated pursuant to the terms of the
14 Settlement by taking the Gross Settlement Amount of \$396,000 and subtracting the Attorneys'
15 Fees, Litigation Costs, Service Award, the Settlement Administrator's Costs, and the PAGA
16 Payment to the LWDA, with the balance being disbursed to participating class members under
17 the terms and procedures of the Settlement.

18 **7. The Class** includes the following:

19 **"W-2 Worker Sub-Class":** 394 current and former non-exempt W-2 employees who
20 worked for Defendant Walnut in California during the time period of August 19, 2017, through
21 June 21, 2022 (a total of 20,836 workweeks), at an average wage of \$17.90/hr., and whose
22 members worked on average 52.8 workweeks; and

23 **"Independent Contractor Sub-Class":** 27 current and former individuals who worked
24 for Walnut in California as independent contractors during the time period of August 17, 2017,
25 through June 21, 2022, who worked 978 workweeks, and whose members worked on average
26 36.2 workweeks.
27
28

1 There are a total of 421 Settlement Class Members and 21,814 workweeks in the Class
2 Period.

3 8. The W-2 Worker Sub-Class employees worked approximately 52.8 weeks on
4 average (20,836 workweeks /394 class members =52.8 weeks) during the class period. 75% of
5 the GSA will be allocated to this sub-class or \$297,000.00 (75% x \$396,000 = \$297,000). That
6 means the average workweek is worth \$14.25 (\$297,000/20,836). That makes the average gross
7 payout \$14.25 x 52.8 = \$752.40 gross. The NSA on average for each sub-class member is
8 \$147,286/20,836 = \$7.07 x 52.8 = **\$373.29 net** after accounting for all deductions like attorneys'
9 fees, costs, and administration expenses, without the need to submit a claim form.

10 The Independent Contractor Sub-Class employees worked approximately 36.2
11 weeks on average (978 workweeks /27 class members =36.2 weeks) during the class period.
12 25% of the GSA will be allocated to this sub-class or \$99,000.00 (25% x \$396,000 = \$99,000).
13 That means the average workweek is worth \$101.23 (\$99,000/978). That makes the average
14 gross payout \$ 101.23 x 36.2 = \$3664.53 gross. The NSA on average for each independent
15 contractor sub-class member is (\$49,095/978 = \$50.20 x 36.2 = **\$1817.22 net** after accounting
16 for all deductions like attorneys' fees, costs, and administration expenses, without the need to
17 submit a claim form.

18
19 **Preliminary Approval Standards**

20 9. My experience in wage and hour class action litigation is described below. We
21 have engaged in significant pre-litigation investigation, witness interviews, formal and informal
22 discovery, damage analysis, and other litigation efforts on behalf of Plaintiffs and the putative
23 class. My office has extensive experience litigating class actions on behalf of both plaintiffs and
24 defendants as our practice focuses on wage and hour claims arising under California and federal
25 law. The Workplace Rights Law Group has already invested significantly in the investigation,
26 litigation, and resolution of this case and will continue to devote the necessary resources to bring
27 the matter through final approval and conclusion.
28

1 10. Defense counsel are skilled and sophisticated lawyers, with significant class
2 action experience, from the law firm of Akerman, LLP. Defense counsels' defense and counsel
3 to their client throughout this case is reflective of their substantial skill and experience in similar
4 litigation.

5 11. Ultimately, the settlement is fair, reasonable, and in the best interest of the class in
6 light of the monetary recovery, difficulties of this litigation, the developing state of the law, risks
7 of certification/decertification, summary adjudication, the lengthy process of establishing
8 damages, and delay and uncertainty of appeals.

9 12. My office will continue to represent Plaintiffs and the best interests of the putative
10 class throughout final approval of the proposed settlement in this case. Neither my office nor
11 Plaintiffs have any conflicts of interests with the class as a whole or with any individual class
12 member. There are no ancillary agreements made in connection with the proposed settlement
13 between or among Plaintiff, Defendants, or their respective counsel of record.

14
15 **Amount in Controversy and Risks of Continued Litigation**

16 **The W-2 Worker Sub-Class**

17 13. In reaching the decision to settle this case, my office, in conjunction with our
18 clients, considered the risks of proceeding with the litigation. These threshold risks involved a
19 denial of class certification on all or some of the claims. Additionally, these risks included the
20 burdens of proof to establish liability, the merits of the defenses raised by Defendant, the
21 difficulties in establishing damages for purposes of proof at trial (and for purposes of
22 manageability or class certification challenges), the likelihood of success at trial, and the
23 probability of appeal in the event of a favorable judgment.

24 14. Based on the data and information provided by Defendant, my office calculated
25 the realistic potential damage exposure for the underlying W-2 Worker Sub-Class to be
26 approximately \$337,768.82, exclusive of PAGA penalties and interest. This represents the
27 realistic amount Plaintiffs would recover in the event Plaintiff's claims were successfully
28 certified as a class action, and Plaintiffs were able to establish liability on each of these claims at

1 trial. The maximum potential damages estimate is based on our office's review and analysis of
2 the data, and policies, and information provided by Defendant, Plaintiff and Class Members. The
3 GSA of \$297,000 represents around 83 percent of the realistic exposure set forth above. A
4 detailed explanation of Plaintiffs' evaluation is as follows:

5 **a. Unpaid Hours Worked/Straight Time**

6 15. Plaintiffs' cause of action for uncompensated off-the-clock hours worked concerns
7 the work performed off-the-clock, reasonably estimated at approximately 10 minutes per each of
8 week of 20,836 work weeks and an average wage of \$17.90 /hour the exposure totaling
9 \$62,508.00. This represents the amount of alleged unpaid wages Plaintiffs would have obtained
10 at trial in the event they certified the class, overcame hurdles on the burden of proof, and proved
11 100 percent of the claim for the Class.

12 Furthermore, paired with Defendant's denial of this fact, its facially compliant policies,
13 this claim was unlikely to be certified.

14 Accordingly, to account for realistic exposure of this claim, Plaintiff reduced the
15 maximum amount to 50 percent of its maximum value, representing its likelihood of success on
16 the merits in light of evidentiary issues. Plaintiffs therefore attributes final reasonable exposure
17 of \$31,254.00 attributed to the respective off-the-clock claims.

18 **b. Failure to Pay All Overtime Wages**

19 16. Plaintiffs' cause of action for unpaid overtime wages is primarily based on the
20 allegation that Defendant required employees to work off the clock. Assuming each class
21 member spent approximately 20 minutes a pay period working off the clock, and 50% of this
22 time resulted in overtime, and workweeks of 20,836, and an average wage of \$17.90 /hour the
23 exposure totaling \$93,241.10. This represents the amount of alleged unpaid overtime wages
24 Plaintiffs would have obtained at trial in the event they certified the class, overcame hurdles on
25 the burden of proof, and proved 100 percent of the claim for the Class.

26 Plaintiffs believe this argument was meritorious and would have prevailed. However, the
27 off the clock claim appear to not be as widespread as initially understood. Therefore, for class
28

1 certification purposes, this claim may have been subject to attack on the basis of prevalence and
2 commonality, in the sense that the small unpaid wage balance owed was demonstrative of a
3 discrete, rather than prevalent or common issue.

4 Accordingly, to account for realistic exposure of this claim, Plaintiffs modestly reduced
5 the exposure to 50 percent of its maximum value, in light of the relative strengths of the claim,
6 but accounting for issues at the class certification stage. Plaintiffs therefore attributes final
7 reasonable exposure of \$46,620.55 attributed to the respective overtime claims.

8 **c. Meal Period Violations**

9 17. Plaintiffs' cause of action for unpaid meal period premiums is based on the
10 allegation that Defendants did not consistently pay meal period premiums when employees
11 missed a meal period, received a late meal period, or received a short meal period (less than 30
12 minutes). Assuming 1 missed meal period per workweek, the total exposure amounts to
13 \$372,964.40.
14

15 However, given Defendant's compliant meal period policies and Defendant's denial of
16 this practice, this claim would have been relatively difficult to prove.

17 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
18 exposure to 20 percent of its maximum value. Plaintiffs therefore attributes a final reasonable
19 exposure of \$74 592.88 to the respective meal period claims.

20 **d. Rest Period Violations**

21 18. Plaintiffs' cause of action for unpaid rest period premiums is based on the
22 allegation that Defendant did not consistently pay rest period premiums when employees missed
23 a rest period or received a short or interrupted rest period. Plaintiffs' claim assumed that
24 employees did not receive a fully compliant rest period on one out of every five shifts over 3.5
25 hours in length during the class period. The sum of unpaid rest period premiums for this claim is
26 \$372,964.40, when assuming 1 unpaid rest period premiums per workweek. However,
27 Defendants maintained lawful written rest period policies, and Plaintiff and the Class did indeed
28 confirm that rest periods were provided, though not always possible due to the work demands.

1 Accordingly, to account for realistic exposure of this claim, Plaintiff sreduced the likely
2 exposure to 10 percent of its maximum value. Plaintiffs therefore attributes final reasonable
3 exposure of \$37,296 attributed to the respective rest period claims.

4 **e. Failure to Pay Sick Leave Pay**

5 19. Plaintiffs' cause of action for unpaid paid sick leave wages is also primarily based
6 on the allegation that Defendant did not provide sick pay to this sub-class.

7 Assuming each sub-class member suffered one sick day during their employment we
8 have 394 unpaid sick pay days. This in turn leads to a potential liability of \$56,420.8.

9 For the same reasons as discussed above for the unpaid overtime claim, Plaintiff
10 smodestly reduced the exposure to 20 percent, totaling \$11,284.16 in underpaid sick leave.

11 **f. Wage Statement Violations**

12 20. Plaintiffs contended that Defendants' wage statements were non-compliant. There
13 were approximately 10,418 pay periods during the wage statement liability period. As a result,
14 applying Labor Code § 226's \$50 per initial pay period penalty the total exposure for the wage
15 statement claim is \$520,900.00, which represents the amount of alleged wage statement penalties
16 Plaintiffs would have obtained at trial in the event they certified the class, overcame hurdles on
17 the burden of proof, and proved 100 percent of the wage statement claim for the Class.

18 However, a recent opinion from the California Supreme Court, *Naranjo v. Spectrum*
19 *Security Services, Inc.* Case No. S279397 (May 6, 2024) rendered derivative wage statement
20 violations challenging to obtain full penalties based on the idea of good faith compliance. Ninth
21 Circuit adverse authority on the issue of standing with respect to Labor Code § 226(a) claims
22 exists in *Magadia v. Wal-Mart Associates*, No. 19-16184 (9th Cir., May 28, 2021). Defendant
23 would have relied on these and other authorities to argue that Plaintiffs were unable to obtain
24 wage statement penalties, particularly on derivative claims where the wage statements reflect
25 what was actually paid.
26

27 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
28 exposure to 10 percent of its maximum value. Plaintiffs therefore attribute a final reasonable

1 exposure of \$52,090.00 to the respective wage statement claims.

2 **g. Waiting Time Penalties**

3 21. Plaintiffs contended that Defendant is liable for waiting time penalties because it
4 failed to pay all minimum and overtime wages to the Class. Based on an estimated 394 aggrieved
5 employees, the waiting time penalty amount to exposure of \$1,692,624. This amount represents
6 the alleged waiting time penalties Plaintiffs would have obtained for the Class at trial in the event
7 they certified the class, overcame hurdles on the burden of proof, proved 100 percent of the
8 underlying wage claims, and provided Defendant willfully failed to pay all wages owed under
9 Labor Code § 203.

10 However, Defendant argued that Plaintiffs could not prove the “willful” prong needed to
11 obtain waiting time penalties under Labor Code § 203. Moreover, Plaintiffs would have to
12 overcome damaging precedent to prove an entitlement to the penalties. Based on Plaintiffs’
13 counsels’ review of how Defendant handled breaks and meal periods and off the clock work and
14 that Defendant denied any such wrong doing, this claim would have been difficult to prove at
15 trial..

16 Accordingly, Plaintiff negotiated and discounted the maximum wage statement penalties
17 to 5 percent of the asserted exposure, which represents a reduction of the waiting time penalties
18 to account for strong factual and legal defenses, for a final reasonable estimate of \$84,631.20.
19 attributed to the respective waiting time penalty claim.

20 **Independent Contractor Sub-Class**

21 22. 27 individuals worked for Walnut in California as independent contractors during
22 the time period of August 17, 2017, through June 21, 2022, which amounts to 978 workweeks,
23 an average of 36.2 workweeks per individual. They were each paid \$250.00 per day and worked
24 on average ten (10) hours per day Monday – Friday. Because 40 hours is the most. The average
25 wage is \$25.00/hour.

26 23. In reaching the decision to settle this case, my office, in conjunction with our
27 clients, considered the risks of proceeding with the litigation. These threshold risks involved a
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1 denial of class certification on all or some of the claims, including the independent contractor sub
2 class. Additionally, these risks included the burdens of proof to establish liability, the merits of
3 the defenses raised by Defendant, the difficulties in establishing damages for purposes of proof
4 at trial (and for purposes of manageability or class certification challenges), the likelihood of
5 success at trial, and the probability of appeal in the event of a favorable judgment.

6 24. Based on the data and information provided by Defendants, my office calculated
7 the realistic potential damage exposure for the underlying Independent Contractor Sub-Class to
8 be approximately \$122, 265.00 exclusive of PAGA penalties and interest. This represents the
9 realistic amount Plaintiffs would recover in the event Plaintiffs' claims were successfully
10 certified as a class action, and Plaintiffs were able to establish liability on each of these claims at
11 trial. The maximum potential damages estimate is based on our office's review and analysis of
12 the data, and policies, and information provided by Defendants, Plaintiffs and Class Members.
13 The GSA of \$99,000 represents around 81 % of the realistic exposure set forth above. A detailed
14 explanation of Plaintiffs' evaluation is as follows:

15
16 **a. Unpaid Hours Worked/Straight Time**

17 25. Plaintiffs' cause of action for uncompensated off-the-clock hours does not apply
18 to the Independent Contractor sub-class because they were paid a flat rate per day. There is no
19 reliable way to calculate how many minutes and hours they worked each day.

20 **b. Failure to Pay All Overtime Wages**

21 26. Plaintiffs' cause of action for unpaid overtime wages is primarily based on the
22 allegation that Defendant required the independent contractors to work 10 hours a day. This is
23 consistent with our investigation. Hence individuals in this sub-class would be entitled to two (2)
24 hours of overtime each day: $\$25.00 \times 1.5 + \37.5 . Hence individuals in this sub-class would be
25 entitled to $2 \times \$12.50 = \$25.00/\text{day}$ or $\$125.00/\text{week}$. $978 \text{ workweeks} \times \$125.00 = \$122, 250.00$

26 Plaintiff believes this argument was meritorious and would have prevailed. However,
27 there is a risk that this claim may not be certified for class treatment. Accordingly, we reduce this
28 claim by 50%. Plaintiffs therefore attribute a final reasonable exposure of \$61,125.00 attributed

1 to the overtime claims.

2 **c. Meal Period Violations**

3 27. The Independent Contractors were subject to the same meal period practices as
4 the individuals working in the W-2 sub-class. Plaintiffs' cause of action for unpaid meal period
5 premiums is based on the allegation that Defendants did not consistently pay meal period
6 premiums when employees missed a meal period, received a late meal period, or received a short
7 meal period (less than 30 minutes). Assuming 1 missed meal period per workweek, the total
8 exposure amounts to $\$25.00 \times 978 = \$24,450.00$.

9 However, given Defendant's compliant meal period policies and Defendant's denial of
10 this practice, this claim would have been relatively difficult to prove.

11 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
12 exposure to 20 percent of its maximum value. Plaintiffs therefore attribute a final reasonable
13 exposure of \$4,890.00 to the respective meal period claims.
14

15 **d. Rest Period Violations**

16 28. Plaintiffs' cause of action for unpaid rest period premiums is based on the
17 allegation that Defendant did not consistently pay rest period premiums when employees missed
18 a rest period or received a short or interrupted rest period. Plaintiffs' claim assumed that
19 employees did not receive a fully compliant rest period per workweek. Assuming 1 missed rest
20 meal period per workweek, the total exposure amounts to $\$25.00 \times 978 = \$24,450.00$. However,
21 Defendant maintained lawful written rest period policies, and Plaintiffs and the Class did indeed
22 confirm that rest periods were provided, though not always possible due to the work demands.

23 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
24 exposure to 20 percent of its maximum value. Plaintiffs therefore attributes final reasonable
25 exposure of \$4,890.00 attributed to the respective rest period claims.

26 **e. Failure to Pay Sick Leave Pay**

27 29. Plaintiffs' cause of action for unpaid paid sick leave wages is also primarily based
28 on the allegation that Defendant did not provide sick pay to this sub-class.

1 Assuming each sub-class member suffered one sick day during their employment we
2 have 27 unpaid sick pay days. This in turn leads to a potential liability of \$5,400.

3 For the same reasons as discussed above for the unpaid overtime claim, Plaintiff
4 smoderately reduced the exposure to 20 percent, totaling \$1,080 in underpaid sick leave.

5 **f. Wage Statement Violations**

6 30. Plaintiffs contended that Defendant's wage statements were non-compliant. There
7 were approximately 978 pay periods during the wage statement liability period. As a result,
8 applying Labor Code § 226's \$50 per initial pay period penalty the total exposure for the wage
9 statement claim is \$48,900.00, which represents the amount of alleged wage statement penalties
10 Plaintiffs would have obtained at trial in the event they certified the class, overcame hurdles on
11 the burden of proof, and proved 100 percent of the wage statement claim for the Class.
12

13 However, a recent opinion from the California Supreme Court, *Naranjo v. Spectrum*
14 *Security Services, Inc.* Case No. S279397 (May 6, 2024) rendered derivative wage statement
15 violations challenging to obtain full penalties based on the idea of good faith compliance. Ninth
16 Circuit adverse authority on the issue of standing with respect to Labor Code § 226(a) claims
17 exists in *Magadia v. Wal-Mart Associates*, No. 19-16184 (9th Cir., May 28, 2021). Defendants
18 would have relied on these and other authorities to argue that Plaintiffs were unable to obtain
19 wage statement penalties, particularly on derivative claims where the wage statements reflect
20 what was actually paid.

21 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
22 exposure to 20 percent of its maximum value. Plaintiffs therefore attribute a final reasonable
23 exposure of \$9,780.00 to the respective wage statement claims.

24 **g. Waiting Time Penalties**

25 31. Plaintiffs contended that Defendant is liable for waiting time penalties because it
26 failed to pay all minimum and overtime wages to the Class. Based on an estimated 27 putative
27 class members, the waiting time penalty amount is as follows: $\$250 \times 30 \text{ days} = \$7,500.00 \times 27$
28 $= \$202,500.00$. This amount represents the alleged waiting time penalties Plaintiffs would have

1 obtained for the Class at trial in the event they certified the class, overcame hurdles on the
2 burden of proof, proved 100 percent of the underlying wage claims, and provided Defendant
3 willfully failed to pay all wages owed under Labor Code § 203.

4 However, Defendant argued that Plaintiffs could not prove the “willful” prong needed to
5 obtain waiting time penalties under Labor Code § 203. Moreover, Plaintiffs would have to
6 overcome damaging precedent to prove an entitlement to the penalties. Based on Plaintiffs’
7 counsels’ review of how Defendant handled breaks and meal periods and off the clock work and
8 that Defendant denied any such wrong doing, this claim would have been difficult to prove at
9 trial..

10 Accordingly, Plaintiffs negotiated and discounted the maximum wage statement penalties
11 to 20% of the asserted exposure, which represents a reduction of the waiting time penalties to
12 account for strong factual and legal defenses, for a final reasonable estimate of \$40,500.00.
13 attributed to the respective waiting time penalty claim.

14
15 **PAGA Penalties**

16 32. Plaintiffs also seek civil penalties under the PAGA because of the foregoing
17 alleged Labor Code violations. Walnut argues that Plaintiffs’ PAGA claim will fail for the same
18 reasons their underlying claims will fail. (Id; (see Price v. Starbucks Corp. (2011) 192
19 Cal.App.4th 1136, 1147 [“Because the underlying causes of action fail, the derivative UCL and
20 PAGA claims also fail.”]). Defendant also maintains that, given its good faith defenses, this Court
21 would exercise its discretion to substantially reduce any PAGA penalties if it were to find
22 Defendant liable for any of Plaintiffs’ claims. (see Lab. Code § 2699(e)(2); Thurman v. Bayshore
23 Transit Mgmt., Inc. (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA
24 penalties); Fleming v. Covidien Inc. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPX),
25 2011 WL 7563047, at *4 [reducing PAGA penalties from \$2.8 million to \$500,000].)
26 Additionally, Defendant argues that any penalties under the PAGA would be below the \$100
27 threshold because it would be an initial penalty. (Labor Code §2699(f)(2).)

28 33. Based on the merits of the parties’ arguments and defenses; current case law;

1 and my experience handling Class and PAGA actions, I believe the parties' settlement is
2 fair, reasonable, and adequate, and in the best interests of my clients, the LWDA, Aggrieved
3 Employees, and the Settlement Class. If settlement is not approved in this case, the parties
4 will be required to further litigate this case, which will result in significant additional time,
5 cost and expense on motions for class certification, PMK depositions, and trial. This would
6 needlessly add additional time and expense for an outcome that is too uncertain to justify
7 such an expenditure of significant additional time, cost and expense for the reasons stated
8 herein.

9 **Attorneys' Fees and Costs**

10 34. My office will file a motion for reimbursement of verified litigation expenses and
11 an award of fees not to exceed 33.33 percent of the total settlement amount. The request for fees
12 as a percentage of the common fund is reasonable in light of the amount recovered, result
13 obtained for the class, hours expended, and other relevant factors, and will be supported by
14 additional evidence submitted at the final approval stage, including support for the reasonable
15 hourly rate, hours, and additional factors justifying the request for attorneys' fees and
16 reimbursement of litigation costs advanced on a contingent-fee basis.

17 **Service Award to Plaintiffs**

18 35. The Settlement provides for service awards to Plaintiffs Pham (\$10,000.00) and
19 Bennett (\$6,000.00) as an additional payment to recognize their substantial effort, risk, and
20 initiative in assisting with the prosecution and resolution of this case. Plaintiffs were dedicated
21 and invested considerable time and energy assisting their attorneys with the prosecution of the
22 action. Plaintiffs' steadfast contributions in light of the risks and stresses of the case litigation
23 should be acknowledged. (See **Exh. 3** (Decl. of Pham) and **Exh. 4** (Decl. of Bennett) attached)

24 **Settlement Administrator**

25 36. The Settlement Administrator will pay out the Total Monetary Settlement Amount
26 to itself reasonable fees and expenses of Eleven Thousand Seven Hundred Fifty Dollars
27 (\$11,750.00), after such payment has been approved by the Court. I sought other quotes from
28

1 settlement administrators and found CPT Group to be fair and reasonable, and it has historically
2 been a reliable administrator in my experience. CPT Group is a well-known and respected
3 Settlement Administrator and should be approved by the Court. A true and correct copy of the
4 firm Curriculum Vitae is attached hereto as **Exhibit “2”**. (See **Exh. “A”** to Decl. of Julie Green on
5 Behalf of CPT Group, Inc.) At this time, CPT Group submitted a quote for its *costs for*
6 *administration* in the amount Eleven Thousand Seven Hundred Fifty Dollars (\$11,750.00) (See
7 **Exh. “B”** to Decl. of Julie Green on Behalf of CPT Group, Inc., which is attached hereto as
8 **Exhibit s, ¶12**) The amount quoted is fair as it is at or below other quotes I received from other
9 settlement administrators such as Kroll, ILYM Group and JND Legal Administration.
10 Furthermore, the rate remains today even though some time has passed since the quote was
11 issues. I know this because I’ve been in contact with CPT Group who has confirmed the quote
12 remains the same today.

13
14 37. In this case, ***both notice will be given in both English and Cambodian as those***
15 ***are the primary languages used by members of the two Sub-Classes at issue.*** (**Exhibit 2, ¶8**)
16 We have no evidence that any other language predominate amounts the settlement class.

17 38. CPT, as a settlement administrator, offers sufficient security procedures and
18 insurance; and a reliable means to provide notice to Class Members regarding any change of date
19 or location of hearing; and how notice of the final judgment will be given to the class. (**Exhibit**
20 **2, ¶¶8-11**)

21 39. **Notice Administration** – As stated in the Declaration of Julie Green on Behalf of
22 CPT Group, Inc., “[n]otice of Final Judgment as well as any notice of changes to the date or
23 location of the Final Hearing will be posted on the dedicated website as referenced above in
24 paragraph 8. The website address or a hyperlink will be displayed on all class notifications.”
25 (**Id.**, ¶9.)

26 **Experience & Adequacy of Counsel**

27 40. Plaintiff’s Counsel are experienced in civil litigation and representative actions.
28

1 My personal experience arises from over nineteen (19) years of practice exclusively in the area
2 of labor and employment defense. While Workplace Rights Law Group is a relatively young
3 Plaintiffs firm, over the past fifteen (17) years I've been practicing labor and employment
4 defense at Wolflick, Khachaturian & Bouayad, APC, which I continue to work at while also
5 working at Workplace Rights Law group. During my tenure at Wolflick, Khachaturian &
6 Bouayad some of the significant PAGA and/or class action wage and hour cases I've been the
7 primary attorney on are as follows: *Abraham Ornelas, et al. v. Ross Stores, Inc.*, Riverside
8 County Superior, Case No. RIC1306637; *Gregory Brock v. Golden Rain Foundation*, Orange
9 County Superior Court, Case No. 30-2017-00952709-CU-OE-CXC; *Belen Morales v. Crown*
10 *Poly, Inc.*, Los Angeles County Superior Court, Case No. BC699641; *Noelle Chalmers v.*
11 *Healing Care Hospice, Inc.*, Los Angeles County Superior Court, Case No. BC676450; *Gilberto*
12 *Ayala v. Sierra Landscape Development*, Los Angeles County Superior Court, Case No.
13 19STCV23768; *Augustine Pedroza Labra v. Ross Dress For Less, Inc.*, Alameda County
14 Superior Court, Case No. 20065903; *Huong Thien Nguyen Donley v. Formfactor, Inc.*, San
15 Diego Superior Court, Case No.37-2020-0008918-CU-OE-CTL; *Jeffery Branson f. Mladen*
16 *Buntich*, San Bernardino County Superior Court, Case No. CIVDS1609129; *Kim Kang v. Hi-*
17 *Temp Metals, Inc., et al.*, Case No. 21CHCV00176; *Maria Sandoval-Gonzalez v. One Source*
18 *Facility Solution, Inc., et al.* Case No. 302018-00972572-CU-OE-CXC. During my tenure at
19 Workplace Rights Law Group, my firm has prosecuted the following PAGA and/or class actions
20 in the Los Angeles Superior Court: *Peter Neil v. The Verge Company, et al.*, et al., Case No.
21 20ETCV10184; *Sinnathamby Raj Selvarajah, et al. v. World Oil Marketing Co., et al.*, Los
22 Angeles County Superior Court, Case No. 20STCV15659; *Chris Haas, et al. v. Driven*
23 *Deliveries, Inc., et al.*, Case No. 20STCV19564; *Martis v. Rescue Services International, Ltd., et*
24 *al.* Case No. 20STCV11133; and *Rosas v. Kids Empire Anaheim, LLC, et al.*, Case No.
25 21STCV26133. I conducted an in-depth review of Defendant's policies, timekeeping and
26 payroll records; personally spoke with putative class members; and drew on my extensive
27 experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case.
28

41. My educational background is as follows. In 2002 I graduated *cum laude* from the University of California, Los Angeles. In 2006, I graduated from California Western School of Law where I also served as an Honors Instructor.

Concluding Statements

42. In sum, I believe that the settlement in this case is fair, reasonable, and in the best interests of the class in light of the monetary recovery, challenges of the case, recent developments in wage and hour law, the risks of certification and decertification, adverse summary adjudication rulings, and the lengthy process of establishing damages, and potential appeals. The resolution presented an excellent opportunity for the class to obtain a robust and substantial settlement of \$396,000, which should be approved. The settlement was reached only after extensive evaluation and review of employment records, and arm's-length negotiation and mediation with a seasoned wage and hour class action mediator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct based on my firsthand knowledge.

Respectfully submitted,

Workplace Rights Law Group, LLP

Dated: August 24, 2026

By:

ADAM N. BOUAYAD
Attorney for Plaintiffs

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiffs Tien Pham and Chasity Bennett (collectively hereinafter "Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Walnut LLC (hereinafter "Defendant"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Adam N. Bouayad and Gregory D. Wolflick of Workplace Rights Law Group, LLP ("Class Counsel"). Defendant is represented by Damien P. DeLaney and Felipe Gomez of Akerman, LLP ("Defendant's Counsel").

On August 19, 2020, Plaintiff Tien Pham filed a Private Attorneys General Act lawsuit against Defendant in Los Angeles County Superior Court, in the matter entitled *Tien Pham v. Seven Points Management, et al.*, Case No. 20STCV31808 (hereinafter "Lawsuit").

On April 26, 2022, the Parties attended mediation with the Honorable Carl J. West, a respected jurist and mediator of wage and hour class actions. During the mediation, each side, represented by its respective counsel, was able to agree to settle the Lawsuit which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the parties.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Lawsuit of Plaintiffs or the Settlement Class have merit or that Defendant bears any liability to Plaintiffs or the Settlement Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

An Amended Complaint to include class claims and a new Plaintiff/Class Representative, Chasity Bennett, was filed on May 26, 2022. (initial Complaint and Amended Class Complaint shall collectively hereinafter be referred to as the "Complaint"). Plaintiffs' Complaint alleges class claims for: (i) failure to pay straight time; (ii) failure to pay overtime; (iii) failure to provide compliant meal periods; (iv) failure to provide compliant rest breaks; (v) failure to provide sick pay/leave; (vi) failure to provide itemized employee wage statements and keep records; (vii) failure to reimburse/illegal deductions; (viii) failure to pay all wages owed upon separation of employment. As a result of the foregoing alleged violations, Plaintiffs contend that Defendant is further liable to Plaintiffs and the Settlement Class (defined below) because it engaged in unlawful business practices. Plaintiffs Complaint further alleges that Defendant is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* ("PAGA") as a result of the aforementioned alleged violations of the California Labor Code and for willful misclassification.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All non-exempt hourly employees employed in California by Defendants from August 19, 2017, through June 21, 2022, who allegedly suffered one or more of the following violations:

- a. Failure to receive earned straight time, or minimum wages;
- b. Failure to receive earned wages at the overtime rate of pay;
- c. Failure to receive compliant meal periods and failure to receive one (1) hours of pay at the employee's regular rate of compensation for each work day in which a compliant meal period was not authorized, permitted or provided;
- d. Failure to receive compliant rest breaks and failure to receive one (1) hours of pay at the employees regular rate of compensation for each work day in which a compliant rest break was not authorized, permitted or provided;
- e. Failure to receive legally accrued sick leave, notice of accrued sick leave or protection from discipline, discharge, demotion or termination for taking sick leave that otherwise should have been protected/paid;
- f. Failure to receive the timely payment of all earned wages at the time of termination or resignation from Defendants;
- g. Failure to receive accurate itemized wage statements pursuant to Labor Code §226 and/or maintain accurate records as required by Labor Code §1174;
- h. Failure to receive reimbursement for expenses necessarily incurred as a direct consequence of the discharge of their duties as employees;
- i. Being subject to the illegal deduction of wages, earned bonuses and/or incentive pay by Defendants.
- j. Unlawful misclassification of employees as an independent contractors.

2. For purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Subclasses:

- a. Employees treated as non-exempt hourly W-2 employees ("W-2 Worker Sub-Class") who were subject to one or more of the alleged violations identified in Paragraph 1 above, from August 19, 2017 through June 21, 2022; and
- b. Employees who were classified as independent contractors ("Independent Contractor Sub-Class") and who were subject to one or more of the alleged violations identified in Paragraph 1 above, from August 19, 2017 through June 21, 2022.

Collectively, the "W-2 Worker Sub-Class" and "Independent Contractor Sub-Class" are referred to as the "Settlement Class members" or "Class members."

The time period of August 19, 2017 through June 21, 2022, shall be referred to herein as the "Class Period."

The time period of June 12, 2019 through June 21, 2022, shall be referred to herein as the "PAGA Period."

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, including but not limited to named Defendants Seven Points Management, LLC, and Cameron Damwijk (collectively the "Released Parties"), as follows:

- A. Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the Complaint (or will be pled in any future amended complaint as set forth herein), or which could have been pled in any of the Complaints filed or to be filed based on the factual allegations therein, that arose during the Class Period ("Released Claims") with respect to the following claims: (a) failure to pay straight time; (b) failure to pay overtime; (c) failure to provide compliant meal periods; (d) failure to provide compliant rest breaks; (e) failure to provide sick pay/leave; (f) failure to provide itemized employee wage statements and keep records; (g) failure to reimburse/illegal deductions; (h) failure to pay all wages owed upon separation of employment; (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (j) willful misclassification; and (h) all claims alleged under the California Labor Code Private Attorneys General Act of 2004, or that could have been premised on the facts, claims, causes of action or legal theories described above.
- B. In light of their Class Representative Service Award and other consideration given, Plaintiffs Tien Pham and Chasity Bennett agree to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state or local law against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs Tien Pham and Chasity Bennett understand that this release includes unknown claims and that they, as a result, waive all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by

him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay the "Gross Settlement Amount" of Three Hundred Ninety-Six Thousand Dollars and Zero Cents (\$396,000.00) in full and complete settlement of the Lawsuit, as follows:

- A. The Parties have agreed to engage CPT Group, Inc. as the "Claims Administrator" or "Settlement Administrator" to administer this Settlement.
- B. With the exception of the Claims Administrator's fees, if otherwise required by the Claims Administrator, the Gross Settlement Amount shall be deposited with the Claims Administrator no later than thirty (30) calendar days of the **Effective Date** (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement that includes all payments contemplated in this resolution, which consist of the following:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Claims Administrator and settlement administration, which are anticipated to be no greater than Eleven Thousand Seven Hundred and Fifty Dollars (\$11,750.00) ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$11,750.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Settlement Class members;
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff Tien Pham's Class Representative/PAGA Representative Service Award; and up to Six Thousand Dollars and Zero Cents (\$6,000.00) for Plaintiff Chasity Bennett's Class Representative Service Award, in recognition of their contributions to the Lawsuit and their service to the Settlement Class (the "Class Representative Service Awards"). Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding. If the Court approves Class

Representative Service Awards of less than that requested for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Settlement Class members. Plaintiffs acknowledge that they are fully and solely responsible for the taxes due on their Class Representative Service Payments;

- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, which are currently estimated to be no greater than One Hundred Thirty-One Thousand Eight Hundred and Sixty-Eight Dollars (\$131,868.00) ("Class Counsel Fees Payment"), and all expenses incurred as documented in Class Counsel's billing records and supporting declaration, which are currently estimated to be no greater than Fifteen Thousand Dollars (\$15,000.00) ("Class Counsel Litigation Expenses Payment"). In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding. If the Court approves a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment less than the above amount, the remainder will be retained in the Net Settlement Amount for distribution to Participating Settlement Class members,; and
- (5) Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties (the "PAGA Payment"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eighteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$18,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00), will be payable to certain Settlement Class members as the "PAGA Amount" and will be distributed as described below.

D. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Awards, the Settlement Administration Expenses, and the amount designated as PAGA civil

penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Claims Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:

(i) Twenty Five Percent (25%) of the Net Settlement Amount shall be allocated to Independent Contractor Sub-Class Settlement Class members who worked during the Class Period, as follows: each Independent Contractor Sub-Class Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing Twenty Five Percent (25%) of the Net Settlement Amount by the total number of workweeks worked by all members of the Independent Contractor Sub-Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the Independent Contractor Sub-Class during the Class Period.

(ii) Seventy Five Percent (75%) of the Net Settlement Amount shall be allocated to the W-2 Worker Sub-Class Settlement Class members who worked during the Class Period, as follows: each W-2 Worker Sub-Class Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing Seventy Five Percent (75%) of the Net Settlement Amount by the total number of workweeks worked by all members of the W-2 Worker Sub-Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the W-2 Worker Sub-Class during the Class Period.

(iii) In addition, the PAGA Amount will be allocated as follows: each Class Member who worked for Defendant during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class Member during the PAGA Period.

B. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Claims Administrator, the Claims Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members, as well as payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Class Representative Service Awards, and the PAGA Payment in accordance with this Agreement. The Claims Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

C. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Eighty Percent (80%) as penalties and

interest; and Twenty Percent (20%) as wages. The Claims Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- D. Defendant shall fully discharge its obligations to those Settlement Class members to whom it will pay, through the Settlement Administrator, an Individual Settlement Award through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members.
- E. Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed or otherwise negotiated within 180 days after mailing will escheat to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.
- G. Non-Participating Settlement Class members will receive no settlement share, and their request to be excluded in the settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Settlement Class members.

5. **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Thirty-One Thousand Eight Hundred and Sixty-Eight Dollars (\$131,868.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the award allowed by the Court for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

6. **Class Representative Service Awards.** Defendant will not object to a request for a Class Representative Service Awards of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Class/PAGA Representative Tien Pham; and Six Thousand Dollars and Zero Cents (\$6,000.00) for Class Representative Chasity Bennett, for their time and risk in prosecuting this Lawsuit, and their service to the Settlement Class. These awards will be in addition to Plaintiffs' Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

7. **Claims Administrator.** The Parties agree to the appointment of CPT Group, Inc. as Claims Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to \$11,750.00 for the Settlement Administration Expenses. The Settlement Administrator's duties will include preparing, printing, translating, and mailing the Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; re-mailing Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Request for Exclusion; providing the Parties with weekly status reports about the delivery of Notice Packets and receipt of completed Request for Exclusion; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Settlement Class Member's settlement share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount. The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The Claims Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.**

A. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- (1) Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- (2) Appointing Adam N. Bouayad and Gregory D. Wolflick of Workplace Rights Law Group, APC as Class Counsel;

- (3) Appointing Tien Pham and Chasity Bennett as Class Representatives for the Settlement Class;
 - (4) Approving CPT Group, Inc., as Settlement Administrator;
 - (5) Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - (6) Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same;
 - (7) Approving all uncashed checks being sent to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members; and
 - (8) Scheduling a Final Approval hearing.
- H. Any disagreement among the parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator, Honorable Carl J. West, for resolution.
- I. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement.
- J. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Settlement Class members or the binding effect of the Settlement on Participating Settlement Class members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
- K. **Waiver of Right to Appeal.** Provided that the Court's Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

- L. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Settlement Class members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Awards, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Claims Administrator with the names, last known addresses, phone numbers, social security numbers (to the extent available), the dates of employment, whether the employee is/was a Misclassified Worker or W-2 Worker, and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Claims Administrator in an electronic format satisfactory to the Claims Administrator. If any of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and Defendant will make reasonable efforts to reconstruct the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in this Agreement, or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.
- B. Within ten (10) business days from receipt of this information, the Claims Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet, which shall include a "Notice of Pendency of Class Action And Proposed Settlement" and "Notice of Individual Settlement Award" (Exhs. A and B hereto), to each Settlement Class member at his or her last

known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- D. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Requests for Exclusion it receives (including the numbers of valid and deficient), and number of objections received.
- E. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. (**Exh. A** hereto) The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not meet all the requirements of (1)-(4), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be

excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. A Settlement Class Member who does not complete and mail a timely Request for Exclusion in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Settlement Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit a Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

- F. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). (Exh. A hereto) Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Notwithstanding the foregoing, any Participating Settlement Class Member may appear at the Final Approval Hearing to be heard on any objections to the Settlement even if they have not submitted a written objection as set forth in this paragraph.
- G. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the estimated amount of the Settlement Class member's Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period. (Exh. B hereto) Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Claims Administrator and postmarked by the Response Deadline. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Claims Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.

- H. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Claims Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Claims Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Claims Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.
- I. Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Settlement Class members and all Non-Participating Settlement Class members.
- J. Not later than ten (10) calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

10. **Final Approval.**

- A. Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:
- a. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- b. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
 - c. Entering judgment pursuant to California Rule of Court 3.769.
- B. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Class Representative Service Awards no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- C. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- D. If any opposition is filed to the motion for final approval, the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Awards, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Awards, the Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment.
- E. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Settlement Class members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Awards, the Class Counsel Fees Payments, or Class Counsel Litigation Expenses Payment will not constitute a material modification to the Settlement within the meaning of this paragraph.
11. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION

OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites, but may not include the name(s) of any of the Parties, or the case name or case number of the Lawsuit.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs:

Gregory D. Wolflick and Adam N. Bouayad of Workplace Rights Law Group, LLP, 130 N. Brand Blvd., Ste 420, Glendale, California 91203;
greg@workplacerrightslaw.com and
adam@workplacerrightslaw.com.

if to Defendant: Damien P. DeLaney and Felipe Gomez of Akerman LLP; 601 West Fifth Street, Suite 300, Los Angeles, California, 90071; damien.delaney@akerman.com and felipe.gomez@akerman.com.

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

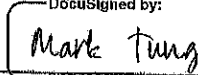
18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Continuing Jurisdiction.** The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

20. **Public Comment.** Plaintiff and Class Counsel agree not to disclose or publicize this settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the settlement, except as shall be contractually required to effectuate the terms of the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

DATED:

WALNUT LLC

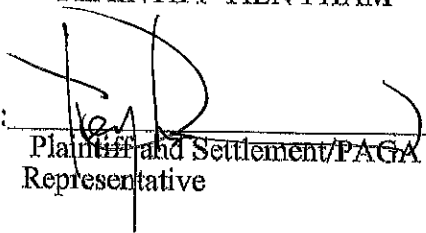
By: 
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DATED:

6/23/26

PLAINTIFF TIEN PHAM

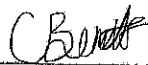
By:


Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF CHASITY BENNETT

By:

6/15/2026

Plaintiff and Settlement Class Representative

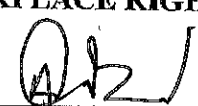
APPROVED AS TO FORM:

DATED:

6/23/26

WORKPLACE RIGHTS LAW GROUP, LLP

By:


Gregory D. Wolflick
Adam N. Bouayad
Attorneys for Plaintiffs TIEN PHAM and
CHASITY BENNETT

DATED:

AKERMAN, LLP

By:


Damien P. DeLaney
Felipe Gomez

Attorneys for Defendant WALNUT LLC

DATED:

PLAINTIFF TIEN PHAM

By: _____
Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF CHASITY BENNETT

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

WORKPLACE RIGHTS LAW GROUP, LLP

By: _____
Gregory D. Wolflick
Adam N. Bouayad
Attorneys for Plaintiffs TIEN PHAM and
CHASITY BENNETT

DATED: June 15, 2026

AKERMAN, LLP

By:  _____
Damien P. DeLahey
Felipe Gomez

Attorneys for Defendant WALNUT LLC

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TIEN PHAM on behalf of himself and all other similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

SEVEN POINTS MANAGEMENT, a California corporation; WALNUT LLC, a California Corporation; 3030 WALNUT LLC, A California corporation; 3008 WALNUT LLC, A California corporation; CAMERON DAMWIJK, an individual, and Does 1 through 20,

Defendants.

Case No. 20STCV31808

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

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

Why should you read this notice? *The Los Angeles Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in Tien Pham v. Seven Points Management, et al., Case No. 20STCV31808 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.*

The Los Angeles Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Tien Pham v. Seven Points Management, et al.*, Case No. 20STCV31808 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. The records of Defendant Walnut LLC ("Defendant" or "Walnut" or "Walnut LLC") show that you were employed at Walnut as either a non-exempt W-2 employee or 1099 independent contractor, in California between August 19, 2017, and June 21, 2022 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

"W-2 Worker Sub-Class": All current and former non-exempt W-2 employees who have worked for Walnut in California during the time period of August 19, 2017, through June 21, 2022; and

"Independent Contractor Sub-Class": All current and former individuals who worked for Walnut in California during the time period of August 19, 2017, through June 21, 2022, and were classified as independent contractors;

Collectively, the "W-2 Worker Sub-Class" and "Independent Contractor Sub-Class" are referred to as the "Settlement Class members."

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Tien Pham and Chasity Bennett ("Plaintiffs") brought this Lawsuit against Walnut LLC, seeking to assert claims on behalf of a class of current and former non-exempt employees and allegedly misclassified independent contractors who worked for Walnut LLC in California at any time from August 19, 2017 through June 21, 2022. Plaintiffs Tien Pham and Chasity Bennett are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Walnut LLC failed to pay Settlement Class members all minimum and overtime wages; failed to provide to Settlement Class members all required meal periods and rest breaks. The Lawsuit also alleges Walnut LLC failed to provide Settlement Class members their legally accrued paid sick leave, notice of accrued paid sick leave or protection from discipline, discharge, demotion or termination for taking sick leave that otherwise should have been protected. The Lawsuit further alleges Walnut LLC failed to reimburse Settlement Class members for expenses necessarily incurred by them as direct consequence of their duties as employees. The Lawsuit further alleges Walnut LLC subjected Settlement Class members to illegal deductions of wages, earned bonuses and/or incentive pay. The Lawsuit further alleges Walnut LLC failed to provide its employees with written notice pursuant to Labor Code §2810.5; and failed to keep accurate records as required by Labor Code §1174. The Lawsuit further alleges Walnut LLC misclassified employees as independent contractors. The Lawsuit further alleges that Walnut LLC failed to timely pay all earned wages to Settlement Class members upon their separation of employment from Walnut LLC. As a result of the foregoing alleged violations, Plaintiffs also allege that Walnut LLC failed to provide accurate, itemized wage statements and also engaged in unfair business practices.

Walnut LLC denies and disputes all claims alleged by Plaintiffs. Specifically, Walnut maintains that it has complied with the applicable provisions of the Labor Code at all times and denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Walnut LLC, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims or determined whether this case may proceed as a class action. However, to avoid additional expense, inconvenience, and interference with its business operations, Walnut LLC has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Walnut LLC provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Walnut LLC, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Walnut LLC, your decision about whether to participate in the Settlement will not affect your employment. California law and Walnut LLC's policies strictly prohibit unlawful retaliation. Walnut LLC will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class members:

WORKPLACE RIGHTS LAW GROUP LLP

Adam N. Bouayad

adam@workplacerightslaw.com

Gregory D. Wolflick

greg@workplacerightslaw.com

130 N. Brand Blvd., Suite 420

Glendale, California 91203 Tel: (818) 844-5200	
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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees and independent contractors who worked for Walnut LLC in California from August 19, 2017 through June 21, 2022. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Walnut as described below.

Walnut has agreed to pay \$396,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, and the Class Representatives' Service Awards. Walnut LLC's share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Walnut LLC separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$11,750.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$131,868.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representatives a Service Award in the amount of \$10,000.00 for Tien Pham and \$6,000.00 for Chasity Bennett for their service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$25,000.00 as and for alleged civil penalties (the "PAGA Payment"), payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eighteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$18,750.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below).

The NSA is estimated at approximately _____, to be shared among an estimated 421 Settlement Class members. The NSA will be divided as follows:

- (i) Twenty Five Percent (25%) of the remaining Net Settlement Amount shall be allocated to Independent Contractor Sub-Class members who worked during the Class Period, as follows: each Independent Contractor Sub-Class member shall receive a proportionate settlement share that will be calculated by (1) dividing Twenty Five Percent (25%) of the remaining Net Settlement Amount by the total number of workweeks worked by all members of the Independent Contractor Sub-Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the Independent Contractor Sub-Class during the Class Period.
- (ii) Seventy Five Percent (75%) of the remaining Net Settlement Amount shall be allocated to the W-2 Worker Sub-Class members who worked during the Class Period, as follows: each W-2 Worker Sub-Class member shall receive a proportionate settlement share that will be calculated by (1) dividing Seventy Five Percent (75%) of the remaining Net Settlement Amount by the total number of workweeks worked by all members of the W-2 Worker Sub-Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the W-2 Worker Sub-Class during the Class Period.

In addition, the PAGA Amount will be allocated as follows. Each Class Member who worked for Walnut LLC at any time from June 12, 2019 to June 21, 2022 (the "PAGA Period"), shall receive a portion of the PAGA Amount proportionate to the number of Workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class Member during the PAGA Period.

Dispute Information in Notice of Settlement Award. Your award will be based on the proportionate number of workweeks you worked during the Class Period from August 19, 2017 and June 21, 2022, and the PAGA Period from June 12, 2019 and June 21, 2022. The information contained in Walnut LLC's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a Dispute of Calculation, along with any supporting documentation, in accordance with the procedures stated in section IV of the Notice of Settlement Award. Any Dispute of Calculation, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by Walnut LLC of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Walnut LLC, as follows: With the exception of the Claims Administrator's fees, the Gross Settlement Amount shall be deposited with the Claims Administrator on the later of <<GROSS SETTLEMENT DEPOSIT DATE>> or thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

Within ten (10) calendar days following Walnut LLC's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the parties' counsel for review and approval. Within seven (7) calendar days of

approval by the parties' counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members, as well as payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Awards, and the PAGA Payment in accordance with this Agreement.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: eighty percent (80%) as penalties and interest; and twenty percent (20%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Walnut and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release Walnut LLC and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, including but not limited to named Defendants Seven Points Management and Cameron Damwijk (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in the Complaint (or will be pled in any future amended complaint as set forth herein), or which could have been pled in any of the Complaints filed or to be filed based on the factual allegations therein, that arose during the Class Period ("Released Claims") with respect to the following claims: (a) failure to pay straight time; (b) failure to pay overtime; (c) failure to provide compliant meal periods; (d) failure to provide compliant rest breaks; (e) failure to provide sick pay/leave; (f) failure to provide itemized employee wage statements and keep records; (g) failure to reimburse/illegal deductions; (h) failure to pay all wages owed upon separation of employment; (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (j) willful misclassification; and (h) all claims alleged under the California Labor Code Private Attorneys General Act of 2004, or that could have been premised on the facts, claims, causes of action or legal theories described above.

The period of the Release shall extend to the limits of the Class Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Exclude Yourself from the Settlement. If you do not wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE PHAM, ET AL. V. WALNUT, LLC, ET AL. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 76 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Tien Pham v. Seven Points Management, et al.*, Los Angeles County Superior Court Case No. 20STCV31808.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 76 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representatives. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, WALNUT LLC OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<INSERT PRELIM APPROVAL DATE>>.

EXHIBIT B

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

Tien Pham on behalf of himself and all other similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act ("PAGA")

V.

SEVEN POINTS MANAGEMENT, a California corporation; WALNUT LLC, a California Corporation; 3030 WALNUT LLC, A California corporation; 3008 WALNUT LLC, A California corporation; CAMERON DAMWUK, an individual, and Does 1 through 20

LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 20STCV31808

Please complete, sign, date and return this form to CPT, Group, Inc. <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed: _____

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Walnut LLC's records:

You were employed by Walnut LLC as [a non-exempt hourly W-2 employee/an independent contractor]
and worked a total of ___ workweeks during the time period of August 19, 2017, through June 21, 2022.

Based on the above, your Individual Settlement Award is estimated to be \$ _____.

(IV) Information Used to Calculate Your PAGA Amount:

You were employed by Walnut LLC as [a non-exempt hourly W-2 employee/an independent contractor]
and worked a total of ___ workweeks during the time period of June 12, 2019n through June 21, 2022.

Based on the above, your PAGA Amount Award is estimated to be \$ _____.

- (V) **Dispute of Calculation:** If you disagree with the information contained in Sections III or IV above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Walnut LLC's records, Walnut LLC's records will control unless you are able to provide documentation that establishes that Walnut LLC's records are mistaken. If there is a dispute about whether Walnut LLC's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT 2

1 ADAM N. BOUAYAD (SBN 248087)
2 GREGORY WOLFLICK (SBN 108699)
3 THEODORE S. KHACHATURIAN (SBN 239137)
4 WORKPLACE RIGHTS LAW GROUP, LLP
5 130 N. Brand Boulevard, Suite 420
6 Glendale, California 91203
7 Tel: (818) 844-5200
8 Email: adam@workplacelaw.com; greg@workplacelaw.com;
9 theo@workplacelaw.com
10 Attorneys for Plaintiff
11 TIEN PHAM; CHASTITY BENNETT

12 DAMIEN P. DELANEY (SBN 246476)
13 BRIAN M. NOH (SBN 293564)
14 AKERMAN LLP
15 601 West Fifth Street, Suite 300
16 Los Angeles, California 90071 Tel: (213) 688-9500
17 Email: damien.delaney@akerman.com; brian.noh@akerman.com
18 Attorneys for Defendants,
19 SEVEN POINTS MANAGEMENT, WALNUT LLC, CAMERON DAMWIJK

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 COUNTY OF LOS ANGELES

22 TIEN PHAM, as an aggrieved employee
23 pursuant to the Private Attorneys General Act
24 ("PAGA"), on behalf of the State of California
25 and other aggrieved employees,

26 Plaintiffs,

27 vs.

28 SEVEN POINTS MANAGEMENT, a
California corporation; WALNUT LLC, a
California corporation, 3030 WALNUT LLC,
a California corporation, 3008 WALNUT
LLC, a California corporation; CAMERON
DAMWIJK, an individual, and DOES 1-20,

Defendants.

Case No.: 20STCV31808

[Assigned to: Hon. Christopher K. Liu,
Dept 76]

DECLARATION OF JULIE GREEN ON
BEHALF OF CPT GROUP, INC.

1
2
3 DECLARATION OF JULIE GREEN

4 I, Julie Green, declare as follows:

5 1. I have personal knowledge of the facts set forth herein and if called upon to
6 testify, I could and would do so competently under oath.

7 2. I am employed by CPT Group, Inc., ("Settlement Administrator" or "CPT"), as
8 Senior Vice President of Operations, Class Action Services.

9 3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

10 4. For this matter, CPT is able and willing to provide Administration services as
11 provided in the parties' Settlement Agreement and described further in this declaration.

12 5. I have been employed by CPT for 19 years, managing the operations department
13 and supervising multiple notice and claims administration programs. As Senior Vice President of
14 Operations, I am responsible for the oversight, supervision and evaluation of all departments and
15 positions related to the administration of class action matters to ensure superior quality and
16 successful execution of each component required to complete the settlement process. In my career
17 at CPT, I have been responsible for the design and/or implementation of hundreds of class action
18 notice plans.

19 6. As a company, CPT has extensive experience in providing court-approved notice
20 of class actions and administering various types of notice programs and settlements. In the past
21 30-plus years, we have provided notification and/or claims administration services in thousands of
22 class action cases. CPT offers a wide range of class action administrative services for developing,
23 managing, and executing all stages of integrated settlement plans. A true and correct copy of CPT's
24 company resume ("CPT CV") is attached as Exhibit A, which provides detailed information
25 concerning our class action claims administration qualifications, and experience, as well as our
26 Information Security Statement that details CPT's procedures for the protection of confidential
27 class member information.

28 7. Except for CPT's own counsel, which is not one of the law firms representing the
parties, CPT does not have affiliation with any law firm or attorney. Neither CPT nor I have any
affiliation with the law firms representing the parties in this matter.

///

1 8. CPT was selected by the parties in the above-captioned matter to provide
2 administration services for this settlement. In this capacity, CPT will complete the following tasks
3 as part of its administration duties: (a) prepare, print, and mail to class members notification of the
4 pending settlement in both English and Cambodian; (b) establish a dedicated toll-free number
5 where class members are able to speak to a live, bi-lingual representative regarding case
6 information; (c) establish a dedicated, information-only (static) website to provide comprehensive
7 case materials to class members; (d) process undeliverable mail and locate updated addresses for
8 class members; (e) receive objections submitted by class members; (f) receive and validate
9 requests for exclusion submitted by class members; (g) notify the parties of the identity of class
10 members that filed timely requests for exclusion; (h) receive other communications about the
11 settlement; (i) file any required reports with the court; (j) establish a fund for authorized claimants;
12 (k) calculate the amounts due to each class member pursuant to the settlement; (l) make payments
13 to class members through the established fund and file all applicable tax returns; and (m) handle
14 any uncashed checks as directed by the court.

15 9. Notice of Final Judgment as well as any notice of changes to the date or location of
16 the Final Hearing will be posted on the dedicated case website as referenced above in paragraph
17 8. The website address or a hyperlink will be displayed on all class notifications.

18 10. Due to the sensitive nature of settlement administration, CPT follows a series of
19 strict protocols to protect the integrity of our work that include, but are not limited to, the
20 following: employing security controls and procedures throughout our business that comply with
21 AICPA SOC 2 Type II; requiring of secure file transfer of all Class Member data, account, and
22 wire information; multifactor authentication to secure all email accounts; monitoring each
23 endpoint with modern Data Loss Prevention ("DLP") software; implementation of strict policy
24 regarding the transmittal and storage of SI; requiring staff to complete regular cyber security
25 training; monthly external and internal vulnerability scans to ensure the integrity of our security
26 measures.

27 11. To protect against potential losses, CPT holds \$5,000,000 in Errors and Omissions
28 insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber insurance.

1 12. A true and correct copy of CPT's estimate associated with the administration of this
2 matter is attached as Exhibit B, which demonstrates how the price was calculated. It provides for
3 a flat fee of \$11,750, based on the hours and work involved as represented by counsel and the
4 terms of the parties' Settlement Agreement at the time the quote was provided. This is a fixed fee
5 so long as the class size has been accurately represented.
6

7 I declare under penalty of perjury under the laws of the United States and state of
8 California that the foregoing is true and correct.
9

10 Executed on April 2, 2024, at Irvine, California.
11

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13 
14 JULIE GREEN
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EXHIBIT A

CURRICULUM VITAE

50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900

CPT 
Class Action Administrators

COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administered over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic; it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 24/7 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.



EXPERIENCE

Class Action Administrators

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

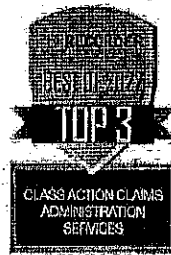
- **Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13669373.** (Top Settlements, 2020) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- **Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP No. 0543.** (Top Settlements, 2019) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- **Sanchez v. McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888.** (Top Settlements, 2019) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- **Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416.** (Top Settlements, 2018) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- **Abdullah v. U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.).** (Top Settlements, 2018) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- **Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:15-cv-01183 (D. Utah).** This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- **Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.).** CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-check, and ACH.
- **Livingston v. MITAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.).** In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- **Lim, et al. v. In re Vendt, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897.** In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.



Class Action Administrators

EXPERIENCE

- *Maei v. Evanger's Dog and Cat Food Co., Inc., et al.* Case No. NO. 3:17-cv-05469-RBL (W.D. Wash.): Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- *Jacobo, et al. v. Ross Stores, Inc.* Case No. 2:15-cv-04701-MWF-AGR (C.D. Cal.): In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- *Gold, et al. v. Lumber Liquidators, Inc.* Case No. NO. 3:14-cv-05373-RS (N.D. Cal.): The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- *Bokelman, et al. v. Zippy's/FGH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00204-RJB-RFP*: Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- *Colaman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. DD1C18008152*: Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- *Christofferson, et al. v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000*: Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 9.79% filing rate.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN, Senior Vice President of Operations Notice Expert

With 17 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and/or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a B.A. in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, Director of Marketing & Business Development Notice Expert

Mrs. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 14 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

DOMINIQUE FITE, ESQ., Vice President, Business Development

Dominique Fite has over a 14 years of experience in the class action space - as both a former class action attorney and business development specialist. Based in San Diego, she offers expertise, strategic advice, and cost-effective customized solutions to clients Nationwide during the developing stages of the class action notice and administration processes in all practice areas, including consumer protection, ERISA, securities, employment, data breach, and antitrust matters. Dominique received her J.D. from American University, Washington College of Law where she was a member of the Moot Court Executive Board and Team and Marshall-Brennan Fellow and a B.A. from New York University, where she graduated magna cum laude. She is a member of the Association of Business Trial Lawyers, Consumer Attorneys of California and the American Bar Association.

JACQUELINE N.K. HITOMI, Director of Settlement & Treasury Services

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted point of contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES, Director of Operations

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



Class Action Administrators

J. LES GAINOUS, Software Development Manager

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 500 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

ALEJANDRA ZARATE, Supervising Case Manager

Alejandra Zarate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2015. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a Web development assistant and helped develop a web page for students interested in taking off-campus classes.

TIM CUNNINGHAM, Supervising Case Manager

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

CAROLE THOMPSON, Supervising Case Manager

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

TARUS DANCY Supervising Case Manager

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement, Bellare, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

EXHIBITS

EXHIBIT 1: CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2: CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS



INFORMATION SECURITY STATEMENT Confidential

Class Action Administrators

CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with AICPA SOC 2 Type II. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy Information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

Confidential

12) Company conducts a monthly third-party, credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and CrowdStrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member information:

- Identity and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member information via a secure transmission protocol through Citrix ShareFile FTP which secures files during transfer with SSL/TLS encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member information.
- Appropriately configured and updated firewall, antivirus, and spyware software.
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning.

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT Confidential

(5) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) "Class Member Information" means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) "Client" means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) "Client Data" means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) "Company" means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) "Sensitive Personal Information" means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.





TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodestroy after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

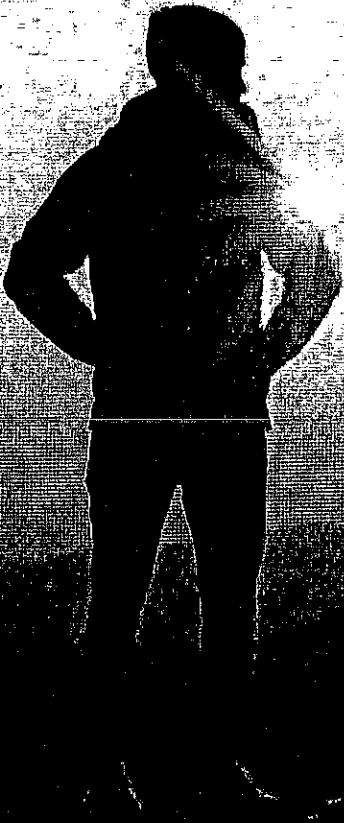
Outgoing from QSF to Plaintiff Counsel.

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.



The Industry's Premier
Class Action Administrator



**CPT Group is the Nation's
premier Class Action Claims
Administrator handling a
broad spectrum of cases with
value-added, single-source
expertise, and premier service.**

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administer with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From Informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to-date, aware of all contingencies, and respond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow
Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our on-site print/mail house and web-development team, not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belair West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/webpage
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • FACA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT B

CASE NAME: PHAM V. SEVEN POINTS MANAGEMENT

Requesting Attorney: Adam N. Bouayad
Plaintiff or Defense: Plaintiff
Firm Name: Workplace Rights Law Group, LLP
Telephone: (818) 844-5200
Email: adam@workplacelaw.com

Date: March 20, 2024
Prepared By: Ryan Schley, Esq.
50 Corporate Park, Irvine CA 92606
Ryan@CPTGroup.com
Direct Number: (949) 358-0404
Main Number: (800) 542-0900

LASC PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class/PAGA Size: 421	Fax Number: Yes
Opt-Out Filing Rate: 1.5%	Payment Option: Check
No. of Checks Issued: 415	Unclaimed Funds: \$0.00
Language Translation Services: Yes	Postage Total: \$707.39
Settlement Website: Static Website	Grand Total: \$16,306.21
Notice Procedures: Mail	*CPT'S DISCOUNTED FEE: \$11,750.00
Undeliverable Mail Rate: 8%	Not to Exceed: \$16,200.00
Dedicated Case Email Address: Yes	

*The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.
The attached Terms and Conditions are included as part of our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies, ensuring a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. The Settlement Website will publish the complete notice and all relevant settlement documents for downloading. CPT will translate the court Notice Packet into Cambodian.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	4	\$380.00
Programming: Data Base Setup	\$150.00	4	\$600.00
Static Website	\$500.00	1	\$500.00
Cambodian Translation	\$1,800.00	1	\$1,800.00
		Sub Total:	\$3,280.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed in English and Cambodian.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	42	\$35.70
Print & Mail Notice Packets	\$1.50	421	\$631.50
First-Class Postage (up to 2 oz.)*	\$0.88	421	\$370.48
		Sub Total:	\$1,362.68

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 8% of the notices would be returned as undeliverable. Upon notification from USPS, CPT will conduct a skip trace to try to find a current address. As a result, 70% of the undeliverable notice packets are remailed.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	34	\$17.00
Skip Trace for Best Address	\$1.00	30	\$30.00
Print & Remail Notice Packets	\$1.50	24	\$36.00
First-Class Postage (up to 2 oz.)	\$0.88	24	\$21.12
		Sub Total:	\$164.12

OPT-OUT PROCESSING

CPT will thoroughly examine the submitted responses to identify and remove any duplicates, fraudulent entries, or other invalid submissions. CPT will handle the processing and verification of any opt-outs, objections, and other responses submitted by class members. Deficient opt-outs will be sent a notice by mail, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	4	\$600.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	6	\$15.79
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.68	1	\$0.68
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$782.97

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number and email address shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps. (English/Spanish)	\$3.00	85	\$255.00
Live Call Center Support Reps. (Cambodian)	\$5.50	43	\$236.50
Dedicated Case Email Address	\$150.00	2	\$300.00
Fax Number	Included	1	Included
Sub Total:			\$1,091.50

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	415	\$41.47
Sub Total:			\$476.47

DISTRIBUTION SERVICES

CPT will establish and oversee the administration of the 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF) for a maximum duration of one year following the distribution of funds. Once approved, CPT will conduct the essential calculations and distribute funds. CPT will send a magnetic ink character recognition (MICR) check to class members who are eligible. CPT employs a Payee Positive Pay System to reconcile cashed checks and performs monthly account reconciliations for the QSF. Undeliverable checks are skip traces to determine a current address and are remailed accordingly. Requests for check reissues will be processed continuously and mailed to class members.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	415	\$1,036.71
First-Class Postage (up to 1 oz.)	\$0.68	415	\$281.39
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	21	\$10.37
Skip Trace for Best Address	\$1.00	21	\$20.73
Remail Undeliverable Checks	\$2.50	19	\$47.50
First-Class Postage (up to 1 oz.)	\$0.68	19	\$12.92
Re-Issue Checks as Required	\$5.00	17	\$85.00
First-Class Postage (up to 1 oz.)	\$0.68	17	\$11.56
Sub Total:			\$5,298.78

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/party requires multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UP Enterprise Reporting Services	\$0.15	87	\$13.05
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.64	1	\$8.64
Add'l Account Recs	\$150.00	3	\$450.00
Sub Total:			\$811.69

Total Administration Costs: \$16,306.21

Courtesy Discount: \$4,556.21

CPT'S DISCOUNTED FLAT FEE: \$11,750.00

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or bid presented by CPT Group, Inc. to Client.

I. Definitions.

- a) "Affiliate" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) "Approved Bank" means a financial institution insured by the Federal Deposit Insurance Corporation.
- c) "Case" means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) "Claims Administrator" means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) "Client" means collectively Plaintiff Counsel and Defense Counsel.
- f) "Client Content" means all Class Member written document communications relating to the Case, including claim forms, dispute forms, and objections, which contain Client Data.
- g) "Client Data" means proprietary or personal data regarding Client or any of its Class Members under this Agreement as provided by Client.
- h) "Class Member" means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) "Confidential Information" means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain terms. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish (i) was or has become generally known or available or is part of the public domain with or without direct or indirect fault, action, or omission of the recipient, (ii) was known by the recipient prior to the time of disclosure according to the recipient's prior written documentation, (iii) was received by the recipient from a source other than the discloser, (iv) is a right having possession of and the right to disclose such information, or (v) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) "Court Order" means a legal command or direction issued by a court, judicial officer, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) "Defendant" means the named party and/or parties in the Case against whom action is brought.
- l) "Defense Counsel" means the attorney of record for the defendant(s) in the Case.
- m) "Intellectual Property Right" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret, right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation rights of registration, applications and renewals, renewal and causes of action for infringement or misappropriation related to any of the foregoing.
- n) "Order" means a Product Purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) "Parties" shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) "Plaintiff" means the named party and/or parties in the Case who are bringing the action.
- q) "Plaintiff Counsel" means the attorney of record for plaintiff Class Members in the Case.
- r) "Products" means any and all CPT services, and work products resulting from services.
- s) "Qualified Settlement Fund" means the entity as defined by Treasury Regulation section 1461-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) "Service" means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting services.
- u) "Software" means any and all of CPT's proprietary applications including, without limitation, all updates, revisions, bug fixes, upgrades, and enhancements thereto.
- v) "Settlement" means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel to resolve the Case to mutual satisfaction.
- w) "Settlement Agreement" means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) "Term" means the term of the Agreement as set forth in the Order.
- y) "Transmission Methods" means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) "Wire Information" means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. **Client Obligations:** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Information via email, fileshare, unsecured spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost and/or destroyed. Client further warrants that any Client Data and/or Wire Information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend services, in addition to any other rights and remedies CPT may have at law or in equity.

3. **Security:** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. **CPT Obligations:** Provided that Client complies with all provisions of Section 2, "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular backups, security and incident response protocols; and (ii) not access or disclose Client Data except (a) as compelled by law; (b) to prevent or address service or technical issues; (c) in accordance with this Agreement or the provisions of the Settlement Agreement; or (d) if otherwise permitted by Client.

5. Mutual Obligations.

a) **Resources:** Each party agrees to (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a service project. The parties acknowledge that failure to cooperate during a service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reasons for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.

6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The accounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly provides other payment terms. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.

8. **Term and Termination.**

- a) **Term.** The Term is set forth in the Order. This Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party (i) has a receiver appointed over it or over any part of its undertaking or assets; (ii) passes a resolution for winding up (other than for bona fide scheme of solvent amalgamation or reconstruction); or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally included into the Software, at no confidential charge. Alternatively, Client Data may be returned in a mutually agreed format at its scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final Client cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination", Client shall pay CPT all fees incurred through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under the Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information, provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

10. **Intellectual Property.** As between the parties, CPT will and does retain all rights, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.

11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officers, directors, consultants, employees, and agents of each (collectively, "Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, Indemnities shall (i) give written notice of any claim promptly to Indemnitor; (ii) give Indemnitor, at Indemnitor's option, sole control of the defense and settlement of such claim, provided that Indemnitor may not without the prior consent of Indemnities (not to be unreasonably withheld), settle any claim unless it unconditionally releases Indemnities of all liability; (iii) provide to Indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

13. **Liability.**

- a) **Limitation on Except for a Party's Willful Misconduct.** EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXCEED SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OR ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number and certain Qualified Settlement Fund information on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather, embargos, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) **Counterparts.** This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) **Entire Agreement.** This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) **Modifications.** Any modification, amendment or addendum to this Agreement must be in writing and signed by both parties.
- f) **Assignment.** Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent, provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) **No Third-Party Beneficiaries.** The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) **Statistical Data.** Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) **Export Controls.** Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) **Notice.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) **Independent Contractors.** Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) **Subcontractors.** CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) **Headings.** The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope, or intent.
- o) **Waiver.** No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of the exercise of any other right, power or remedy.
- p) **Survival.** Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 3

ADAM N. BOUAYAD (SBN 248087)
GREGORY D. WOLFLICK (SBN 108699)
THEODORE S. KHACHATURIAN (SBN 239137)
WORKPLACE RIGHTS LAW GROUP, APC
130 N. Brand Boulevard, Suite 420
Glendale, California 91203
Tel: (818) 844-5200
Email: adam@workplacelaw.com; greg@workplacelaw.com;
theo@workplacelaw.com

Attorneys for Plaintiffs,
TIEN PHAM and CHASITY BENNETT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TIEN PHAM, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiffs,

vs.

SEVEN POINT'S MANAGEMENT, a
California corporation; WALNUT LLC, a
California corporation, 3030 WALNUT LLC,
a California corporation; 3008 WALNUT
LLC, a California corporation; CAMERON
DAMWIJK, an individual, and DOES 1-20,

Defendants.

Case No.: 20STCV31808

[Assigned to: Hon. Christopher K. Lai,
Dept 76]

DECLARATION OF TIEN PHAM IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION/PAGA SETTLEMENT

Complaint filed: September 2, 2020
Trial: None

1 I, Tien Pham, declare as follows:

2 I. I am a named Plaintiff in Tien Pham et al. v. Seven Points Management, et al., Los
3 Angeles Superior Court Case No. 20STCV1808. The facts stated herein are true of my own
4 personal knowledge. This declaration is provided in support of Plaintiffs' Motion for Preliminary
5 Approval of Class Action/PAGA Settlement.

6 2. From approximately May 2019 until about July 18, 2019, I was hired by Defendant
7 Walnut LLC ("Walnut") to work as a second lead supervisor in charge of building its marijuana
8 production grow area infrastructure (e.g. install lighting and irrigation; setting up grow tables,
9 etc.). During my employment Walnut misclassified me as an independent contractor. I regularly
10 worked 6:00 a.m. to 5:00 p.m., Monday through Friday. Regardless of how many hours I worked,
11 I was paid a flat rate of \$250.00 per day. During my employment at Walnut, I had no other jobs.
12 Walnut was my sole source of income. Further, I took direction directly from Walnut regarding
13 the execution of my work as I had never worked in the marijuana cultivation industry prior to my
14 employment at Walnut. During my employment at Walnut, I was paid weekly in the form of a live
15 company check, which did not include a wage statement listing my hours worked, accrued sick
16 leave, the time period captured by the check, my hourly rates and other information you would
17 expect to find accompanying an employee wage statement. Additionally, during my employment
18 there were times I missed the opportunity to rest or take meal breaks due to the amount of tasks
19 Walnut expected us to accomplish. Other times my meal and rest breaks were late or short. I was
20 never credited with any paid sick leave time for my hours worked for Walnut. Additionally, on
21 occasion I needed to purchase something to complete my work at Walnut; however, I was never
22 reimbursed for it. During my tenure at Walnut, I worked alongside many other individuals
23 identified by Walnut as "independent contractors" who did what I did (i.e., building the marijuana
24 production grow area infrastructure) and were subject to the same terms and conditions that were
25 imposed on me by Walnut, which are described more fully above. I know this because I worked
26 beside them and supervised them to an extent pursuant to my role as second lead supervisor.

27 3. On June 12, 2020, with the assistance of my attorneys, I filed a Private Attorneys
28 General Act Claim ("PAGA") claim against Walnut with the Labor and Workforce Development

2
**DECLARATION OF TIEN PHAM IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION/PAGA SETTLEMENT**

1 Agency ("LWDA"). I understood my role as a PAGA representative was to seek penalties for the
2 State of California. At the time, I forewent filing a Class Action due to my concern there were not
3 enough class members (i.e. misclassified employees) to form a sufficiently large enough class.
4 Subsequent to the filing of my PAGA claim with the LWDA, I filed my PAGA lawsuit with the
5 Court on September 2, 2020. After my lawsuit was filed, I agreed to serve as class representative
6 for other misclassified employees and it's my understanding my lawsuit was amended to include
7 class claims. I read over both my PAGA claim to the LWDA and Complaint filed in Court to
8 ensure their accuracy.

9 4. Throughout my case, I've met with and had multiple conversations with my
10 attorneys of record, Workplace Rights Law Group. The purpose of our conversations was to go
11 over my experiences working and those of my co-workers, and discuss/explain the various
12 documents I saved from my employment and turned over to them. I also contacted former Walnut
13 employee witnesses to assist my attorneys.

14 5. I assisted in preparing for the mediation that occurred on April 26, 2022, by
15 discussing the facts of the case with my attorneys and reviewing our mediation brief for factual
16 accuracy. Additionally, I remained on call all day during the mediation in case I was needed. I
17 understood the importance of being available if the mediator had any questions about my
18 experience.

19 6. After our mediation in this matter, I went over the terms of the proposed settlement
20 with my attorneys. I believe, given all the circumstances of the case, that the settlement in this
21 case is in the best interest of the LWDA, Aggrieved Employees and Settlement Class.

22 7. As the named Plaintiff in this case, I took on the risk that I could be responsible for
23 Defendant's costs, if Walnut prevailed.

24 8. Throughout the case, I also had concerns that future employers may be reluctant to
25 hire me due to my participation as a plaintiff in an employment case. Despite my concerns, I felt
26 Walnut should be held responsible for what I perceived to be its unlawful employment practices,
27
28

1 9. I understand that Walnut disputes the allegations in the Complaint and that the
2 outcome of this case could go either way. Therefore, because of the risks that could result if this
3 case goes forward, I think the settlement is fair and reasonable.

4 10. I ask the Court to award me a Service Award in the amount of ten thousand dollars
5 (\$10,000.00) to compensate me for the amount of time I spent on this case, the risks I undertook
6 to bring the case, the fact that I am providing a general release of my rights against Walnut, and
7 for the benefit being provided by the settlement to the LWDA, Aggrieved Employees and
8 Settlement Class. I have spent over forty (40) hours locating documents to support my claims,
9 talking to Independent Contractor Sub-Class members and encouraging them to contact my
10 attorneys.

11 I certify under the penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on April 26, 2024, at Los Angeles, California.

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17 Tien Pham
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DECLARATION OF TIEN PHAM IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION/PAGA SETTLEMENT

EXHIBIT 4

ADAM N. BOUAYAD (SBN 248087)
GREGORY D. WOLFLICK (SBN 108699)
THEODORE S. KHACHATURIAN (SBN 239137)
WORKPLACE RIGHTS LAW GROUP, APC
130 N. Brand Boulevard, Suite 420
Glendale, California 91203
Tel: (818) 844-5200
Email: adam@workplacelaw.com; greg@workplacelaw.com;
theo@workplacelaw.com

Attorneys for Plaintiffs,
TIEN PHAM and CHASITY BENNETT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TIEN PHAM, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiffs,

vs.

SEVEN POINTS MANAGEMENT, a
California corporation; WALNUT LLC, a
California corporation; 3030 WALNUT LLC,
a California corporation; 3008 WALNUT
LLC, a California corporation; CAMERON
DAMWLIK, an individual, and DOES 1-20,

Defendants.

Case No.: 20STCV31808

[Assigned to: Hon. Christopher K. Lal,
Dept 76]

DECLARATION OF CHASITY
BENNETT IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION/PAGA SETTLEMENT

Complaint filed: September 2, 2020
Trial: None

1 I, Tien Pham, declare as follows:

2 1. I am a Plaintiff in the lawsuit entitled Tien Pham et al. v. Seven Points Management
3 et al., Los Angeles Superior Court Case No. 20STCV31808. The facts stated herein are true of
4 my own personal knowledge. This declaration is provided in support of Plaintiffs' Motion for
5 Preliminary Approval of Class Action/PAGA Settlement.

6 2. From approximately October 2019 until about November 2021, I was employed by
7 Walnut LLC ("Walnut") as a W-2 employee. During the time I worked for Walnut I was employed
8 as a lead maintenance tech doing custodial work. While at Walnut I worked a variety of shifts
9 both during the week and on the weekends. Further, I clocked in and out at every time clock
10 available and was subject to the same meal and rest break policies and practices of my co-workers
11 in the various other positions. During my employment at Walnut, I regularly missed meal and rest
12 breaks, took them late, had them interrupted and/or had them cut short due to amount of tasks
13 Walnut expected me to accomplish in a day. This was especially true on shifts where I was the
14 only maintenance tech on the schedule. At times I was called on to perform work during meal and
15 rest breaks and was not compensated for that time, nor was it reflected on my wage statements. I
16 don't recall Walnut ever giving me paid sick leave for my hours worked. Due to the length of my
17 employment at Walnut (over 2 years); and the many hours worked over that time, I was subject to
18 the same terms and conditions of employment as the other W-2 employees (i.e., Cultivation
19 Technician, Fertigation Technician, Security, Sanitation, Water Room Technician, Logistics
20 Technicians, Distribution Drivers, Shipping and Receiving). As stated above, we were subject to
21 the same meal and rest break policies; required to punch in/out at the same time clocks; and
22 generally worked in coordination on a daily basis to ensure Walnut's production goals as a whole
23 were achieved by Walnut. I know this again based on my years of experience working side by
24 side with all the other W-2 employee positions. I also know, based on my discussions with the
25 other W-2 workers I worked beside, that the other positions were subject to similar meal and rest
26 break violations regardless of the amount of employees assigned to the same position during the
27 same shift. This was because workflow in general was high for each position, which were required
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1 to coordinate with other positions to ensure production proceeded on schedule, resulting in similar
2 violations being suffered by all positions, for similar reasons, including mine.

3 3. In early 2022 I received a call from attorney Adam N. Bouayad at the Workplace
4 Rights Law Group. He informed me he was investigating this lawsuit, which he had filed on behalf
5 of Tien Pham, and wanted to know if I would discuss my experiences working at Walnut. I did so
6 at that time at length and told him to feel free to call me if I could assist him in any other way with
7 the case. Shortly after we spoke, he contacted me again to ask if I wanted to serve as a Class
8 Representative for W-2 employees in a wage and hour lawsuit against Walnut, which I agreed to.

9 4. Since my agreement to serve as a Class Representative in this lawsuit, I've spoken
10 with my attorneys of record, Workplace Rights Law Group. The purpose of our conversations was
11 to go over my experiences, and the experiences of my co-workers, working at Walnut. I also
12 assisted in drafting the class complaint in this lawsuit, and searching for/providing documents
13 necessary to prosecute my claims.

14 5. As the named Plaintiff in this case, I took on the risk that I could be responsible for
15 Defendant's costs, if Walnut prevailed.

16 6. Throughout the case, I also had concerns that future employers may be reluctant to
17 hire me due to my participation as a plaintiff in an employment case. Despite my concerns, I felt
18 Walnut should be held responsible for what I perceived to be its unlawful employment practices.

19 7. I understand that Walnut disputes the allegations in the Complaint and that the
20 outcome of this case could go either way. Therefore, because of the risks that could result if this
21 case goes forward, I think the settlement is fair and reasonable.

22 8. I ask the Court to award me a Service Award in the amount of six thousand dollars
23 (\$6,000.00) to compensate me for the amount of time I spent on this case, the risks I undertook to
24 bring the case, the fact that I am providing a general release of my rights against Walnut, and for
25 the benefit being provided by the settlement to the LWDA, Aggrieved Employees and Settlement
26 Class. I estimate I've spent over fifteen (15) hours answering questions and locating documents to
27 assist my attorneys in the prosecution of my wage and hour claims.

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

Executed on April 22, 2024, at Long Beach, California.


Chasity Bennett.

EXHIBIT 5

ADAM N. BOUAYAD (SBN 248087)
GREGORY WOLFLICK (SBN 108699)
WORKPLACE RIGHTS LAW GROUP, LLP
130 N. Brand Boulevard, Suite 420
Glendale, California 91203
Tel: (818) 844-5200
Email: adam@workplacelaw.com; greg@workplacelaw.com;

Attorneys for Plaintiffs,
TIEN PHAM and CHASITY BENNETT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TIEN PHAM, as an aggrieved employee	)	Case No.: 20STCV31808
pursuant to the Private Attorneys General Act	)	
("PAGA"), on behalf of the State of California	)	<i>[Assigned to: Hon. Christopher K. Lui]</i>
and other aggrieved employees,	)	
	)	CLASS ACTION
Plaintiffs,	)	[PROPOSED] FINAL JUDGMENT AND
	)	ORDER APPROVING CLASS ACTION
vs.	)	SETTLEMENT
	)	
SEVEN POINTS MANAGEMENT, a	)	
California corporation; WALNUT LLC, a	)	
California corporation, 3030 WALNUT LLC,	)	
a California corporation; 3008 WALNUT	)	
LLC, a California corporation; CAMERON	)	
DAMWIJK, an individual, and DOES 1-20,	)	
	)	
Defendants.	)	

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

2
3 This matter came before the Court on _____, in Department 734 of
4 the Los Angeles Superior Court, Honorable Christopher K. Lui presiding, for a hearing on
5 Plaintiff's Motion for (1) Final Judgment and Order Approving Class Action Settlement; and for
6 (2) Approval of Attorneys' Fees and Costs, Settlement Administration Expenses, and Class
7 Representative Service Payment. Due and adequate notice having been given to Class Members
8 as required by the Court's _____ Order Granting Plaintiff's Motion for Preliminary
9 Approval of Class Action Settlement, which required Notice to be given to the Class, the Court
10 having considered all papers filed and proceedings in this action, and determining that the
11 settlement is fair, adequate, and reasonable, and otherwise being fully informed and good cause
12 appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:
13
14

- 15 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement
16 as though fully set forth herein, and all terms used herein shall have the same meaning as
17 set forth in the Class Action Settlement Agreement ("Agreement").
18
19 2. This Court has jurisdiction over the claims of the members of the Class asserted in this
20 proceeding, personal jurisdiction over the Plaintiffs and Defendant, and the members of
21 the Class, as defined in the Agreement.
22
23 3. The Court certifies and approves, for settlement purposes only, the following Class as set
24 forth in the Agreement:
25 a. **W-2 Worker Sub-Class**": All current and former non-exempt W-2 employees
26 who worked for Defendant Walnut in California during the time period of August
27 19, 2017, through June 21, 2022.
28

b. **“Independent Contractor Sub-Class”**: All current and former individuals who worked for Walnut in California as independent contractors during the time period of August 17, 2017, through June 21, 2022.

4. Notice given to the class fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to exclude themselves from, object to, or comment on the settlement, and to appear at the final approval hearing. The notice was reasonable and the best notice practicable under the circumstances.

Accordingly, this Court finds that the notice program described in the Settlement and completed by the Settlement Administrator complied fully with the requirements of due process, Rule 3.766 of the California Rules of Court, and all other applicable laws.

5. The Settlement Agreement is not an admission by Defendant or by any other Released Parties nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the Released Parties.

6. There were _____ objections to the settlement. All Class Members who did not submit a valid Request for Exclusion are bound by this Final Approval Order and by the terms of the parties' Agreement, including releases provided for in the Settlement and this Final Approval Order. As of the effective date of Settlement, by operation of the entry of this Final Approval Order, each Settlement Class Member, including Plaintiff, shall be deemed to have fully released, waived, relinquished and discharged, to the fullest

1 extent permitted by law, all Released Claims that he or she may have against the
2 Released Parties. Class Members are enjoined from prosecuting the Released Claims, and
3 are enjoined from initiating or continuing other proceedings regarding the Released
4 Claims, as provided in the Agreement.

5 7. Settlement Class Members were given a full opportunity to participate in the Final
6 Approval hearing, and all Settlement Class Members and other persons wishing to be
7 heard have been heard. All Class Members, but those who submitted a valid Request for
8 Exclusion, are bound by this Order.

9 8. The Court has considered all relevant factors for determining the fairness of the
10 Settlement and has concluded that all such factors weigh in favor of granting final
11 approval. In particular, the Court finds that the Settlement was reached following
12 meaningful discovery and investigation; that the settlement is the result of serious,
13 informed, adversarial and arm's-length negotiations between the parties; and that the
14 terms of the settlement are in all respect fair, adequate, and reasonable.

15 9. In so finding, the Court has considered all evidence presented, including evidence
16 regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the
17 claims presented; the likely duration of further litigation; the amount offered in
18 settlement; the extent of investigation and discovery completed; and the experience and
19 views of Plaintiffs' counsel.

20 10. The Court hereby finds the Settlement Payments provided to Settlement Class Members
21 under the terms of the Settlement to be fair and reasonable in light of all the
22 circumstances. The Court, therefore, orders the calculations and payments to be made and
23 administered in accordance with the terms of the Agreement.
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- 1 11. The Court finds that the services provided by the Settlement Administrator were for the
2 benefit of the Class, and the cost of \$11,750.00 is fair, reasonable, and appropriate for
3 reimbursement. The Court approves payment to CPT Group, Inc. for administration fees,
4 which include all costs and fees incurred to date, as well as estimated costs and fees
5 involved in completing the administration of the Settlement.
6
- 7 12. The Court confirms Greg D. Wolflick and Adam N. Bouayad, of Workplace Rights Law
8 Group, be appointed as Class Counsel in this action.
- 9 13. The Court finds that Class Counsel have the sufficient experience, knowledge, and skill
10 to promote and safeguard the interests of the Class. The Court therefore finds that
11 Plaintiff's counsel satisfies the professional and ethical obligations of Class Counsel.
12
- 13 14. The Court further approves an award of attorneys' fees of \$_____ The Court finds
14 that this amount is supported by both the application of the percentage fee and the
15 lodestar-plus-multiplier methods for awarding reasonable attorneys' fees.
16
- 17 15. The Court further Orders that 10% of the award of attorneys' fees be kept in the
18 administrator's trust fund until the completion of the distribution process and Court
19 approval of a final accounting.
- 20 16. In the course of this litigation, Class Counsel incurred \$_____ in litigation costs
21 including in the form of court filing fees, expert fees, deposition fees, mediation fees and
22 costs, research and delivery charges. The Court approves the reimbursement to Class
23 Counsel for the Litigation Expenses pursuant to the terms of the Agreement.
24
- 25 17. The Court finds that Tien Pham and Chasity Bennett are suitable representatives for the
26 Settlement Class and are hereby appointed as Class Representatives. The Court finds that
27 Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate
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1 and zealous advocacy for the Settlement Class, and their interests are aligned with those
2 of the Settlement Class.

3 18. The Court finds the Service Payment sin the amount of \$10,000.00 to Plaintiff Tien
4 Pham; and \$6,000.00 for Chasity Bennett, amount to fair and reasonable compensation
5 based upon the evidence presented regarding the services provided and risks incurred by
6 Plaintiffs in assisting Class Counsel.

7
8 19. Without affecting the finality of this Final Approval Order, the Court reserves continuing
9 and exclusive jurisdiction over the parties to the Settlement, including Defendant,
10 Plaintiff, and Settlement Class Members, to administer, supervise, construe and enforce
11 the Settlement in accordance with its terms.

12
13 20. The Court find the PAGA PAYMENT in the amount of \$25,000.00 to be fair and
14 adequate and that any proceeds from checks that remain uncashed by class members after
15 the check cashing deadline will be provided to the California State Controller's Office to
16 be held as "Unclaimed Property" under the unclaimed property laws in the name of the
17 Settlement Class Members

18
19 21. This document shall constitute a judgment for purposes of California Rules of Court,
20 Rule 3.796(h).

21 22. A Final Accounting Compliance Hearing is set for _____, at which time
22 the Court will consider evidence that the distribution process is complete and that a final
23 accounting may be approved.

24
25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 By: _____
The Honorable Christopher K. Lui
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 130 North Brand Boulevard, Suite 410, Glendale, California 91203.

On **August 24, 2026**, I served the foregoing document described as

Declaration of Adam N. Bouayad in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement

[Filed concurrently with Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities; and [Proposed] Order]

on the interested parties set out as follows, by the method indicated below:

Brian M. Noh, Damien DeLaney Akerman LLP 601 West 5 th Street, Suite 300 Los Angeles, CA 90071 Tel: 213-553-5940 brian.noh@akerman.com damien.delaney@akerman.com carol.corder@akerman.com Attorneys for Defendants	
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XXX **(BY EMAIL)** Pursuant to Code of Civil Procedure Sec. 1010.6(b)(2), '(2) A person represented by counsel, who has appeared in an action or proceeding, shall accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission.'

XXX **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **August 24, 2026**, at Glendale, California.


Geri Johnston