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on behalf of herself and all others
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JING DONG ZHANG, an individual
California resident on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

CA FAN TUAN INC., a California
corporation; and DOES 1-10, inclusive,

Defendant.

Case No. CIVSB2026778

**DECLARATION OF TORY JOSEPH
FAVAROTE IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT**

Date: October 4, 2022
Time: 10:00 a.m.
Judge: Hon. David Cohn
Dept.: S-26

Action Filed: December 14, 2020
Trial Date: None

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**DECLARATION OF TORY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE ENHANCEMENT**

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I, Torey Joseph Favarote, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California, and before this Court. I am a partner at Gleason & Favarote LLP, attorneys of record for Plaintiff Jun Dong (“Dong”) and the class. I have throughout this case been responsible for the management of this matter along with my co-counsel Joseph R. Becerra of the Becerra Law Firm. I have personal knowledge of the facts stated herein and would and could testify competently thereto as a witness.

2. This is a wage and hour class action and Private Attorney's General Action ("A") brought by Jun Dong ("Dong") (hereinafter collectively referred to as "Plaintiff") her former employer CA Fan Tuan Inc. ("Fan Tuan" or "Defendant") for numerous alleged violations of the California Labor Code. The current representative plaintiff is Jun Dong ("Dong").

3. As an overview, Fan Tuan is a delivery service company similar to Uber Eats and Dash, but specifically tailored to the Chinese community. In its business endeavor, Fan Tuan and Plaintiff and the original Class of 1,351 “Drivers” or “Couriers” to make food deliveries to Fan Tuan’s customers from restaurants and grocery stores via Defendant’s mobile phone application. Fan Tuan classified such drivers as independent contractors, and the gravamen of the lawsuit is that the Drivers were misclassified and should have been classified as employees and entitled to the protections and benefits of the wage and hour provisions of the California Labor Code and IWC Wage Orders. The Settlement reached is calculated based on the number of deliveries made by each Class Member during the Class Period. Each Class Member’s Individual Settlement share will be based proportionally on the number of “Covered Deliveries” made during the Class Period. The original Class is made up of 1,351 individuals who made approximately 15 Covered Deliveries during the Class Period of July 1, 2019, to December 31, 2021, in California.

4. There were no objections to the Settlement, and only 5 requests for exclusion forms returned. If the Court awards all amounts sought, the average Class Member will receive

1 \$299.37, plus average PAGA penalties of approximately \$4.63, for a total projected average
2 payment of \$304.00 per Class Member, which at approximately \$.48 per delivery equates to
3 payment for more than 633 deliveries.

4 **Procedural History of the Action**

5 5. On July 30, 2020, a letter was sent to the Labor and Workforce Development
6 Agency ("LWDA") informing the LWDA of alleged Labor Code violations occurring at Defendant
7 in violation of the Private Attorneys General Action, Labor Code §§ 2698 *et seq.* ("PAGA"). I am
8 informed and believe that the LWDA did not indicate within 60 days after receiving the notice that
9 it intended to investigate the allegations.

10 6. On December 14, 2020, plaintiff Zhang commenced an action in this Court, entitled
11 *Jing Dong Zhang, an individual California resident on behalf of himself and all others similarly*
12 *situated, Plaintiff v. CA Fan Tuan Inc., a California corporation and DOES 1 - 10, Defendant*, San
13 Bernardino County Case No. CIVSB2026778 (hereinafter referred to as the "Action") alleging
14 claims for: (1) intentional misclassification of employees as independent contractors in violation of
15 Labor Code § 226.8, (2) failure to pay all wages due in violation of Labor Code §§ 204, 51, 1194,
16 and 1198, (3) failure to timely pay all wages in violation of Labor Code §§ 204, 206, 206.5, 207,
17 209, 210 and 215, (4) failure to pay minimum wage in violation of Labor Code §§ 1194, 1194.2,
18 1197.1, and 1199, (5) failure to pay overtime wages in violation of Labor Code §§ 510, 558, 1194
19 and 1198, (6) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512,
20 (7) failure to provide rest periods in violation of Labor Code §§ 226.7, 512 and 1198, (8) unlawful
21 deduction of wages, wage theft and unlawfully passing along the costs of doing business to
22 employees in violation of Labor Code §§ 221-224, 400-410, 450-452, 1198, and 2928, (9) failure
23 to reimburse business expenses in violation of Labor Code § 2802, (10) failure to pay wages at
24 termination in violation of Labor Code §§ 201, 202, and 203, (11) knowing and intentional failure
25 to comply with itemized employee wage statement provisions and to keep accurate time records in
26 violation of Labor Code §§ 226, 1174(d), (12) violation of the Investigative Consumer Reporting
27 Agencies Act and Labor Code §§ 432.5, 432.7, (13) violation of the Unfair Competition Law in
28 violation of Business & Professions Code § 17200-17208, and (14) violation of the Private

1 Attorney General Act (“PAGA”), Labor Code §§ 2699 *et seq.* On March 14, 2022, Jun Dong
2 (“Plaintiff”) replaced Zhang as representative Plaintiff.

3 7. After plaintiff Zhang initiated this action, in early 2021, Defendant began a
4 campaign to try to directly settle with the Class Members -- a process that was theoretically
5 approved of in *Chindarah v. Pick Up Stix*, 171 Cal. App. 4th 796 (2009) (“Pick-up Stix”). In
6 Defendant’s campaign, it not only sought to settle all of the claims at issue in this matter but also
7 any and all claims that the Class Members had against the Defendant. Defendant’s proposed
8 settlement included a general release of all claims, including those for sexual harassment,
9 discrimination, or personal injury. According to Defendant, it obtained signed settlement
10 agreements and releases from approximately 458 Class Members covering approximately 485,000
11 deliveries. The total amount paid by Defendant in these individual settlements was approximately
12 \$111,899.40 (approximately \$.23 per delivery made).

13 8. Pursuant to the Court’s standing order, there was an initial stay on discovery in this
14 case. The stay was lifted at the initial case management conference held on March 22, 2021. Over
15 the course of the litigation, extensive discovery was undertaken, including 58 requests for
16 production, 25 special interrogatories, two days of PMK depositions, analysis of Defendant’s
17 confidential financial information, and the filing of a motion for class certification.

18 9. On December 8, 2021, after conducting exhaustive and extensive formal and
19 informal discovery (interrogatories, Defendant’s PMK and Plaintiff’s depositions, document
20 requests and production of approximately 11,000 responsive documents, approximately 20% class
21 sampling data and documents, financial records of Defendant, etc.), the Parties reached a
22 settlement in principal and executed a Memorandum of Understanding documenting the terms of
23 the proposed Settlement. The Parties then over the following months negotiated the details of the
24 Settlement Agreement and ultimately executed the longform Settlement Agreement on April 5,
25 2022.

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1 **Principal Terms of the Settlement**

2 10. Fan Tuan will pay \$725,000.00 (the “Gross Settlement Amount”) to settle the
3 Action on a class-wide basis. A true and correct copy of the Settlement Agreement is attached as
4 **Exhibit 1** (Settlement Agreement, § 1.16). The class is defined as:

5 **All individuals who used Fan Tuan’s online platform to perform**
6 **delivery services as a courier or a contractor in California at any**
 time from July 1, 2019, through December 31, 2021. (the “Class”)

7 Based on Fan Tuan’s responses to formal discovery and information provided in connection
8 with the Settlement and negotiations therein, there are 1,351 Class Members who performed
9 approximately 847,855 Covered Deliveries¹.

10 11. From the Gross Settlement Amount will be paid: (i) a payment of \$25,000.00 for
11 PAGA penalties with 75% (\$18,750.00) going to the LWDA for its share of the civil penalties and
12 25% (\$6,250.00) going to the PAGA group members; (ii) \$404,450.00 pre-tax in Individual
13 Settlement Shares to be paid to all Class Members except the 5 who elected not to participate in the
14 Settlement (no claim forms is required for Class Members to receive their Settlement Shares),
15 those who elect not to participate will still receive their share of PAGA penalties; (iii) Class
16 Representative Payment to Plaintiff in the amount of \$10,000.00 (as approved by the Court) to
17 compensate her for her services to the Class in pursuing the case and the risk that she assumed on
18 behalf of the absent Class Members; (iv) Class Counsel Fees of \$253,750.00 (approximately 35%
19 of the Gross Settlement Amount as approved by the Court) to compensate Class Counsel for their
20 services to the Class in prosecuting this action and securing the Settlement, and Class Counsels’
21 Litigation Expenses up to \$12,000.00 (as approved by the Court); (v) a payment to the Settlement
22 Administrator for its reasonable fees and expenses incurred in administering the Settlement, which
23 are \$19,800.00; (vi) any interest required to be paid under Code of Civil Procedure section 384 in
24 the event of a distribution to a *cy pres* recipient; and (viii) any other fees or expenses (other than
25 attorneys’ fees and expenses) incurred in implementing the terms and conditions of the Settlement
26 and securing the judgment from the Court pursuant to the Settlement. **None of the Gross**

27 _____
28 ¹ See Settlement Agreement, §1.11.

1 **Settlement Amount will revert to Fan Tuan.** (Settlement Agreement, § 4.10)

2 12. The Settlement Shares will be distributed to all Class Members who did not opt-out
3 of the Settlement based on the number of Covered Deliveries each Class Member performed during
4 the Class Period. (Settlement, §§ 1.11, 4.7). Those who opt-out of the Settlement will not receive
5 their regular share of the Settlement but will still receive their share of PAGA penalties. The
6 average Class Member's share of the Settlement after all of the above noted deductions is
7 estimated to be approximately \$.48 per delivery², in addition to their PAGA settlement payment of
8 approximately \$4.63 on average³. Based on the anticipated payments from the Gross Settlement
9 Amount set forth above, the average Settlement Share for a Class Member before employee payroll
10 withholding, and before PAGA settlement payments, will be approximately \$299.37.⁴

11 13. Once the judgment becomes final, Class Members who do not opt-out of the
12 Settlement will release any and all claims against Fan Tuan and its related entities, under California
13 law, that were raised or that could have been raised in the Action based on the factual allegations
14 made in the present action that Fan Tuan intentionally misclassified its employees as independent
15 contractors, failed to pay all wages owed, including minimum wage and overtime wages, failed to
16 provide meal and rest periods, made unlawful deductions from employee earned wages and
17 unlawfully passed along the costs of doing business to employees, failed to reimburse employee
18 business expenses, failed to pay wages at termination, failed to comply with itemized employee
19 wage statement provisions and failed to keep accurate time records, violated the Investigative
20 Consumer Reporting Agencies Act and Labor Code §§ 432.5, 432.7, violated the Unfair
21 Competition Law, and violated the PAGA for the period of July 1, 2019 to December 31, 2021.
22 Judgement will be entered in the Action, and it will be dismissed with prejudice thereafter.
23 (Settlement §§ 6.8, 8.3.).

24
25 ² \$404,450.00 total Individual Settlement Shares ÷ 847,855 Covered Deliveries =
approximately \$0.48.

26 ³ 25% of \$25,000.00 PAGA Allocation = \$6,250.00; \$6,250.00 ÷ 1,351 PAGA group
members = \$4.63.

27 ⁴ \$404,450.00 total Individual Settlement Shares ÷ 1,351 Class Members = \$299.37. 10%
28 of the Individual Settlement Shares will be allocated to wages and subject to tax withholding.

1 14. Fan Tuan timely provided the Settlement Administrator with the Class Members
2 Data, which included the names and last known addresses of the Class Members, their Social
3 Security Numbers, the courier identification number of each Class Member, the number of
4 Covered Deliveries performed by the Class Member during the Class Period and PAGA Period,
5 and the number of deliveries that were subject to individual settlement (if applicable) (the “Class
6 List”). (Settlement Agreement, §§ 1.5, 5.1). The Settlement Administrator sent to all Class
7 Members a Class Notice. The Class Notice advises Class Members of their rights under the
8 Settlement Agreement, as well as the procedures to submit a timely and valid Request for
9 Exclusion or Notice of Objection. The Notice of Settlement advises the Class Members that they
10 will receive an Individual Net Settlement Payment based on the number of deliveries reported by
11 Fan Tuan during the Class Period as long as they do not submit a timely and valid Request for
12 Exclusion. The Notice further informed the Class Members that they will be bound by the
13 applicable Released Claims if they did not submit a timely and valid Request for Exclusion.
14 (Settlement, §§ 5.2, 5.3, Exh. “A”; the Class Notice documents (Exh. “A” to Settlement
15 Agreement) is referred to as the “Class Notice Packet”).

16 15. The Class notice was sent to Class Members by first-class regular U.S on June 15,
17 2022. Mail based upon the last known addresses provided by Fan Tuan, unless modified by any
18 updated address information that the Settlement Administrator obtains in the course of
19 administration of the Settlement. (Settlement Agreement, § 5.2) For any notices returned, the
20 Settlement Administrator will make reasonable efforts to find corrected addresses. (Settlement
21 Agreement, § 5.4.)

22 **Class Counsel’s Discovery and Investigation**

23 16. Class Counsel has conducted significant investigation since the filing of the initial
24 complaint. Our investigation as to the Class and PAGA claims includes: taking the deposition of
25 Fan Tuan’s person most knowledgeable witness over the course of two days; conducting extensive
26 analysis of the delivery records for approximately 20% of the Class, as estimated at the time;
27 reviewing all of Fan Tuan’s policies, procedures and practices, applicable to the Class Period;
28 reviewing the nearly 11,000 pages of documents produced by Fan Tuan; reviewing Fan Tuan’s

1 responses to 25 Special Interrogatories; interviewing dozens of Class Members regarding their
2 business relationship with Defendant and facts regarding their deliveries and the application of Fan
3 Tuan's policies and procedures on them, and related investigation in connection with the claims
4 alleged. Class Counsel spent over 100 hours interviewing Class Members, as part of their
5 investigation.

6 17. In response to our discovery requests for delivery records for the Class, Fan Tuan
7 agreed to produce a random sample of delivery records for approximately 20% of the Class as
8 estimated at the time. The sample records produced by Fan Tuan provided the Class Members'
9 employee ID, the dates the driver worked and each delivery made by the driver on that particular
10 day.

11 18. Additionally, as part of the informal discovery process, Plaintiff received financial
12 information for 2020 and 2021 for Fan Tuan. The financial data provided to Class Counsel
13 confirmed that Fan Tuan has not been a profitable entity since it began its operation in California.
14 The review of Fan Tuan's financial situation and its ability to pay a settlement in this matter was a
15 significant factor in the settlement of this case. The review of Fan Tuan's financial documents
16 provided substantial concern to Class Counsel that if this matter was not resolved, Fan Tuan may
17 not continue in California without a significant change in its business revenue and structure. As
18 such, while the Kullar analysis set forth in my declaration in support of preliminary approval
19 analyzed the potential damages, the financial situation of Fan Tuan was the driving force and
20 primary concern of Class Counsel in agreeing to this Settlement.

21 19. The parties conducted significant litigation in the action before coming to the
22 present Settlement. In addition to the discovery exchanged, the parties engaged in substantial meet
23 and confer efforts, and IDCs with this Court.

24 20. Additionally, on September 22, 2021, Plaintiff filed a motion for class certification
25 and noticed the motion for a hearing on November 9, 2021, which was later continued to December
26 17, 2021, by the Court. Plaintiff's motion for class certification was supported by a compendium
27 of evidence of nearly 300 pages of, *inter alia*, cited deposition testimony, declarations, and
28 Defendants' policy documents in addition to a Class Action Trial Plan. On October 26, 2021,

1 Defendant filed its opposition to Plaintiff's motion for class certification, which was also supported
2 by a compendium of evidence of nearly 300 pages of evidence, declarations, and cited deposition
3 testimony. On December 10, 2021, the Parties reached a Settlement and executed a Memorandum
4 of Agreement. As a result of the Settlement, Plaintiff vacated its motion for class certification
5 without prejudice.

6 21. The \$725,000.00 Settlement that was reached represents an excellent recovery. The
7 Settlement was discounted in light of: (i) Defendant's financial condition; (ii) the fact that
8 approximately 468 Class Members signed arbitration agreements with class action waivers (iii) the
9 risk that some or all of the claims would not be certified; (iv) the risk of decertification; (v) the risk
10 of summary adjudication; (vi) losing at trial; and (vii) the risk of appeal. Class Counsel believes
11 that the Settlement in light of all the above noted factors, is a fair and reasonable settlement.

12 22. The Gross Settlement Amount is \$725,000.00. The Net Settlement Amount is the
13 amount from which the Individual Settlement Payments are made to Participating Class Members
14 estimated to be approximately \$404,450.00. Deductions for the cost of the Claims Administrator
15 (\$19,800), the requested Class Representative Enhancement of \$10,000.00, payment to the
16 California Labor Workforce Development Agency for PAGA penalties (\$18,750.00 of the
17 \$25,000.00 going to the LWDA), attorneys' fees (requested at \$253,750.00 or 35%) to be
18 determined by the Court⁵, and Class Counsel's litigation costs up to \$12,000.00, result in the Net
19 Settlement Amount. Each Class Member's potential share of the Net Settlement Amount was
20 calculated using his or her total number of Covered Deliveries performed during the Class Period
21 (excluding any deliveries subject to the Individual Settlement Agreements) divided by the Covered
22 Deliveries performed by all Participating Class Members, then multiplied by the Net Settlement
23 Amount — i.e. (individual Covered Deliveries ÷ Covered Deliveries by all Participating Class
24

25 ⁵ Class Counsel believes a 35% fee is appropriate since in addition to the \$725,000.00
26 Settlement, Defendant paid out an additional \$111,899.40 in "Pick-Up Stix" settlement monies to
27 individual drivers after this case was filed. As such the "true" settlement amount and benefit
28 conferred upon the Class is \$836,899.40. 33.3%, the benchmark for attorneys' fees in wage/hour
class actions, on the true Settlement is \$278,938.57, which is less than the requested 35% in this
case of \$253,750.00.

1 Member × Net Settlement Amount). Each PAGA group member's potential share of the PAGA
2 Apportionment was calculated using his or her total number of Deliveries performed during the
3 PAGA Period, July 1, 2019 through December 31, 2021 divided by the Deliveries performed by all
4 PAGA group members during the Class Period, then multiplied by 25% of the PAGA
5 Apportionment — i.e. (Individual Deliveries ÷ Deliveries by all PAGA group members × 25% of
6 the PAGA Apportionment).

7 23. Based on information provided by Fan Tuan, the total number of Covered
8 Deliveries subject to this Settlement are approximately 847,855 for approximately 1,346 Class
9 Members -- **\$.48 per Covered Delivery made from July 1, 2019 to December 31, 2021**. The
10 average Class Member after all deductions (except for individual employee payroll taxes) will
11 receive approximately \$299.37 with a minimum payout of approximately \$.48 to a Class Member
12 that made just one Covered Delivery during the Class Period, as well as an average PAGA
13 payment of approximately \$4.63 for a total of \$304.00. Even if a Class Member opts-out of the
14 Settlement they will still receive their share of PAGA penalties, if approved by the Court. The
15 release applicable to the Class Members is limited to the causes of action asserted and the causes of
16 action that could have been asserted based on the facts alleged in the Complaint.

17 24. All Class Members, regardless of whether s/he executed Individual Settlement
18 Agreements or opted-out will receive their portion of the PAGA penalties allocated to him/her.
19 Based on the data and discovery responses received from Defendant, for the PAGA group, there
20 are also 1,351 aggrieved employees.

21 25. As a point of comparison, after Plaintiff initiated this action, Defendant, in early
22 2021, began a campaign to try to directly settle with the Class Members -- a process theoretically
23 approved of in *Chindarah v. Pick Up Stix*, 171 Cal. App. 4th 796 (2009) ("Pick-up Stix"). In
24 Defendant's settlement campaign, the Defendant not only sought to settle all of the claims at issue
25 in this matter but also any and all claims that the Class Members had against the Defendant.
26 Defendant's proposed settlement included a general release of all claims, including those for sexual
27 harassment, discrimination, or personal injury. According to Defendant, it obtained signed
28 settlement agreements and general releases of all claims (including FEHA, wrongful termination,

etc.) for 458 Class Members covering approximately 485,000 deliveries. The total amount paid by Defendant in these individual settlements and general releases was approximately \$111,899.40 in aggregate (**approximately \$.23 per delivery made**).

26. I believe that the Settlement is very fair and reasonable. I and my co-counsel have conducted significant discovery in the case as noted herein so that we can properly evaluate both the strengths and weaknesses of the case. My firm, and my co-counsel Mr. Becerra have conducted extensive formal and informal discovery including reviewing thousands of pages of documents produced in discovery and taking the depositions of the corporate representative from Fan Tuan.

27. The Settlement Agreement is attached as Exhibit 1. Plaintiff has also submitted the accompanying motion and the Settlement agreement to the LWDA as required by Labor Code section 2699.3(1)(2).

Class Representative Enhancements

28. I believe that Class Representative Enhancements of \$10,000 to Plaintiff Ms. Dong is fair and reasonable. Ms. Dong stepped in at a crucial time and saved this case after Mr. Zhang exited the litigation. Ms. Dong spoke at length with Class Counsel, took efforts to educate herself about the nature of the case, and carefully reviewed the Settlement and what was required of her as a class representative. Had it not been for Ms. Dong stepping forward and rescuing this litigation, and the steps she took to make sure she could competently and adequately represent the Class through these final steps, the Settlement may have fallen apart and the Class Members could have received nothing. Ms. Dong also signed a general release for any and all claims related to her employment with Fan Tuan so she cannot pursue any other potential claims.

29. There are few individuals that are willing to act as class representatives and provide the work, diligence and willingness to assume a substantial risk if Fan Tuan had prevailed in this case, especially midway through litigation. The class representative's willingness to assume the financial risk is significant. California law states that the losing party must pay the prevailing party's costs. As such, if Ms. Dong did not prevail in this case, she could have been subjected to a cost award in the amount of tens of thousands of dollars for litigation before she joined the case.

1 Plaintiff Dong also risks being blacklisted not only in the general job market but in the much
2 smaller job market available to those like her who do not speak English fluently. The risk to her is
3 much higher than the average class representative as she is part of a smaller and much better
4 connected employment community, and her other options are much more limited than the average
5 worker who speaks English fluently. As such, we believe that the requested enhancement for the
6 class representative is fair and reasonable.

7 **Fair and Reasonable Settlement**

8 30. This case was settled through arms-length negotiation. Though cordial and
9 professional, the settlement negotiations have been adversarial and non-collusive in nature. The
10 Settlement reached is the product of substantial effort by the parties and their counsel after more
11 than a year of very hard-fought litigation. While Plaintiff believes that she has a high probability
12 of success of certifying her claims based upon the motion for class certification that was fully
13 briefed in this case, she also recognizes the inherent risks of litigation and understands the benefit
14 of the Class receiving Settlement funds immediately rather than risking potential unfavorable
15 decisions on class certification, at trial, on the damages awarded, and/or on an appeal that could
16 take several more years to litigate. Further, litigating Plaintiff's claims, which involve over 1,300
17 Class Members during the relevant period, would have required substantial additional preparation
18 and discovery, as well as the consideration, preparation, and analysis of expert reports.

19 **Class Counsels' Request for Attorneys' Fees and Costs**

20 31. The fee total for Gleason & Favarote LLP ("G&F") for the litigation of the Actions
21 is \$352,548.00. The hours G&F expended litigating the Actions total 715.20. The costs incurred
22 by G&F in prosecuting the Actions is \$11,137.63. Attached as **Exhibit "2"** are the itemized costs
23 statements for G&F for the case. The fee total for the Becerra Law Firm ("BLF") in prosecuting
24 the Actions total \$247,425.00 for the 329.9 hours that BLF billed to the case. (Declaration of
25 Joseph R. Becerra in Support of Final Approval of Class Action Settlement and Award for
26 Attorney Fees, Costs and Class Representative Enhancement ("Becerra Decl."), ¶17.) BLF also
27 had \$2,711.00 in costs in the Actions. An itemized statement of BLF's costs are attached as Exhibit
28 1 to the Becerra Declaration. (Becerra Decl., ¶17; Exhibit 1.) As such, the total fees billed by Class

1 Counsel collectively for the Actions equals \$599,973.00 plus \$13,848.63 in costs.

2 32. In total, Class Counsel, in aggregate have spent in excess of 1,045.1 hours on the
3 Actions. My billing rate is \$750.00 per hour for wage and hour class actions, and I have been
4 practicing in this area of the law for over 20 years. On May 4, 2021, I was approved at \$750 per
5 hour in the San Bernardino Superior Court in Stokes et. al. v. Exact Staff, Inc., Case No.
6 CIVDS1924628. On May 26, 2021, I was approved at \$750 per hour in the San Bernardino
7 County Superior Court in Arthur Barnes et. al. v. Target Corp., Lead Case No. CIVDS2007761
8 (consolidated with Case Nos. CIVDS2012750 and CIVDS2004578).

9 33. Class Counsels' Lodestar totals \$783,825 (\$750 x 1,045.1) in aggregate. The total
10 fees requested is \$253,750, as such, Class Counsel is asking for less than half of the fees incurred.

11 34. Attached hereto as **Exhibit "3"** is a true and correct copy of Declaration of Jun
12 Dong in support of this motion.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct, and that this declaration is made and executed on this 9th day of
15 September 2022, at Long Beach, California.

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Torey Joseph Favarote

EXHIBIT 1

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CA FAN TUAN INC.

11 (Additional counsel information on next page)
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 JING DONG ZHANG, an individual California
resident on behalf of himself and all others
16 similarly situated,

Plaintiff,

17 v.

18 CA FAN TUAN INC., a California corporation;
and DOES 1-10, inclusive,
19 Defendant.

Case No. CIV SB 2026778

CLASS ACTION

Honorable David Cohn [Dept. S-26]

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

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10 similarly situated

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

2 This Joint Stipulation of Class Action and Representative Action Settlement and Release
3 ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Jun Dong
4 ("Plaintiff" or "Class Representative"), as an individual and on behalf of Class Members, PAGA
5 Members, and the State of California, and Defendant CA Fan Tuan Inc. ("Defendant") (collectively, the
6 "Parties").

7 **1. DEFINITIONS**

8 As used herein, for the purposes of this Settlement Agreement only, the following terms shall be
9 defined as set forth below

10 1.1. **"Action"** means *Jing Dong Zhang v. CA Fan Tuan Inc.*, San Bernardino County Superior
11 Court, Case No. CIV SB 2026778.

12 1.2. **"Attorneys' Costs"** means the litigation costs payment from the Gross Settlement
13 Amount and approved by the Court for Class Counsel's costs associated with the litigation and
14 resolution of the Action, including but not limited to all recoverable costs that Plaintiff or Class Counsel
15 incur for the prosecution and litigation of the Action. It is agreed by the Parties that Class Counsel shall
16 request attorneys' costs not to exceed \$12,000. Class counsel shall submit adequate documentation to
17 support the amount of costs sought. Defendant agrees not to oppose Class Counsel's request for costs.

18 1.3. **"Attorneys' Fees"** means attorneys' fees agreed upon by the Parties and approved by the
19 Court for Class Counsel's litigation and resolution of the Action, including but not limited to securing
20 the Court's final approval of the Settlement and obtaining an entry of a Judgement dismissing the
21 Action. It is agreed by the Parties that Class Counsel shall request attorneys' fees not to exceed 35% of
22 the Gross Settlement Amount, supported by adequate documentation to support the amount of fees
23 sought. Defendant agrees not to oppose Class Counsel's request for attorneys' fees.

24 1.4. **"Class Counsel"** refers to Torey Joseph Favarote of Gleason & Favarote LLP and
25 Joseph R. Becerra of Becerra Law Firm. For purposes of providing any notices required under this
26 Settlement Agreement, Class Counsel shall be notified by email at tfavarote@gleasonfavarote.com for
27 Torey Joseph Favarote and jbecerra@jrbecerrallaw.com for Joseph R. Becerra.

1.5. "Class List" means a list of Class Members and PAGA Members ("Members") that Defendant will compile and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of the Settlement. The Class List shall be provided in electronic form and include the following information: (1) name of each Class Member; (2) courier identification number of each Class Member; (3) the most current, known mailing address and telephone number (if available) of each Class Member; (4) the number of Covered Deliveries performed by the Class Member during Class Period and PAGA Period; (5) number of deliveries that were subject to individual settlement (if applicable); and (6) the social security number for each Member.

1.6. "Class Members" or "Class" refers to all individuals who used Defendant's online platform to perform delivery services as a courier or a contractor in California at any time from July 1, 2019 through December 31, 2021.

1.7. "Class Period" refers to the period from July 1, 2019 through December 31, 2021.

1.8. "Class Representative" or "Plaintiff" means Plaintiff Jun Dong.

1.9. "Class Representative Payment" means the amount paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, PAGA Members, and the State of California, and for her general release of claims against Defendant and any Released Parties. It is agreed by the Parties that Class Counsel shall request a Class Representative Payment in an amount not to exceed \$10,000. Defendant has agreed not to oppose Class Counsel's request.

1.10. "Court" means the San Bernardino County Superior Court.

1.11. "Covered Deliveries" means the total number of deliveries performed by Class Members using Defendant's mobile application during the Class Period, but excluding the approximately 485,008 deliveries performed by Class Members that were subject to the Individual Settlement Agreements. Defendant estimates that there are approximately 814,992 Covered Deliveries and agrees that the Covered Deliveries shall not exceed 855,742—i.e., more than 5% of 814,992.

1.12. "Defendant" means CA Fan Tuan Inc.

1.13. "Defendant's Counsel" refers to Eric M. Steinert, Leo Q. Li, and Claire Y. Chang of Seyfarth Shaw LLP. For purposes of providing any notices required under this Settlement Agreement,

1 Defendant's Counsel shall be notified by email at esteinert@seyfarth.com for Eric M. Steinert;
2 lli@seyfarth.com for Leo Q. Li; and cchang@seyfarth.com for Claire Y. Chang.

3 1.14. **"Effective Date"** means the date upon which both of the following have occurred:
4 (i) approval of the settlement is granted by the Court, or other court assuming jurisdiction of this Action,
5 and (ii) the Court's Judgment approving the settlement becomes Final. "Final" shall mean the latest of:
6 (1) the California Court of Appeal, the California Supreme Court, or the U.S. Supreme Court has
7 rendered a final judgment affirming the Superior Court's final approval without material modification;
8 or (2) the applicable date for seeking appellate review of the Superior Court's final approval of the
9 Settlement, or any appellate decision on an appeal from the Superior Court's final approval of the
10 Settlement, has passed without a timely appeal or request for review having been made.

11 1.15. **"Fairness Hearing"** or **"Final Approval Hearing"** refers to the hearing at which the
12 Court will make a final determination whether the terms of the Settlement Agreement are fair,
13 reasonable, and adequate for Class Members and PAGA Members and meet all applicable requirements
14 for Final Approval.

15 1.16. **"Gross Settlement Amount"** means the entire amount that is allocated towards the
16 resolution of the Action, in an amount not to exceed Seven Hundred Twenty-Five Thousand Dollars
17 (\$725,000) to be paid by Defendant pursuant to this Settlement Agreement. The Gross Settlement
18 Amount is fully inclusive of all Individual Net Settlement Payments, Attorneys' Fees, Attorneys' Costs,
19 the Class Representative Payment, the PAGA Fund, and the Settlement Administration Costs. In no
20 event will Defendant be liable for more than the Gross Settlement Amount, except for the triggering of
21 the Escalation Clause in paragraph 4.1.1. The Gross Settlement Amount also does not include
22 Defendant's share of the payroll taxes required by law.

23 1.17. **"Individual Net Settlement Payment"** means the amount payable to each Class
24 Member. Each Class Member who does not submit a timely and valid Request for Exclusion (i.e.
25 Participating Class Members) shall be entitled to a share of the Net Settlement Amount, determined by
26 the total number of Covered Deliveries performed by the Class Member during the Class Period divided
27 by the Covered Deliveries performed by all Participating Class Members, then multiplied by the amount
28 of Net Settlement Amount. Each Participating Class Member's total number of Covered Deliveries

performed shall be determined based on Defendant's delivery records for Class Members during the Class Period. Ten percent (10%) of each Individual Net Settlement Payment shall be allocated as wage payments and ninety percent (90%) as nonwage payments.

1.18. **"Individual PAGA Settlement Payment"** means the amount payable to each PAGA Member, determined by the number of Covered Deliveries performed by the PAGA Member during the PAGA Period divided by the Covered Deliveries performed by all PAGA Members, then multiplied by the PAGA Settlement Amount.

1.19. **"Individual Settlement Agreements"** refers to the individual settlement agreements Defendant entered into with certain Class Members to resolve and release their claims in the Action as of November 17, 2021, prior to the Parties reaching this Settlement.

1.20. **"LWDA"** refers to California Labor and Workforce Development Agency.

1.21. **"LWDA Payment"** means the amount of PAGA Fund that will be paid to the LWDA in connection with the claims under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) of the PAGA Fund will be paid to the LWDA.

1.22. **"Net Settlement Amount"** means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees, Attorneys' Costs, the Class Representative Payment, the PAGA Fund, and the Settlement Administration Costs. The Net Settlement Amount will be distributed to Participating Class Members.

1.23. **"Notice of Settlement"** means the Notice of Settlement, substantially in the form attached as Exhibit A.

1.24. **"Notice of Objection"** refers to a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include (i) the objector's full name, signature, address, telephone number, and the last four digit of the Social Security Number of the Class Member submitting the objection; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing.

1 1.25. "PAGA" refers to California Private Attorneys General Act of 2004, Cal. Lab. Code
2 §§ 2698, *et seq.*

3 1.26. "PAGA Members" means all individuals who have used Defendant's online platform to
4 perform delivery services as a courier or a contractor in California at any time from October 10, 2019
5 through December 31, 2021.

6 1.27. "PAGA Period" means the period from October 10, 2019 through December 31, 2021.

7 1.28. "PAGA Fund" means the amount that the Parties have agreed to pay to the LWDA and
8 PAGA Members in connection with Plaintiff's claim under PAGA. The Parties have agreed that
9 Twenty-Five Thousand (\$25,000) of the Gross Settlement Amount will be allocated to the PAGA Fund.
10 Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty
11 Dollars (\$18,750) of the PAGA Fund will be paid to the LWDA (i.e. LWDA Payment), and Twenty-
12 Five Percent (25%), or Six Thousand Two Hundred and Fifty Dollars (\$6,250) of the PAGA Fund will
13 be distributed to PAGA Members (i.e. PAGA Settlement Amount), and regardless whether they request
14 to be excluded from the Settlement as a Class Member.

15 1.29. "PAGA Settlement Amount" means the twenty-five percent, or Six Thousand Two
16 Hundred and Fifty Dollars (\$6,250) of the PAGA Fund that will be distributed to PAGA Members.

17 1.30. "Parties" means Plaintiff and Defendant collectively.

18 1.31. "Participating Class Members" means all Class Members who do not submit timely
19 and valid Request for Exclusion.

20 1.32. "Preliminary Approval" means the date on which the Court enters an order granting
21 preliminary approval of the Settlement Agreement.

22 1.33. "Released Claims" means the Released Class Claims and Released PAGA Claims, as
23 defined below.

24 1.34. "Released Class Claims" means all claims, rights, demands, liabilities and causes of
25 action against the Released Parties, whether known or unknown, that were raised or could have been
26 raised based on the facts alleged in the Action during the Class Period. Such claims include, but are not
27 limited to, claims for intentional misclassification under California Labor Code section 226.8; claims for
28 a failure to timely pay all wages under California Labor Code sections 201-204, 206, 206.5, 207, 209,

210, 215, 515, 1194, 1198, any of the IWC Wage Orders and California Code of Regulations, tit. 8 §11010; claims for failure to pay minimum wage under California Labor Code sections 1194, 1194.2, 1197.1, and 1199 as well as under any of the IWC Wage Orders and California Code of Regulations, tit. 8 §11090; claims for overtime and double-time premium wages under California Labor Code sections 510, 558, 1194, and 1198, and any Industrial Welfare Commission Wage Order; claims for failure to provide meal periods and rest breaks under California Labor Code sections 226.7, 512, 1198, any of the IWC Wage Orders and California Code of Regulations, tit. 8 §§11070, 11090; claims for unlawful deductions to wages and passing along the costs of doing business under California Labor Code sections 221-224, 400-410, 450-452, 1198, 2928, and any of the IWC Wage Orders; claims for failure to provide accurate itemized wage statements or maintain accurate payroll records under California Labor Code sections 226 and 1174; claims for waiting-time penalties under California Labor Code sections 201, 202, and 203; claims for reimbursement of expenses under California Labor Code section 2802; claims under the Investigative Consumer Reporting Agencies Act, tit. 1 §§ 1786 *et. seq.* and California Labor Code sections 432.5 and 432.7; claims under the Unfair Competition Law, Bus. & Prof. Code sections 16600, 17200-17208; claims for failure to compensate all engaged time under Bus. & Prof. Code sections 7448 *et seq* (Protect App-Based Drivers and Services Act); claims under California Labor Code, sections 1197; and any associated claim for damages, penalties, interest, restitution, declaratory relief, equitable or injunctive relief, attorneys' fees, or costs.

1.35. **"Released PAGA Claims"** means all claims for violation of the underlying Labor Code sections asserted through California Labor Code §§ 2698, *et seq.*, that are mentioned in the Released Class Claims during the PAGA Period.

1.36. **"Released Parties"** means Defendant, and/or any of its current and former parents, successors, predecessors, affiliates, subsidiaries and related entities, and any of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, or attorneys.

1.37. **"Request for Exclusion"** means a timely letter submitted by a Class Member indicating a request to be excluded from the Class. The Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting

1 exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv)
2 clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or
3 postmarked on or before the Response Deadline.

4 1.38. **"Response Deadline"** means the deadline by which Class Members must submit a
5 Request for Exclusion, Objection Form, or dispute regarding the number of deliveries they performed,
6 which shall be the date that is forty-five (45) calendar days from the initial mailing of the Notice of
7 Settlement, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
8 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
9 Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel.
10 Under no circumstances, however, will the Settlement Administrator have the authority to extend the
11 Response Deadline. In the event that a Notice of Settlement is re-mailed to a Class Member, the
12 Response Deadline for that Class Member shall be the extended by ten (10) calendar days.

13 1.39. **"Settlement Administrator"** means ILYM Group, Inc. or any other third-party class
14 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
15 administering this Settlement. The Parties each represent that they do not have any financial interest in
16 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
17 could create a conflict of interest.

18 1.40. **"Settlement Administration Costs"** means the costs payable from the Gross Settlement
19 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
20 printing, distributing, translating, and tracking documents for this Settlement, tax reporting, distributing
21 the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the
22 Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including,
23 if necessary, any such costs in excess of the amount represented by the Settlement Administrator as
24 being the maximum costs necessary to administer the Settlement.

25 1.41. **"Zhang"** means former representative plaintiff Jing Dong Zhang, who was replaced by
26 Plaintiff on March 14, 2022.
27
28

1 **2. PROCEDURAL HISTORY AND RECITALS**

2 **2.1. The Action**

3 2.1.1. On December 14, 2020, Zhang filed a class action and representative action
4 complaint against Defendant in San Bernardino County Superior Court, entitled *Jing Dong Zhang v. CA*
5 *Fan Tuan Inc., a California corporation*, Case No. CIV SB 2026778. The Complaint alleges the
6 following causes of action: (1) intentional misclassification of employees as independent contractors
7 (Lab. Code § 226.8); (2) failure to pay all wages due (Lab. Code §§ 204, 515, 1194, 1198, Cal. Code of
8 Reg. § 11010 and the IWC Wage Orders); (3) failure to timely pay all wages (Lab. Code §§ 204, 206,
9 206.5, 207, 209, 210, and 215; (4) failure to pay minimum wage (Lab. Code §§ 1194, 1194.2, 1197.1,
10 1199, Cal. Code of Reg. § 11090 and the IWC Wage Orders); (5) failure to pay overtime wages (Lab.
11 Code §§ 510, 558, 1194, 1198); (6) failure to provide meal periods (Lab. Code §§ 226.7, 512, Cal. Code
12 of Reg., tit. 8 § 11070); (7) failure to provide rest periods (Lab. Code §§ 226.7, 512, 1198, the IWC
13 Wage Orders and Cal. Code of Reg. tit. 8 and § 11090(11); (8) unlawful deduction of wages, wage theft
14 and unlawfully passing along the costs of doing business to employees (Lab. Code §§ 221-224, 400-410,
15 450-42, 1198, 2928 and the IWC Wage Orders); (9) failure to reimburse business expenses (Lab. Code §
16 2802; (10) failure to pay wages at termination (Lab. Code §§ 201-203); (11) knowing and intentional
17 failure to comply with itemized employee wage statement provisions (Lab. Code § 226) and keep
18 accurate time records (Lab. Code § 1174(d)); (12) violations of the Investigation Consumer Reporting
19 Agencies Act and Labor Code § 432.5 (ICRAA Civ. Code, 1 § 1786 *et seq.*) and Cal. Lab. Code (§
20 432.7); (13) violation of the Unfair Competition Law (Bus. & Prof. Code §§ 16600, 17200-17208); and
21 (14) violation of the Private Attorneys General Act, Labor Code §§ 2699 *et seq.*

22 **2.2. The Parties Have Engaged in Extensive Discovery**

23 2.2.1. During the litigation of the Action, Class Counsel investigated the claims against
24 Defendant, which included an analysis of any and all applicable defenses. The investigation also
25 included, *inter alia*, the exchange substantial information and data pursuant to formal and informal
26 discovery methods, including multiple days of deposition of Zhang, deposition of Defendant's person
27 most qualified, special interrogatories, requests for production of documents, and requests for
28 admissions. Defendant provided a random sampling of delivery records and pay data for putative Class

1 Members, representing approximately 20% of the class and consisting of millions of data points. The
2 records were furnished in electronic and searchable format, so they could be examined to determine
3 Defendant's level of compliance with the provisions of the California Labor Code that are subject to the
4 claims in the Action. Defendant also provided templates of various versions of its services agreement
5 with Class Members that pertain to the claims in the Action. Defendant also provided, and has agreed to
6 update, its confidential financial records to support that the Settlement is fair, reasonable, and in the best
7 interests of Class Members. Class Counsel represent that they have thoroughly reviewed all of the data,
8 records, and information provided by Defendant and investigated Plaintiff's class and representative
9 claims against Defendant.

10 2.2.2. Class Counsel further represent that they have conducted their own investigation
11 into the underlying facts, events, and issues related to the subject matter of the Action. In addition, Class
12 Counsel represent that they have undertaken an extensive analysis of the legal principles applicable to
13 the claims asserted against Defendant, and the potential defenses thereto.

14 2.2.3. All Parties have had ample opportunity to evaluate their respective positions on
15 the merits of the claims asserted.

16 2.3. **Plaintiff Filed a Motion for Class Certification.** On September 22, 2021, Zhang filed a
17 motion for class certification and noticed the motion for a hearing on November 9, 2021, which was
18 later continued to December 17, 2021 by the Court. On October 26, 2021, Defendant filed its opposition
19 to Zhang's motion for class certification. On December 10, 2021, the Parties reached this Settlement and
20 executed a Memorandum of Agreement. As a result of the Settlement, Plaintiff vacated its motion for
21 class certification without prejudice. On March 14, 2022 the Court signed an order permitting Plaintiff
22 to become class representative, replacing Zhang.

23 2.4. **The Settlement is the Result of Arms' Length Negotiations.** This Settlement was
24 reached after Class Counsels' thorough investigation and evaluation of the Action, and the extensive
25 arm's-length negotiations between Class Counsel and Defendant's Counsel that were made in light of all
26 known facts and circumstances, including the risks of significant delay and uncertainty associated with
27 protracted litigation, the risk that the Action would not be subject to class certification or representative
28 treatment, the various defenses asserted by Defendant, and the numerous potential appellate issues.

1 Based on Class Counsel's investigation and evaluation, Class Counsel is of the opinion that the terms set
2 forth in this Settlement Agreement are fair, reasonable, adequate, and in the best interests of Class
3 Members and PAGA Members.

4 **3. NON-ADMISSION OF LIABILITY**

5 3.1.1. Defendant denies and continues to deny all of the allegations made by Plaintiff in
6 the Action and denies and continues to deny that it is liable or owe any damages, penalties, or other
7 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action.
8 Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and
9 contends that, during all relevant time periods, it complied in all respects with applicable state and
10 federal laws and regulations. Nonetheless, without admitting or conceding any liability or damages
11 whatsoever, and without admitting that a class or representative action is appropriate except for
12 settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set
13 forth in this Settlement Agreement, to avoid the burden, expense, and uncertainty of continued litigation.

14 3.1.2. The Parties understand and agree that this Settlement Agreement and any exhibits
15 thereto are settlement documents and shall be inadmissible for any purpose in any proceeding, except an
16 action or proceeding to approve, interpret, or enforce the terms of this Settlement Agreement. The
17 Parties agree that, to the extent permitted by law, this Settlement Agreement may be pleaded as a full
18 and complete defense to, and may be used as the basis for an injunction against any action, suit, or other
19 proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement.

20 **4. COMPUTATION AND DISTRIBUTION OF SETTLEMENT PROCEEDS**

21 4.1. **Funding of Gross Settlement Amount.** Defendant shall deposit into an interest bearing
22 escrow account with the Settlement Administrator the Gross Settlement Amount, within ten (10)
23 business days after the Effective Date, or as otherwise directed by the Court.

24 4.1.1. **Escalation Clause.** Defendant estimates there will be approximately 814,992
25 Covered Deliveries. Defendant further agrees that the total number of Covered Deliveries will not
26 exceed 855,742—i.e., more than 5% of 814,992. In the event that the number of Covered Deliveries
27 exceed 814,992 by more than 5%, the Gross Settlement Amount shall increase proportionally per
28 delivery.

1 **4.2. Class Representative Payment.** Class Counsel intends to request—and Defendant does
2 not oppose—that the Court approve the Class Representative Payment of \$10,000 for Plaintiff and such
3 payment shall not be subject to payroll taxes or withholdings. The Class Representative Payment is in
4 addition to Plaintiff's Individual Net Settlement Payment and Individual PAGA Settlement Payment.

5 **4.2.1. Class Representative Payment is Not Material.** The Court's approval of the
6 Class Representative Payment is not a material term this Settlement Agreement. If the Court does not
7 approve or approves only a lesser amount than that requested by Class Counsel, the other terms of this
8 Settlement Agreement shall apply. The Court's refusal to approve the Class Representative Payment as
9 requested by Class Counsel does not give Plaintiff, Class Members, PAGA Members, or Class Counsel
10 any basis to abrogate this Settlement. Any amount of the Class Representative Payment as requested by
11 Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

12 **4.2.2. Timing of Class Representative Payment.** The Settlement Administrator shall
13 pay to Plaintiff any approved Class Representative Payment no later than ten (10) days after the Funding
14 of the Gross Settlement Amount. The Settlement Administrator shall issue an Internal Revenue Service
15 ("IRS") Form 1099 to Plaintiff for the Class Representative Payment. Plaintiff shall be solely and legally
16 responsible for paying all applicable taxes on the Class Representative Payment and shall indemnify and
17 hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of
18 the payment.

19 **4.3. Attorneys' Fees.** Class Counsel intends to request—and Defendant agrees not to
20 oppose—that the Court approve Attorneys' Fees in an amount up to thirty-five percent (35%) of the
21 Gross Settlement Amount (or \$253,750), supported by adequate documentation by Class Counsel for the
22 amount of fees sought. Except as provided in this Settlement, Defendant shall have no liability for any
23 other attorneys' fees incurred by Class Counsel.

24 **4.4. Attorneys' Costs.** Class Counsel intends to request—and Defendant agrees not to
25 oppose—that the Court approve Attorneys' Costs in an amount up to \$12,000 of the Gross Settlement
26 Amount, supported by adequate documentation by Class Counsel for the amount of costs sought. Except
27 as provided in this Settlement, Defendant shall have no liability for any other attorneys' costs incurred
28 by Class Counsel.

1 **4.4.1. Approval of Attorneys' Fees and Attorneys' Costs is Not Material.** The
2 Court's approval of the Attorneys' Fees and Attorneys' Costs is not a material term of the Settlement. If
3 the Court does not approve or approves only a lesser amount than that requested by Class Counsel, the
4 other terms of this Settlement Agreement still apply. The Court's refusal to approval the Attorneys' Fees
5 and/or Attorneys' Costs does not give Plaintiff, the Class Member, PAGA Members, or Class Counsel
6 any basis to abrogate this Settlement. Any amount of Attorneys' Fees and/or Attorneys Costs requested
7 by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

8 **4.4.2. Timing of Payment of Attorneys' Fees and Attorneys' Costs.** The Settlement
9 Administrator shall pay to Class Counsel any approved Attorneys' Fees and Attorneys' Costs no later
10 than ten (10) days after the Funding of the Gross Settlement Amount. The Settlement Administrator
11 shall issue an IRS Form 1099 to Class Counsel for any Attorneys' Fees and Attorneys' Costs payments,
12 based on the allocation communicated by Class Counsel. Class Counsel shall be solely and legally
13 responsible for paying all applicable taxes on any Attorneys' Fees or Attorneys' Costs payments and
14 shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest
15 arising as a result of the payments.

16 **4.5. Settlement Administration Costs.** Class Counsel intends to request—and Defendant
17 agrees not to oppose—that the Court approve the Settlement Administration Costs, which will be paid
18 from the Gross Settlement Amount. Any amount of Settlement Administration Costs requested by Class
19 Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount. Upon completion
20 of administration of the Settlement, the Settlement Administrator shall provide a written certification of
21 such completion to Class Counsel and Defendant's Counsel. The Parties agree to cooperate in the
22 settlement administration process and to make all reasonable efforts to control and to minimize
23 Settlement Administration Costs.

24 **4.5.1. Approval of Settlement Administration Costs is Not Material.** The Court's
25 approval of the Settlement Administration Costs is not a material term of this Settlement Agreement. If
26 the Court does not approve or approves only a lesser amount than that requested by Class Counsel for
27 Settlement Administration Costs, the other terms of this Settlement Agreement shall still apply. The
28 Court's refusal to approve the Settlement Administration Costs requested by Class Counsel does not

1 give Plaintiff, the Class Members, PAGA Members, or Class Counsel any basis to abrogate this
2 Settlement. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved
3 by the Court shall be allocated to the Net Settlement Amount.

4 **4.5.2. Timing of Payment of Settlement Administration Costs.** The Settlement
5 Administration Costs approved by the Court should be paid to the Settlement Administrator no later than
6 ten (10) days after the Funding of the Gross Settlement Amount.

7 **4.6. PAGA Fund.** The Parties will seek approval for a PAGA Fund of \$25,000 to be paid
8 from the Gross Settlement Amount. Seventy-five percent (75%) of the PAGA Settlement Amount (or
9 \$18,750) will be paid to the LWDA consistent with Labor Code section 2699(i) and (j) no later than ten
10 (10) business days after the Funding of the Gross Settlement Amount. The remaining twenty-five
11 percent (25%) of the PAGA Fund (or \$6,250) shall be available for distribution to PAGA Members
12 under the terms of this Settlement Agreement (i.e. PAGA Settlement Amount).

13 **4.6.1. Timing of LWDA Payment.** The Settlement Administrator shall pay to the
14 LWDA any approved LWDA Payment within ten (10) days after the Funding of the Gross Settlement
15 Amount.

16 **4.7. Individual Net Settlement Payment.** Class Members who do not opt out by submitting a
17 timely and valid Request for Exclusion (i.e. Participating Class Members) shall be entitled to receive a
18 portion of the Net Settlement Amount, in accordance with the formula set forth below.

19 **4.7.1. Calculation of Each Class Members' Share of the Net Settlement Amount.**
20 Each Class Member will receive their Individual Net Settlement Payment, which is a pro rata share of
21 the Net Settlement Amount calculated in accordance with the following formula:

22 Each Class Member's potential share of the Net Settlement Amount will be calculated
23 using his or her total number of Covered Deliveries performed during the Class Period
24 (excluding any deliveries subject to the Individual Settlement Agreements) divided by the
25 Covered Deliveries performed by all Participating Class Members, then multiplied by the
Net Settlement Amount — i.e. (individual Covered Deliveries ÷ Covered Deliveries by all
Participating Class Member × Net Settlement Amount).

26 **4.7.2. Allocation of Individual Net Settlement Payments.** Each Class Member's
27 Individual Net Settlement Payment will be characterized as ninety percent (90%) Form 1099 income and
28 ten percent (10%) W-2 income, to reflect that 90% of the payment will account for penalties and interest

1 that are not subject to payroll deductions, while 10% will account for unpaid wages that are subject to
2 payroll deductions. In accordance with applicable tax laws, required tax withholdings and payroll
3 deductions will be taken from each Individual Net Settlement Payment for the portion allocated to Form
4 W-2 income and remitted to the appropriate taxing authorities. Defendant's share of payroll taxes shall
5 be paid separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall
6 issue all necessary IRS Form 1099 and Form W-2 statements to Class Members for their respective
7 Individual Net Settlement Payment. Class Members shall be solely and legally responsible for paying all
8 other applicable taxes on their respective Individual Net Settlement Payment, if any, and shall indemnify
9 and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a
10 result of the Class Members' failure to pay their share of any taxes.

11 **4.7.3. Treatment of Individual Net Settlement Payments.** The allocation of a portion
12 of the Individual Net Settlement Payments as wage payments shall not constitute as an admission by
13 Defendant of liability or that Class Members were misclassified as independent contractors and should
14 be classified as employees. Defendant expressly denies that it misclassified Class Members as
15 independent contractors.

16 **4.8. Individual PAGA Settlement Payment.** Class Members who are also PAGA Members
17 will be entitled to receive a portion of the PAGA Settlement Amount, in accordance with the formula set
18 forth below:

19 Each PAGA Member's potential share of the PAGA Settlement Amount will be calculated by his
20 or her total number of Covered Deliveries performed during the PAGA Period (excluding any
21 deliveries that were subject to the Individual Settlement Agreements) divided by the Covered
22 Deliveries performed by all PAGA Members, then multiplied by the PAGA Settlement Amount
— i.e., (individual Covered Deliveries ÷ Covered Deliveries by PAGA Members) × PAGA
Settlement Amount).

23 **4.9. Settlement Check.** If a Class Member is entitled to both an Individual Net Settlement
24 Payment and an Individual PAGA Settlement Payment, the Individual Net Settlement Payment and the
25 Individual PAGA Settlement Payment will be combined and distributed as one single check.

26 **4.9.1. Timing of Individual Net Settlement Payments and Individual PAGA**
27 **Settlement Payments.** The Settlement Administrator shall issue settlement checks constituting the
28

1 Individual Net Settlement Payment and the Individual PAGA Settlement Payment no later than ten (10)
2 days after the Funding of the Gross Settlement Amount.

3 4.10. **Non-Reversionary Settlement For Undeliverable or Uncashed Checks.** This
4 Settlement shall be a non-reversionary Settlement. Any settlement checks distributing Individual Net
5 Settlement Payments and/or Individual PAGA Settlement Payments returned to the Settlement
6 Administrator as undeliverable shall be sent within five (5) calendar days via First Class U.S. Mail to the
7 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
8 shall attempt to determine the correct address using a single computer skip-trace search, and it shall then
9 perform a re-mailing within five (5) calendar days. The amount of any Individual Net Settlement
10 Payments and Individual PAGA Settlement Payments that remain undeliverable or uncashed one
11 hundred and eighty (180) calendar days after the postmarked date of the initial mailing of these
12 payments will be expired and deposited with the State of California Controller's Unclaimed Property
13 Division.

14 4.11. **Tax Payment Considerations.** Neither Class Counsel nor Defendant's Counsel intend
15 anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor
16 shall anything in this Settlement Agreement be relied upon as such within the meaning of United States
17 Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

18 4.11.1. **No Tax Advice or Liability.** Each Class Member and PAGA Member agree to
19 indemnify, and to hold harmless Defendant from any liability for taxes, fees, costs, or assessments
20 resulting from his or her failure to timely pay their individual share of taxes, interest, fees, or penalties
21 owed.

22 5. NOTICE TO CLASS MEMBERS

23 5.1. **Class List.** Within twenty-one (21) calendar days of the entry of a Preliminary Approval
24 Order, Defendant shall provide to the Settlement Administrator the Class List. The contact information
25 is being provided confidentially, and the Settlement Administrator shall treat the information as private
26 and confidential and take all necessary precautions to maintain the confidentiality of contact information
27 of each Member. This information is to be used only to carry out the Settlement Administrator's duties
28 as specified in this Settlement Agreement. The Settlement Administrator shall confirm the destruction of

1 the Class List with Defendant upon completion of the Settlement Administrator's duties in administering
2 the Settlement. Defendant will provide Plaintiff's Counsel with the total number of Class Members, the
3 total number of Covered Deliveries during the Class Period and the PAGA Period, the total number of
4 number of deliveries that were subject to individual settlement, so that Plaintiff's Counsel may prepare
5 the required motions and ascertain whether specific clauses of this agreement are triggered. The Claims
6 Administrator will also provide this information to Plaintiff's Counsel upon request once the Class List
7 is provided to the Settlement Administrator.

8 **5.2. Mailing of Notice.** The Settlement Administrator shall mail the Notice of Settlement (in
9 English and Simplified Chinese) to Class Members within fifteen (15) days of the receipt of Class List
10 from Defendant. The Settlement Administrator shall send the Notices of Settlement via First Class U.S.
11 Mail, using the most current, known mailing address for each Class Member based on information
12 provided by Defendant. Upon receipt of the Class List, the Settlement Administrator shall perform a
13 search based on the National Change of Address Database maintained by the United States Postal
14 Service to update and correct any known or identifiable address changes. The Notice of Settlement shall
15 be substantially in the form attached as Exhibit A to this Settlement Agreement.

16 **5.3. Notice of Settlement.** The Notice of Settlement which will be mailed to Class Member
17 will advise each Class Member of the Action. The Notice will also advise Class Members of their right,
18 as well as the procedures, to submit a timely and valid Request for Exclusion or Notice of Objection.
19 The Notice of Settlement will advise Class Members that they will receive an Individual Net Settlement
20 Payment as long as they do not submit a timely and valid Request for Exclusion, as described below.
21 The Notice will also advise Class Members that they may receive an additional payment of Individual
22 PAGA Settlement Payment if they are also PAGA Members. The Notice will further inform Class
23 Members that they will be bound by the applicable Released Claims if they do not submit a timely and
24 valid Request for Exclusion.

25 **5.4. Non-Delivered Notice of Settlement.** Any mailing returned to the Settlement
26 Administrator as undeliverable shall be sent within five (5) business days via First Class U.S. Mail to the
27 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
28

1 shall attempt to determine the correct address using a computer-based skip-trace search, and it shall then
2 perform a single re-mailing via First Class U.S. Mail within five (5) business days.

3 **5.5. Proof of Mailing.** At least five (5) business days prior to the filing of the Motion for
4 Final Approval of the Settlement, the Settlement Administrator shall provide a declaration of due
5 diligence and proof of mailing with regard to mailing of the Notice of Settlement, Request for
6 Exclusion, and Objection to Class Counsel and Defendant's Counsel, which they shall in turn provide to
7 the Court.

8 **6. CLASS MEMBERS' OPTIONS TO RESPOND**

9 **6.1. Class Members' Consideration Period.** Class Members shall be provided forty-five
10 (45) calendar days to exercise any rights with regard to the Settlement, following the postmark date of
11 the initial mailing of the Notice of Settlement. Except as specifically provided herein, no Class Member
12 responses of any kind that are postmarked more than 45 calendar days after the initial mailing of Notice
13 of Settlement or ten (10) days after the date of any re-mailing of the Notice of Settlement, whichever is
14 later, shall be considered.

15 **6.2. Opt Out Rights.** Class Members shall be given the opportunity to opt out of the class
16 action settlement.

17 **6.3. Opt Out Procedures.** Class Members may opt out of the class action settlement by
18 mailing to the Settlement Administrator a Request for Exclusion. Any such Request for Exclusion must
19 be postmarked not more than forty-five (45) calendar days after the postmark date of the initial mailing
20 of the Notice of Settlement or ten (10) calendar days after the date of any re-mailing of the Notice of
21 Settlement by the Settlement Administrator, whichever is later. To be a valid Request for Exclusion, the
22 request must: (i) set forth the name, address, telephone number and last four digits of the Social Security
23 Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned
24 to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in
25 the Settlement; and (v) be faxed or postmarked on or before the Response Deadline. Any Request for
26 Exclusion that does not include all of the required information or that is not submitted in a timely
27 manner will be deemed null, void, and ineffective. If there is a dispute regarding the timeliness or
28

1 validity of a Request for Exclusion, the Settlement Administrator shall make the determination, after
2 consultation with Class Counsel and Defendant's Counsel.

3 **6.3.1. Effect of Opt Out.** Any Class Member who opts out of the Settlement may not
4 object to the Settlement, shall not receive any Individual Net Settlement Payment, and shall not be
5 bound by the Released Class Claims. If a Class Member submits both a Request for Exclusion and an
6 Objection, the Class Member's Request for Exclusion will be valid and be deemed to invalidate the
7 Objection. A Class Member who is also a PAGA Member will receive his or her share of the PAGA
8 Settlement Payment regardless of whether the Class Member opts out of the Settlement.

9 **6.4. Objection Rights.** Because a class will be certified by the Court for settlement purposes,
10 only Class Members who do not opt out of the Settlement shall be entitled to object to the terms of the
11 Settlement Agreement.

12 **6.4.1. Objection Procedures.** Class Members' objections to the Settlement must be
13 made using the procedures set forth in the Notice of Settlement. The Notice of Objection must be sent to
14 the Settlement Administrator and postmarked no later than forty-five (45) calendar days after the first
15 postmark date of mailing the Notice of Settlement or ten (10) calendar days after the date of any re-
16 mailing of the Notice of Settlement by the Settlement Administrator, whichever is later.

17 An objection shall be deemed to be submitted as of the postmarked date. The Objection Form
18 must contain: (i) the objector's full name, signature, address, telephone number, and the last four digit of
19 the Social Security Number of the Class Member submitting the objection; (ii) a written statement of all
20 grounds for the objection accompanied by any legal support for such objection; (iii) copies of any
21 papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the
22 objector intends to appear at the Final Approval Hearing. Class Members who submit a timely and valid
23 Notice of Objection remain bound by this Settlement Agreement, including the applicable Released
24 Class Claims provisions unless otherwise ordered by the Court.

25 **6.4.2. Waiver of Objection Rights.** Class Members who fail to make objections in the
26 manner specified in the Notice of Settlement shall be deemed to have waived any objections and shall be
27 foreclosed from making any objection, whether by appeal or otherwise, to this Settlement Agreement.
28

1 **6.5. Disputed Deliveries on Notice.** Class Members will have an opportunity to dispute the
2 number of deliveries they performed that is indicated on their Notice of Settlement. To do so, Class
3 Members may produce, by no later than the Response Deadline to submit their Request for Exclusion,
4 evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement
5 Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement
6 Administrator will evaluate the evidence submitted by the Class Member and will make the final
7 decision as to the merits of the dispute. All disputes will be decided within ten (10) business days of the
8 deadline for Class Members to submit their Request for Exclusion.

9 **6.6. Defendant's Rights to Withdraw.** Defendant has the right, at its sole option, to
10 withdraw from this Agreement if 10% or more of the Class Members submit a timely and valid Request
11 for Exclusion. Defendant must exercise this right of rescission in writing within seven business days
12 after the Settlement Administrator notifies the Parties in writing that at least 10% Class Members have
13 opted out of the Class Settlement. If Defendant exercises this right to withdraw, Defendants will be
14 responsible for all Settlement Administration Costs incurred by the Settlement Administrator. Class
15 Counsel agrees not to engage in any conduct to encourage Class Members to opt out of the Settlement.
16 Class Counsel further represents and warrants that they currently do not represent and are not actively
17 seeking to represent any Class Members to pursue any Released Claims against Defendant on an
18 individual basis.

19 **6.7. Proof of Class Members Responses; Declaration by Settlement Administrator.** By
20 not later than sixty (60) calendar days after the initial mailing of the Notice of Settlement, the Settlement
21 Administrator will prepare and submit a declaration attesting to (by number of relevant individuals), its
22 mailing of the Notice of Settlement, its inability to deliver any mailing due to invalid addresses, and its
23 receipt of valid Requests for Exclusion and Notice of Objection. Five (5) calendar days prior to the filing
24 of the Motion for Final Approval of the Settlement, the Settlement Administrator will prepare a
25 supplemental declaration to submit to the Court, to indicate the total number of Class Members, the total
26 number of Covered Deliveries during the Class Period, the total number of number of deliveries that
27 were subject to individual settlement, the minimum, maximum, and average settlement distribution to
28 the Class Members, the minimum, maximum, and average PAGA distribution to each PAGA Member,

1 the total number of class member objections, the total number of class member Requests for Exclusion,
2 and the number of valid and timely Requests for Exclusion.

3 **6.8. Binding Effect of the Settlement.** Although some Class Members might not receive the
4 Notice of Settlement, or timely submit the Request for Exclusion or the Notice of Objection as provided
5 under this Settlement Agreement, due to inability to locate their current address following the
6 procedures set forth in this Settlement Agreement, such individuals shall nonetheless be bound by all of
7 the terms of this Settlement and the Final Approval Order and Final Judgment.

8 **7. RELEASES**

9 **7.1. Release of Claims by Participating Class Members and PAGA Members.** Upon the
10 Effective Date and Funding of the Gross Settlement Amount, Plaintiff and all Class Members who do
11 not submit a timely and valid Request for Exclusion (i.e. Participating Class Members) will be deemed
12 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
13 Released Parties of all Released Class Claims. In addition, all PAGA Members will be deemed to have
14 fully, finally and forever released, settled, compromised, relinquished, and discharged the Released
15 Parties of all Released PAGA Claims.

16 **7.2. General Release of Claims by Plaintiff.** Upon the Effective Date and Funding of the
17 Gross Settlement Amount, and in consideration of Plaintiff's awarded Class Representative Payment,
18 her Individual Net Settlement Payment and Individual PAGA Settlement Payment, and the other terms
19 and conditions of the Settlement, Plaintiff releases any and all claims, rights, demands, liabilities, and
20 causes of action against Defendant and any of the Released Parties, including but not limited to those
21 raised or could have been raised based on the facts alleged in the Action, those released by Class
22 Members and PAGA Members as set forth above, and those arising from or related to Her business
23 relationship with Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include all such
24 claims, whether known or unknown, and Plaintiff waives the protection of California Civil Code section
25 1542 with respect to such claims. California Civil Code Section 1542 provides:

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

1 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
2 **PARTY.**

3 Plaintiff acknowledges and agrees that this knowing and voluntary waiver of California Civil Code
4 section 1542 or similar provisions is an essential and material term of this Settlement, and the Settlement
5 would not have been entered into without such a waiver.

6 **7.3. Injunction from Pursuing Released Claims.** As part of the preliminary approval of this
7 Settlement, which is subject to Court approval, Participating Class Members and PAGA Group
8 Members shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims,
9 complaints, or proceedings in any court, or with the California Division of Labor Standards Enforcement
10 ("DLSE"), or with the LWDA, or the United States Department of Labor ("DOL"), or with any other
11 entity or agency regarding the Released Claims.

12 **7.4. Participating Class Members and PAGA Members' Acknowledgement.** The
13 Participating Class Members and PAGA Group Members acknowledge that they may hereafter discover
14 facts or law different from, or in addition to, the facts or law they know or believe to exist with respect
15 to the Released Claims. The Participating Class Members and PAGA Group Members nonetheless agree
16 that this Settlement Agreement and the Released Claims contained in it shall be and remain effective in
17 all respects notwithstanding such different or additional facts or law regarding such Released Claims.
18 These releases do not include any claims that cannot be waived as a matter of law.

19 **8. SETTLEMENT APPROVAL PROCEDURE**

20 **8.1. Duties of the Parties with Respect to Obtaining a Preliminary Approval of the**
21 **Settlement.** Plaintiff shall be responsible for drafting a motion seeking Preliminary Approval of the
22 Settlement. If the motion is not jointly filed by the Parties, Defendant reserves its right to file a
23 responsive pleading to correct any inaccuracies presented to the Court. The motion shall apply to the
24 Court for the entry of an order ("Preliminary Approval Order"), which shall seek the following:

- 25 a. Conditionally certifying the Class for settlement purposes;
- 26 b. Granting Preliminary Approval of the Settlement;
- 27 c. Preliminarily appointing Plaintiff as Class Representative;
- 28 d. Preliminarily appointment Plaintiff's counsel as counsel for the Class;

- e. Approving, as to form and content, the mutually agreed-upon and proposed Notice of Settlement;
- f. Approving the manner and method for Class Member to request to opt out of the Settlement as contained herein and within the Notice of Settlement;
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members and PAGA Members.

8.2. Effect of Failure to Obtain Preliminary Approval. If this Settlement is not preliminarily approved, the Actions shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration of the ruling or Court approval of a renegotiated settlement. Defendant retains the right to contest whether any aspect of the Action should be maintained as a class or representative action, or to contest the merits of the claims being asserted by Plaintiff, Class Members, or PAGA Members in the Action.

8.3. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Net Settlement Payment; (b) PAGA Fund; (c) Attorneys' Fees; (d) Attorneys' Costs; (e) Class Representative Payment; and (f) Settlement Administration Costs. Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. If the motion is not jointly filed by the Parties, Defendant reserves its right to file a responsive pleading to correct any inaccuracies presented to the Court. Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order" and "Final Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Class for settlement purposes only;
- c. Approval of the application for Attorneys' Fees and Attorney's Costs to Class Counsel;

- 1 d. Approval of the application for Class Representative Payment;
2 e. Directing Defendant to fund all amounts due under this Settlement
3 Agreement and ordered by the Court; and
4 f. Entering judgment in the Action barring and enjoining all Participating
5 Class Member and PAGA members from prosecuting the Released Class
6 Claims and Released PAGA claims against any of the Released Parties, if
7 approved by the Court, and Plaintiff from prosecuting Plaintiff's Released
8 Claims against any of the Released Parties, while maintaining continuing
9 jurisdiction, in conformity with California Rules of Court 3.769 and this
10 Settlement Agreement.

11 **8.4. Motion for Attorneys' Fees and Attorneys' Costs.** Concurrently with the Motion for
12 Final Approval Order, Class Counsel shall file a motion for the Court's approval of Attorneys' Fees in
13 an amount up to thirty-five percent (35%) of the Gross Settlement Amount (or \$253,750), supported by
14 adequate documentation by Class Counsel to support the amount of fees sought. Class Counsel shall also
15 file a motion for the Court approval of Attorneys' Costs in an amount up to \$12,000, supported by
16 adequate documentation to support the amount of costs sought. Defendant will not be required to
17 support such a motion.

18 **8.5. Effect of Failure to Obtain Final Judgment.** In the event the Court fails to enter a final
19 judgment in accordance with this Settlement Agreement, or such final judgment is vacated or reversed
20 or materially modified the terms of the Settlement, the Action shall proceed as if no settlement had been
21 attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or
22 Court approval of a renegotiated settlement.

23 **8.6. Waiver of Appeal Rights.** By accepting this Settlement, and upon final approval of the
24 Settlement being granted, the Parties hereby waive any and all rights they may have to appeal any
25 judgment, ruling, or order made by the Court in the Action, including, without limitation, any order
26 granting final approval of this Settlement or dismissing the Action with prejudice, unless the Court's
27 order or ruling materially modifies the Settlement. The waiver of appeal rights includes all rights to any
28 post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate

1 judgment, a motion for a new trial, a motion for relief, and any extraordinary writ, and the Final
2 Judgment therefore will become non-appealable at the time it is entered. In the event that the Court
3 approves a lesser amount of Class Representative Payment, Attorneys' Fees, and/or Attorneys' Costs,
4 Plaintiff and Class Counsel retain the right to appeal the payments awarded by the Court provided that in
5 doing so, Plaintiff and Class Counsel do not seek reversal of the order granting final approval of the
6 Settlement in all other respects.

7 **9. MISCELLANEOUS**

8 **9.1. Certification of Class Action for Settlement Purposes Only.** The Parties agree to
9 stipulate to class action certification for purposes of the settlement only. If, for any reason, the
10 Settlement is not approved, the stipulation to certification will be void. The Parties further agree that
11 certification for purposes of the settlement is not an admission that class action is proper under the
12 standards applied to contested certification motions and that this Settlement Agreement will not be
13 admissible in this or any other proceeding as evidence that either (i) a class action should be certified or
14 (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the terms of the
15 Agreement.

16 **9.2. Updated Financial Records.** Defendant has previously provided certain financial
17 records to Class Counsel. As part of the Settlement, Defendant agrees to provide updated records
18 reflecting its current financial condition, including but not limited to updated Profit and Loss Statements
19 and Balance Sheets for the fiscal years of 2020 and 2021. Plaintiff and Class Counsel agree that any
20 financial information furnished by Defendant shall remain private and confidential, and is subject to the
21 terms of Protective Order.

22 **9.3. No Waiver of Right to Arbitrate.** The Parties agree that this Settlement and any effort
23 to obtain the Court's Final Approval of the Settlement, including but not limited to, seeking conditional
24 certification of Class for the sole purpose of settlement, does not constitute a waiver of Defendant's right
25 to enforce the arbitration agreements entered into between Defendant and some Class Members in the
26 Action or any future proceedings.

27 **9.4. Continued Jurisdiction.** After entry of judgment pursuant to the Settlement, the Court
28 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section

1 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
2 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
3 judgment matters as may be appropriate under court rules or as set forth in this Settlement. The Parties
4 agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of judgment.

5 **9.5. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation in the
6 Action, except such proceedings necessary to implement and to obtain a Preliminary Approval Order
7 and Final Approval Order of the terms of the Settlement Agreement. If the Settlement is not finally
8 approved, the Parties agree that they will revert to their positions in the Action prior to the time the
9 Settlement was reached, and no agreements set forth in this Settlement Agreement will be admissible in
10 any future proceeding in this or any other action.

11 **9.6. Parties' Authority.** The signatories hereto represent that they are fully authorized to
12 enter into this Settlement Agreement and are fully authorized to bind the Parties to all terms stated
13 herein. It is agreed that Class Members and PAGA Members are so numerous that it is impossible or
14 impractical to have each member execute this Settlement Agreement. It is agreed that this Settlement
15 Agreement may be executed on behalf of Class Members and PAGA Members by Plaintiff.

16 **9.7. Entire Agreement.** This Settlement Agreement, which includes the Definitions, Recitals,
17 and all Exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the
18 subject matter contained herein, and all prior and contemporaneous negotiations and understandings
19 between the Parties shall be deemed merged into this Settlement Agreement.

20 **9.8. No Publicity.** The Parties and their counsel agree that they will not issue any press
21 releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If
22 counsel for any party receives an inquiry about the Settlement from the media, counsel may respond
23 only after the motion for approval of the Settlement has been filed and only by confirming the accurate
24 terms of the Settlement. Nothing in this provision shall prevent Defendant, Plaintiff, and/or their counsel
25 from making any disclosure required by law or their fiduciary obligations.

26 **9.9. Arms'-Length Transaction; Materiality of Terms.** The Parties have arrived at this
27 Settlement as a result of arm's-length negotiations. Except as otherwise stated in this Settlement
28 Agreement, all terms and conditions of this Settlement Agreement in the exact form set forth in it are

1 material to this Settlement Agreement and have been relied upon by the Parties in entering into this
2 Settlement.

3 **9.10. Counterparts.** This Settlement Agreement may be executed in counterparts, and when
4 each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
5 original, and when taken together with other signed counterparts, shall constitute one signed Settlement
6 Agreement, which shall be binding upon and effective as to all Parties.

7 **9.11. Facsimile or Scanned Signatures.** Any party may sign and deliver this Settlement
8 Agreement by signing on the designated signature block and transmitting that signature page via
9 facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and
10 transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Settlement
11 Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall be
12 binding upon the party who transmits the signature page.

13 **9.12. Binding Effect.** This Settlement Agreement shall be binding upon the Parties and, with
14 respect to Plaintiff, Class Members, PAGA Members, their spouses, children, representatives, heirs,
15 administrators, executors, beneficiaries, conservators, attorneys, and assigns.

16 **9.13. Waivers and Modifications to Be in Writing.** No waiver, modification, or amendment
17 of the terms of this Settlement Agreement, whether purportedly made before or after the Court's Final
18 Approval of this Settlement Agreement, shall be valid or binding, unless in writing, signed by or on
19 behalf of all Parties by Class Counsel and Defendant's Counsel and then only to the extent set forth in
20 such written waiver, modification, or amendment, subject to any required Court approval. Any failure by
21 any Party to insist upon the strict performance by the other Party of any of the provisions of this
22 Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of
23 any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure,
24 shall have the right thereafter to insist upon the specific performance of any and all of the provisions of
25 this Settlement Agreement. The time periods and dates provided in this Settlement Agreement with
26 respect to giving of notices and hearings are subject to Court approval and modification by the Court or
27 by written stipulation of Class Counsel and Defendant's Counsel.
28

1 **9.14. Construction.** The determination of the terms and conditions of this Settlement
2 Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting
3 of this Settlement Agreement, and the terms and conditions of this Settlement Agreement are not
4 intended to be, and shall not be, construed against any party by virtue of draftsmanship.

5 **9.15. Exhibits Incorporated by Reference.** The terms of this Settlement Agreement include
6 the terms set forth in any attached exhibit, which are incorporated by this reference as though fully set
7 forth herein. Any exhibit to this Settlement Agreement is an integral part of the Settlement.

8 **9.16. Captions.** The captions or headings of the sections and paragraphs of this Settlement
9 Agreement have been inserted for convenience of reference only and shall have no effect upon the
10 construction or interpretation of any part of this Settlement.

11 **9.17. Invalidity of Any Provision.** Before declaring any provision of this Settlement
12 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to render all provisions of this Settlement
14 Agreement valid and enforceable.

15 **9.18. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate fully
16 with each other and shall use their best efforts to obtain the Court's Final Approval of this Settlement
17 Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
18 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
19 the provisions of this Settlement Agreement.

20 **9.19. No Prior Assignments or Undisclosed Liens.** Plaintiff and Class Counsel represent and
21 warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to
22 assign, transfer, convey, or otherwise dispose of, any Released Claims and Plaintiff's Released Claims,
23 or the attorneys' fees and costs to be paid pursuant to this Settlement. Plaintiff and Class Counsel further
24 represent and warrant that there are not any liens or claims against any of the amounts to be paid by
25 Defendant pursuant to this Settlement Agreement.

26 **9.20. Waiver of Right to Object by Plaintiff.** Plaintiff agrees to sign this Settlement
27 Agreement, and by signing this Settlement Agreement, Plaintiff is thereby bound by the terms of this
28 Settlement. Plaintiff further agrees that she shall not object to any of the terms of this Settlement.

1 **9.21. No Solicitation of Requests for Exclusion or Objections.** The Parties further represent
2 and warrant that they have not and will not solicit, encourage, or assist in any fashion any effort by any
3 entity or person to object to or to seek exclusion from the Settlement set forth in this Settlement
4 Agreement.

5 **9.22. Disputes.** If the Parties have a dispute with regard to the language of this Settlement
6 Agreement, they agree to first attempt to resolve the dispute informally through good faith negotiations,
7 but if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the
8 costs of the mediator, and all parties will bear their own fees and costs.

9 **9.23. Representation by Counsel.** The Parties acknowledge that Plaintiff has been represented
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
11 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
12 in full.

13 **9.24. Governing Law.** This Settlement and Agreement was made and entered into in the State
14 of California. All terms of this Settlement Agreement shall be governed by and interpreted according to
15 the substantive laws of the State of California and the United States of America as applicable.

16 **IN WITNESS WHEREOF,** the Parties hereto knowingly and voluntarily executed this Joint
17 Stipulation of Class Action Settlement and Release between Plaintiff and Defendant:

18 **IT SO AGREED AND STIPULATED:**

19 04-05
20 DATED: ~~March~~, 2022

21 By: Jun Dong
22 JUN DONG,
Plaintiff

23 DATED: March __, 2022

24 By: Yaofei Feng
25 Yaofei Feng
26 Co-Founder, CA Fan Tuan Inc.
27
28

1 APPROVED AS TO FORM:

2 DATED: March, 2022

3 April 5, 2022

BECERRA LAW FIRM

4 By:

Joseph R. Becerra
Attorneys for Plaintiff
JUN DONG

6 DATED: March, 2022

7 April 5, 2022

GLEASON & FAVAROTE LLP

9 By:

Torey Joseph Favarote
Attorneys for Plaintiff
JUN DONG

10 4/6/2022

11 DATED: March, 2022

SEYFARTH SHAW LLP

13 By:

Eric M. Steinert
Leo Q. Li
Claire Y. Chang
Attorneys for Defendants
CA FAN TUAN INC.

EXHIBIT 2

GLEASON & FAVAROTE, LLP

4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Telephone 213.452.0510
Facsimile 213.452.0514

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For Services Rendered

			Hours	
07/27/2020	DHD	Research whether CA Fan Tuan Inc. has been sued before.	0.40	84.00
07/28/2020	DHD	Review Fan Tuan contract and draft PAGA letter.	4.20	882.00
07/29/2020	DHD	Draft Fan Tuan Class Action Complaint.	0.80	168.00
	DHD	Revise and edit PAGA letter.	2.20	462.00
07/30/2020	DHD	Draft class action complaint for Zhang v. Fan Tuan.	2.90	609.00
	DHD	Revise and edit Zhang v. Fan Tuan PAGA letter.	0.80	168.00
	DHD	Investigate Fan Tuan's corporate structure.	0.40	84.00
	TJF	Review and revise PAGA letter.	0.70	525.00
07/31/2020	DHD	Draft and revise class action complaint.	0.60	126.00
08/01/2020	TJF	Review and revise draft class action complaint.	3.20	2,400.00
08/03/2020	DHD	Draft and revise class action complaint.	1.90	399.00
08/18/2020	DHD	Draft and revise class action complaint.	3.40	714.00
08/19/2020	DHD	Revise and edit class action complaint.	1.20	252.00
09/11/2020	DHD	Draft and revise courtesy letter forwarding PAGA notification.	0.80	168.00
09/14/2020	DHD	Research into amendment and exemptions from AB 5 and AB 2257.	0.90	189.00
11/16/2020	DHD	Research new cases against defendant and filed PAGA letters.	1.00	210.00
11/19/2020	DHD	Research updates on leading AB 5 and Prop 22 cases.	0.20	42.00
12/08/2020	DHD	Research updates to Uber and Lyft cases regarding retroactivity of Prop. 22.	0.40	84.00

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			Hours	
02/02/2021	TJF	Conference with Joseph Becerra regarding the case; related research in connection with class claims and Prop 22.	4.50	3,375.00
02/05/2021	TJF	Prepare for call and call with client to discuss the case; conferences with Joseph Becerra and Jing Tong regarding the same.	2.40	1,800.00
02/08/2021	JT	Phone call with Jing Dong Zhang.	0.60	264.00
	JT	Email Jing Dong Zhang regarding wage statements.	0.10	44.00
	JT	Analysis of the draft complaint.	0.20	88.00
02/18/2021	TJF	Review Court order and case file.	1.60	1,200.00
02/26/2021	TJF	Review notice of appearance.	0.20	150.00
03/03/2021	TJF	Prepare for call with defense counsel regarding case and to meet and confer pursuant to the court's order.	1.20	900.00
03/04/2021	TJF	Prepare for call with defense counsel and conference with Joseph Becerra regarding the same.	1.10	825.00
03/09/2021	TJF	Prepare draft DPR discovery.	1.90	1,425.00
03/11/2021	TJF	Review and revise draft joint statement and conference with Joseph Becerra regarding the same.	1.40	1,050.00
03/16/2021	TJF	Research regarding AB 5 and related issues; prepare correspondence to defense counsel regarding joint status conference statement.	5.10	3,825.00
03/17/2021	TJF	Research regarding independent contractor issues, and work in connection with preparing for initial status conference.	4.20	3,150.00
03/18/2021	JT	Email Jing Dong Zhang regarding previous documents sent relating to agreement and receipts/orders.	0.10	44.00
03/22/2021	TJF	Prepare for and attend initial status conference and conference with Joseph Becerra regarding same.	1.80	1,350.00
03/26/2021	DHD	Review Prop 22 and developing caselaw.	0.80	168.00
03/29/2021	DHD	Research and draft memorandum on Prop 22.	2.40	504.00
03/30/2021	DHD	Research and draft memorandum on Prop. 22.	1.10	231.00
	DHD	Draft notice of deposition.	1.80	378.00
	DHD	Revise requests for production of documents.	3.70	777.00
	DHD	Draft special interrogatories Set One.	1.50	315.00

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			Hours	
	TJF	Review research regarding Prop 22 and its effect on the litigation, and prepare email correspondence to David Danning regarding additional research issues.	4.80	3,600.00
03/31/2021	DHD	Revise and edit special interrogatories set one.	0.80	168.00
	DHD	Revise and edit notice of deposition.	0.30	63.00
	DHD	Revise and edit request for production set one.	0.90	189.00
	TJF	Review and revise draft discovery to propound on the defendant; review research regarding independent contractor issues and conferences with David Danning regarding the same.	5.70	4,275.00
04/01/2021	DHD	Investigate Defendant's financial resources and size.	0.90	189.00
	DHD	Revise and edit discovery.	0.30	63.00
	TJF	Review email from defense counsel, and conference with Joseph Becerra regarding the same; prepare for call with defense counsel regarding case and discovery issues; review and revise draft discovery.	3.20	2,400.00
04/07/2021	DHD	Review and analyze proposed protective order.	0.30	63.00
04/20/2021	TJF	Review documents from the defendant and prepare response to the same.	0.50	375.00
05/04/2021	DHD	Review financial documents before call.	0.10	21.00
	TJF	Review information from defense counsel and conference with Joseph Becerra regarding the same and call with defense counsel; prepare for call with defense counsel regarding the case.	2.70	2,025.00
05/10/2021	DHD	Review PAGA letter and complaint to assess what information will be needed for mediation.	0.70	147.00
	DHD	Draft requests for admissions.	1.20	252.00
	DHD	Draft special interrogatories set two.	0.60	126.00
	TJF	Review and respond to correspondence from defense counsel regarding discovery issues; conferences with David Danning and Joseph Becerra regarding additional discovery needed review research on Prop 22.	4.90	3,675.00
05/11/2021	DHD	Revise and edit requests for admissions.	1.60	336.00
	DHD	Revise and edit special interrogatories set two.	0.70	147.00
	DHD	Draft form interrogatories employment.	0.20	42.00
	TJF	Conference with David Danning regarding discovery; review and revise request for admissions and interrogatories; and review client documents.	1.10	825.00

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			Hours	
05/13/2021	DHD	Investigate possible other cases.	0.20	42.00
	TJF	Review and respond to correspondence from defense counsel, and conference with David Danning regarding the same.	0.60	450.00
05/18/2021	DHD	Review defendants discovery responses.	0.30	63.00
05/19/2021	DHD	Draft meet and confer letter.	1.70	357.00
	TJF	Review defendant's discovery responses and notes in connection with the same; review and revise meet and confer letter and conference with David Danning in connection with the same.	2.90	2,175.00
05/20/2021	DHD	Revise and edit meet and confer letter.	0.40	84.00
	TJF	Review and revise meet and confer letter.	0.30	225.00
06/03/2021	DHD	Schedule informal discovery conference.	0.30	63.00
	TJF	Review and revise correspondence to defense counsel regarding discovery.	0.30	225.00
06/04/2021	DHD	Call Court to get date for informal discovery conference.	0.20	42.00
	DHD	Review and inventory outstanding discovery, calendar deadlines, for informal discovery conference.	0.20	42.00
06/08/2021	DHD	Revise and edit communication to opposing counsel regarding discovery disputes.	0.40	84.00
	TJF	Review and revise meet and confer correspondence to defense counsel regarding discovery issues.	0.60	450.00
06/15/2021	DHD	Respond to discovery dispute and obtain information from defendant needed for IDC.	0.30	63.00
	DHD	Communicate with opposing counsel.	0.30	63.00
	TJF	Review discovery from the defendant and email to defense counsel regarding additional discovery issues.	1.80	1,350.00
06/16/2021	DHD	Review discovery responses.	0.80	168.00
	DHD	Draft meet and confer letter regarding recent discovery responses.	2.40	504.00
	DHD	Call court about changing IDC conference.	0.20	42.00
	TJF	Review and respond to correspondence from defense counsel regarding discovery issues and IDC.	1.20	900.00
06/17/2021	DHD	Calls to Court to attempt to move IDC.	0.20	42.00

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			Hours	
	DHD	Revise and edit meet and confer letter.	0.40	84.00
	TJF	Work in connection with resolving outstanding discovery issues in preparation for potential IDC.	1.10	825.00
06/18/2021	TJF	Review and respond to email from defense counsel regarding discovery issues and depositions.	0.70	525.00
06/20/2021	TJF	Review correspondence to defense counsel regarding discovery issues.	0.80	600.00
06/21/2021	DHD	Investigate possible competing cases.	0.40	84.00
	DHD	Prepare draft Belaire-West notice.	0.30	63.00
06/22/2021	TJF	Review defendant's discovery responses and prepare notes in connection with the same; prepare for call with defense counsel on discovery issues.	3.80	2,850.00
06/23/2021	DHD	Prepare for call with opposing counsel.	1.40	294.00
	DHD	Analyze documents and discovery responses.	1.10	231.00
	DHD	Draft and revise Belaire-West notice.	0.80	168.00
	TJF	Prepare correspondence to defense counsel on outstanding discovery issues.	1.20	900.00
06/24/2021	DHD	Conference before and attend call with opposing counsel.	0.90	189.00
	DHD	Revise and edit Belaire-West notice.	0.40	84.00
	DHD	Draft and revise summary email of call with Defendant's counsel.	0.70	147.00
	TJF	Review defendant's discovery responses and prepare meet and correspondence in connection with the same; prepare for call with defense counsel regarding defendant's supplemental discovery responses.	6.70	5,025.00
06/28/2021	JT	Coordinate deposition dates for plaintiff Jing Dong Zhang.	0.20	88.00
	DHD	Investigate defendant's management practices.	0.40	84.00
	TJF	Review defendant's propose changes to the notice and review correspondence to defense counsel; conferences with Joseph Becerra regarding the same.	1.70	1,275.00
06/30/2021	JT	Email Jing Dong Zhang regarding the deposition.	0.50	220.00
	JT	Analysis of the PAGA letter.	0.20	88.00
	DHD	Review and revise communication with opposing counsel.	0.10	21.00
	JT	Phone call with Jing Dong Zhang regarding his deposition.	0.10	44.00

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			Hours	
07/06/2021	DHD	Review, revise and communicate updated draft of Belaire-West notice.	0.40	84.00
	DHD	Resolve motion to compel deadline dispute.	0.30	63.00
	TJF	Review and revise notice to the class, and correspondence from defense counsel in connection with the same.	0.30	225.00
07/07/2021	DHD	Draft amended deposition notice.	0.20	42.00
07/09/2021	DHD	Review scheduling order for CMC and joint statement deadline.	0.20	42.00
07/12/2021	DHD	Draft joint CMC statement.	0.60	126.00
	DHD	Revise and edit defendant's version of the joint CMC statement.	1.30	273.00
	DHD	Review and analyze sample data.	1.10	231.00
	TJF	Review and respond to email from defense counsel regarding PMK deposition and conferences with David Danning regarding the same; review and revise CMC statement.	3.60	2,700.00
07/13/2021	DHD	Review defendant's changes to the joint CMC report, draft further changes.	1.20	252.00
	DHD	Search for defendant's discovery and communicate with defendant.	0.60	126.00
	DHD	Read and assemble summary of defendant's discovery requests.	0.70	147.00
	TJF	Review and respond to emails from defense counsel regarding outstanding discovery issues and CMC; conferences with David Danning and Joseph Becerra regarding the same.	2.40	1,800.00
07/14/2021	JT	Review and revise the request for extension to defendant regarding discovery.	0.30	132.00
	JT	Analysis of the defendant's requests for production of documents and interrogatories.	0.40	176.00
	DHD	Review and compare defendant's newest changes to the joint CMC statement.	0.20	42.00
	DHD	Communicate with defense counsel, draft request for discovery extension, analyze code sections.	0.40	84.00
07/15/2021	TJF	Review notice from court and revise letter.	0.40	300.00
07/16/2021	TJF	Conference with Joseph Becerra regarding case strategy.	0.30	225.00
07/19/2021	TJF	Prepare for call with defense counsel, and conference with Jing Tong and David Danning regarding the same; review and revise meet and confer correspondence.	1.60	1,200.00

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			Hours	
07/20/2021	JT	Phone call with Mr. Chen and review of the email and settlement agreement sent by Fantuan for Pick Up Stix.	1.10	484.00
	JT	Email Mr. Chen regarding discussions today relating to the release and representation.	1.30	572.00
	TJF	Work in connection with defendant's Pick Up Stix attempt and research in connection with the same; conferences with David Danning, Jing Tong and Joseph Becerra regarding the same.	1.80	1,350.00
07/21/2021	JT	Email Mr. Wang regarding representation and authorization.	0.40	176.00
	DHD	Revise and edit deposition notice.	0.50	105.00
	DHD	Investigate class member fines issue, and list produced.	0.50	105.00
	JT	Phone call with Zhao regarding Fantuan.	0.30	132.00
	JT	Email Zhao regarding authorization and questions she had regarding the current procedure.	0.70	308.00
	JT	Email Mr. Pan and Mr. Wang regarding authorization.	0.60	264.00
	TJF	Work in connection with preparing for PMK deposition.	2.80	2,100.00
07/22/2021	JT	Email Lee regarding the lawsuit.	0.20	88.00
	JT	Email Mr. Zhang regarding the discovery requests and deposition.	0.40	176.00
	DHD	Draft and revise potential client chart.	0.40	84.00
	DHD	Communicate with defense counsel.	0.10	21.00
	TJF	Prepare for PMK deposition; review and respond to emails from defense counsel; prepare correspondence to claims administrator regarding the Belaire Notice.	4.20	3,150.00
07/23/2021	JT	Translate the discovery requests and email to Jing Dong Zhang.	4.40	1,936.00
07/24/2021	JT	Email Mr. Chen regarding phone call relating to others wanting to join in.	0.40	176.00
07/26/2021	JT	Email Mr. Chen regarding availability for phone call on Tuesday.	0.10	44.00
	JT	Prepare for phone call and phone call with Mr. Zhang regarding discovery responses.	0.90	396.00
	DHD	Draft and revise discovery responses to special interrogatories.	1.10	231.00
	DHD	Draft and revise discovery responses to requests for production.	1.50	315.00
	DHD	Review discovery and documents received from Defendant, draft summary.	0.70	147.00

			Hours	
	DHD	Draft and revise meet and confer letter regarding discovery responses and lack thereof.	0.60	126.00
	TJF	Review documents from the defendant and conference with David Danning regarding the same; prepare for PMK deposition; review and revise form letters regarding outstanding discovery issues.	2.20	1,650.00
07/27/2021	JT	Email Mr. Chen regarding meeting to discuss others who want to participate in lawsuit.	0.10	44.00
	JT	Analysis of email sent by Mr. Chen regarding questions relating to the case.	0.50	220.00
	JT	Strategize and translate the email sent by Mr. Chen regarding questions relating to the case.	0.80	352.00
	JT	Phone call with Mr. Chen regarding additional questions that he has relating to the case.	0.40	176.00
	JT	Draft email and translate to send to Mr. Chen.	1.40	616.00
	JT	Email and translate the answers to the questions to Mr. Chen.	1.30	572.00
	JT	Phone call with Mr. Zhang regarding the individuals who are interested in participating in the lawsuit.	0.20	88.00
	TJF	Prepare for PMK deposition and research in connection with Prop 22.	4.60	3,450.00
07/28/2021	JT	Analysis of email correspondence from other individuals who are interested signing authorization.	1.10	484.00
	JT	Draft email to each of the individuals who are interested in signing the authorization.	0.40	176.00
	DHD	Review and analyze discovery for deposition exhibits.	2.50	525.00
	DHD	Draft authorization letters and update client/interested parties list.	1.20	252.00
	JT	Email all interested participants the authorization form to obtain their records.	1.20	528.00
	DHD	Draft list of discovery issues.	1.30	273.00
	TJF	Prepare for PMK deposition.	3.90	2,925.00
07/29/2021	DHD	Update individual client list, create more authorizations.	0.70	147.00
	JT	Email authorizations to the employees.	0.70	308.00
	JT	Contact Mr. Zhang regarding his discovery responses.	0.70	308.00
	JT	Prepare and strategize regarding discovery responses and objections.	0.60	264.00

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		Hours	
	DHD Continue drafting discovery responses.	4.00	840.00
	DHD Prepare for call with Defense counsel to meet and confer on Defendants discovery responses.	0.70	147.00
	DHD Attend call with Defense counsel regarding discovery dispute.	0.50	105.00
	DHD Review and prepare deposition exhibits.	0.40	84.00
	JT Phone call with Mr. Zhang regarding discovery responses related to expenses.	0.20	88.00
	JT Email Mr. Zhang regarding discovery responses related to expenses.	0.10	44.00
	TJF Review and respond to meet and confer letter from defense counsel.	1.80	1,350.00
07/30/2021	DHD Draft and translate questions for class members.	0.30	63.00
	DHD Update individual client chart and draft authorization.	0.10	21.00
	DHD Revise and edit discovery responses.	0.40	84.00
	JT Email Huang regarding the authorization and questions relating to the app.	0.20	88.00
	DHD Review claims administrator's newest version of Belaire-West notice.	0.20	42.00
	DHD Research deposition and translator issue.	1.50	315.00
	JT Revise the objections and responses to the special interrogatories and request for production of documents.	4.10	1,804.00
	TJF Prepare for PMK deposition.	3.80	2,850.00
08/02/2021	JT Analysis of emails from individuals who still are requesting an authorization.	0.50	220.00
	JT Phone call with Mr. Zhang relating to resume, background checks, and deductions.	0.20	88.00
	JT Email Mr. Zhang regarding his communications with Michael.	0.40	176.00
	JT Finalize the discovery responses.	1.80	792.00
	DHD Revise and edit discovery responses, prepare documents for production.	3.00	630.00
	DHD Review Plaintiff's discovery.	0.10	21.00
	JT Email Mr. Zhang regarding his verifications.	0.50	220.00
	TJF Prepare for PMK deposition and review documents produced by the defendant.	4.40	3,300.00

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			Hours	
08/03/2021	JT	Phone call with Mr. Zhang regarding change to his discovery response.	0.40	176.00
	JT	Email Mr. Zhang regarding name of his high school.	0.30	132.00
	JT	Revise plaintiff's response to defendant's special interrogatories, set one.	0.20	88.00
	DHD	Update individual client list and prepare authorizations.	1.40	294.00
	JT	Email remainder of the individuals who were interested in the lawsuit with their authorizations.	0.30	132.00
	JT	Revise one of the authorizations and create new authorization for another individual.	0.30	132.00
	DHD	Prepare authorization letter communication to opposing counsel.	0.70	147.00
	JT	Email Mr. Chen regarding the changed authorization and new authorization.	0.80	352.00
	JT	Analysis of emails from Mr. Chen regarding the authorization.	0.40	176.00
	DHD	Update individual client chart to track docusign authorizations.	0.40	84.00
	JT	Phone call with Xia regarding authorization and resend the authorization in word.	0.30	132.00
	JT	Analysis of inquiries for authorizations.	0.70	308.00
	TJF	Prepare for PMK deposition.	4.20	3,150.00
08/04/2021	DHD	Revise and edit individual client chart, draft authorizations.	0.50	105.00
	JT	Finalize the authorizations.	2.10	924.00
	JT	Email Mr. Chen regarding the people who have not signed authorizations.	0.40	176.00
	JT	Phone call with Zhao and her husband.	0.40	176.00
	JT	Follow up with everyone regarding their authorizations.	0.80	352.00
	DHD	Revise and edit authorization request letter and exhibit.	0.40	84.00
	JT	Phone call with Hsieh regarding the case.	0.30	132.00
	DHD	Prepare deposition materials and exhibits.	1.70	357.00
	DHD	Research effects and authority regarding arbitration agreement.	1.90	399.00
	TJF	Prepare for PMK deposition and conferences with David Danning, Joseph Becerra and Jing Tong regarding the same.	6.80	5,100.00
08/05/2021	DHD	Prepare for and attend PMK deposition.	5.80	1,218.00

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		Hours	
	DHD Update individual client sheet, create authorization.	0.20	42.00
	JT Attend the person most knowledgeable deposition of Mr. Nick Yitan Liao.	2.10	924.00
	JT Email Zhao regarding setting up time to discuss the case.	0.10	44.00
	JT Email Liu regarding the authorization.	0.10	44.00
	DHD Revise and edit deposition notice.	0.30	63.00
	DHD Communicate exhibits to deposition reporter.	0.10	21.00
	TJF Prepare forte defendant's PMK deposition, and conferences with Joseph Becerra and David Danning regarding the same.	8.90	6,675.00
08/06/2021	DHD Update individual client chart, draft authorizations.	0.10	21.00
	JT Email authorizations to interested individuals.	0.30	132.00
	DHD Research unconscionably of not providing the arbitration agreement in chinese.	0.90	189.00
	DHD Attend call with class member.	0.60	126.00
	JT Phone call with Zhao and her husband.	0.50	220.00
	JT Analysis of the documents received from Zhao and her husband.	0.30	132.00
	DHD Revise and edit amended deposition notice.	0.40	84.00
	JT Email Zhao regarding the documents.	0.10	44.00
	JT Analysis of the class notice and revisions made by defense counsel.	0.50	220.00
	TJF Review and revise amended deposition notice and conference with David Danning regarding research issues.	1.90	1,425.00
08/09/2021	JT Email Mr. Chen regarding the documents received.	0.10	44.00
08/11/2021	DHD Update individual client list, draft more authorizations.	0.10	21.00
	JT Analysis of the meet and confer email from defense counsel.	0.20	88.00
08/13/2021	JT Analysis of correspondence from individual in Fantuan case regarding deduction in wages.	0.20	88.00
08/16/2021	DHD Draft meet and confer letter.	1.50	315.00
	DHD Revise and edit meet and confer response letter.	0.20	42.00
08/17/2021	DHD Call class member.	0.20	42.00

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			Hours	
	JT	Email Mr. Chen regarding the class notice.	0.10	44.00
	JT	Review and revise the response to the meet and confer letter.	0.20	88.00
	TJF	Review and revise meet and confer letter regarding second day of PMK depositions.	2.30	1,725.00
08/18/2021	DHD	Revise and edit meet and confer response letter.	0.20	42.00
	TJF	Prepare for second day of PMK deposition; review and respond to meet and confer letter from defense counsel.	4.80	3,600.00
08/19/2021	DHD	Communicate with Defense counsel regarding production of documents.	0.20	42.00
	DHD	Review and curate newly received documents in perpetration for deposition.	1.70	357.00
08/20/2021	DHD	Review new production and report findings.	0.30	63.00
	DHD	Research the decision rendering Prop. 22 unconstitutional.	0.30	63.00
	JT	Analysis of the messages regarding schedules.	0.20	88.00
	TJF	Prepare for a second day of PMK deposition.	1.60	1,200.00
08/23/2021	DHD	Prepare deposition exhibits.	2.60	546.00
	JT	Analysis of the text message and see whether individual is still working for Fantuan.	0.50	220.00
	JT	Email Mr. Chen regarding the text messages.	0.20	88.00
	JT	Phone call with Mr. Chen regarding additional documents and text message regarding schedule.	0.30	132.00
	JT	Analysis of the documents received from Mr. Chen.	0.60	264.00
	DHD	Speak with class member who called in.	0.10	21.00
	DHD	Review new discovery provided after close of business.	0.30	63.00
	DHD	Review meet and confer letters, sent by defense counsel, begin drafting responses.	0.40	84.00
	TJF	Prepare for PMK deposition and conferences with David Danning regarding the same.	3.20	2,400.00
08/24/2021	JT	Analysis of the text messages between Fantuan and courier.	0.20	88.00
	DHD	Prepare for and attend second day of PMK depositions.	7.20	1,512.00
	JT	Phone call with Mr. Huang regarding the Fantuan authorization.	0.30	132.00

			Hours	
	JT	Email authorization to Mr. Huang.	0.20	88.00
	JT	Analysis of defendant's meet and confer letter regarding plaintiff's discovery responses.	0.40	176.00
	TJF	Prepare for and take second day of PMK deposition.	9.10	6,825.00
08/25/2021	DHD	Review deposition exhibits and transmit to court reporter.	0.40	84.00
	JT	Draft and prepare the authorization for Mr. Shen's signature and email to Mr. Shen.	0.20	88.00
	JT	Phone call with another Fantuan drivers regarding documents and review documents including instruction video on how to eat while driving.	0.40	176.00
	JT	Email Claire Chang regarding the meet and confer letter.	0.10	44.00
	DHD	Draft communication to defense counsel.	0.10	21.00
	TJF	Work in connection with drafting outline for class classification motion.	2.90	2,175.00
08/26/2021	TJF	Review correspondence from claims administrator regarding the notice.	0.20	150.00
08/30/2021	JT	Phone call to You.	0.10	44.00
08/31/2021	DHD	Draft response to Defendant's meet and confer letter.	1.50	315.00
	DHD	Draft email to opposing counsel.	0.40	84.00
	DHD	Draft Plaintiff's motion for class certification.	0.80	168.00
09/01/2021	JT	Draft and revise the email to defense counsel regarding their email on plaintiff's discovery.	0.30	132.00
	JT	Email Mr. Zhang regarding the discovery responses.	0.10	44.00
	DHD	Revise and edit response to meet and confer letter.	0.60	126.00
	JT	Review and revise the email to Leo Li and the response to the meet and confer letter.	1.20	528.00
	DHD	Draft motion for class certification.	2.80	588.00
	DHD	Revise and edit email to defense counsel and meet and confer letter.	0.30	63.00
09/02/2021	JT	Phone call with Jingdong Zhang regarding discovery responses.	0.80	352.00
	JT	Draft supplemental responses to defendant's request for production of documents, and special interrogatories.	2.40	1,056.00
09/03/2021	DHD	Review and compare defendant's version of the joint CMC report.	0.30	63.00

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			Hours	
	DHD	Revise and edit joint CMC report.	0.80	168.00
	DHD	Draft and revise motion for class certification.	0.90	189.00
09/07/2021	DHD	Revise and edit joint CMC statement.	1.30	273.00
	DHD	Revise and edit motion for class certification.	1.20	252.00
	DHD	Research law for class certification motion.	0.60	126.00
	TJF	Review and revise CMC statement and prepare for plaintiff's deposition; conference with David Danning regarding class certification motion.	3.40	2,550.00
09/08/2021	JT	Email Mr. Zhang regarding the deposition preparation tomorrow.	0.20	88.00
	JT	Phone call with Mr. Zhang regarding the documents requested.	0.30	132.00
	DHD	Review documents and prepare for deposition preparation.	0.80	168.00
	DHD	Revise and edit supplemental discovery responses.	2.70	567.00
	JT	Analysis of the bank statement provided by Mr. Zhang regarding his car insurance.	0.20	88.00
	DHD	Revise and edit motion for class certification.	0.50	105.00
09/09/2021	DHD	Revise and edit motion for class certification.	1.20	252.00
	DHD	Research judge Cohn's new standing order.	0.30	63.00
	DHD	Revise and edit joint statement.	0.30	63.00
	JT	Analysis of the discovery responses and the documents to be produced.	0.40	176.00
	DHD	Review and analyze new documents received from client.	1.50	315.00
	JT	Prepare Mr. Zhang for his deposition.	2.10	924.00
	DHD	Plaintiff's deposition preparation and document production.	2.30	483.00
	JT	Revise and finalize the discovery responses.	0.40	176.00
	DHD	Revise and edit discovery responses.	1.70	357.00
	TJF	Prepare for plaintiff's deposition; review and revise draft CMC statement.	0.20	150.00
09/10/2021	JT	Attend the deposition of Jing Dong Zhang.	8.00	3,520.00
	DHD	Revise and edit motion for class certification.	1.10	231.00
	DHD	Prepare for and assist in Plaintiff's deposition.	1.70	357.00

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			Hours	
	DHD	Draft trial plan in support of motion for class certification.	2.20	462.00
	DHD	Research deposition limits in California.	0.20	42.00
09/13/2021	DHD	Research class certification in Uber, Lyft and other gig economy cases.	1.20	252.00
	TJF	Review defendant's propose changes to the CMC statement; prepare correspondence to defense counsel regarding outstanding discovery issues and work in connection with preparing motion for class certification.	3.20	2,400.00
09/14/2021	JT	Email Mr. Zhang regarding scheduling his second day of deposition.	0.20	88.00
	DHD	Review and compare Defendant's changes to the Joint CMC Report.	0.20	42.00
	DHD	Draft and revise communication to Defense Counsel.	0.20	42.00
	DHD	Research whether defendant donated to Proposition 22.	0.30	63.00
	TJF	Review and revise draft CMC statement; review and respond to email from defense counsel; prepare motion for class certification.	6.80	5,100.00
09/15/2021	DHD	Review and analyze deposition transcripts of Defendant's PMK in support of class certification motion.	2.20	462.00
	DHD	Draft and revise trial plan.	1.50	315.00
	TJF	Work in connection with preparing motion for class certification.	6.10	4,575.00
09/16/2021	DHD	Revise and edit trial plan.	1.10	231.00
	DHD	Revise and edit motion for class certification.	0.20	42.00
	TJF	Prepare motion for class certification and conferences with Jing Tong regarding plaintiff's deposition; conferences with David Danning regarding the same.	4.40	3,300.00
09/17/2021	DHD	Revise and edit motion for class certification.	3.80	798.00
	DHD	Research additional law for class certification motion.	0.80	168.00
	DHD	Prepare exhibits for declarations, bracket deposition testimony.	2.70	567.00
	JT	Review correspondence from defense counsel relating to the meet and confer letter.	0.40	176.00
	TJF	Review and revise draft motion for class certification and supporting papers.	6.90	5,175.00
09/20/2021	DHD	Draft and revise Plaintiff's declaration in support of class certification.	1.00	210.00
	DHD	Research class certification in similar cases.	1.30	273.00

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			Hours	
	DHD	Draft and revise declaration of Torey Joseph Favarote in support of class certification.	2.90	609.00
	DHD	Revise motion for class certification.	1.10	231.00
	TJF	Review and revise motion for class certification and supporting documents.	8.80	6,600.00
09/21/2021	DHD	Revise and edit motion for class certification.	4.60	966.00
	DHD	Revise and edit Favarote declaration.	2.50	525.00
	DHD	Revise and edit plaintiff's declaration.	0.80	168.00
	DHD	Draft proposed order.	0.20	42.00
	DHD	Prepare declaration exhibits in support of class certification motion.	1.10	231.00
	JT	Email Jing Dong Zhang regarding his declaration in support of the motion for class certification.	0.10	44.00
	JT	Analysis of the declaration of Jing Dong Zhang.	1.50	660.00
	DHD	Research Dynamex and its progeny.	1.30	273.00
	JT	Phone call with Jing Dong Zhang.	0.20	88.00
	JT	Email Jing Dong Zhang regarding his declaration.	0.80	352.00
	TJF	Review and revise motion for class certification and supporting documents; conferences with Jing Tong, David Danning and Joseph Becerra regarding the same; work in connection with preparing for CMC.	12.30	9,225.00
09/22/2021	DHD	Prepare for CMC conference.	0.30	63.00
	DHD	Make final revisions to motion for class certification.	4.00	840.00
	DHD	Revise and edit trial plan.	0.80	168.00
	DHD	Draft and revise notice of motion.	0.60	126.00
	TJF	Prepare motion for class certification; prepare for and attend CMC and conferences with Joseph Becerra and David Danning regarding the same.	11.20	8,400.00
09/24/2021	JT	Email Jingdong Zhang regarding his deposition.	0.10	44.00
	JT	Draft objections to defendant's first amended notice of deposition of Plaintiff.	0.50	220.00
	JT	Phone call with Mr. Zhang regarding Fantuan contacting him.	0.10	44.00
	DHD	Review and revise objections to deposition.	0.50	105.00
09/27/2021	JT	Prepare Mr. Zhang for second day of deposition.	0.70	308.00

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			Hours	
	DHD	Prepare for and provide support for Plaintiff's deposition.	1.10	231.00
	JT	Participate in the deposition for Mr. Zhang.	5.50	2,420.00
	TJF	Prepare for second day of plaintiff's deposition and conferences with Jing Tong and Joseph Becerra regarding the same.	4.10	3,075.00
09/28/2021	DHD	Prepare plaintiff's statement for informal discovery conference.	1.20	252.00
	DHD	Draft meet and confer letter regarding training exam.	1.20	252.00
	DHD	Research requirements for prong C of the ABC test.	0.60	126.00
	DHD	Draft and revise special interrogatories.	1.40	294.00
09/29/2021	DHD	Prepare for informal discovery conference.	0.70	147.00
	DHD	Revise and edit meet and confer letter and special interrogatories.	0.40	84.00
	TJF	Prepare for IDC, and review defendant's IDC statement.	3.30	2,475.00
09/30/2021	DHD	Draft and revise document production requests.	1.60	336.00
	DHD	Revise and edit special interrogatories set one.	0.50	105.00
	TJF	Review and revise document production requests and interrogatories; and conference with Joseph Becerra and David Danning regarding the same.	0.80	600.00
10/12/2021	DHD	Review and analyze Defendant's motion to compel.	0.50	105.00
	TJF	Review defendant's motion to compel and conference with David Danning regarding the same.	0.80	600.00
10/13/2021	JT	Analysis of ex parte to shorten time on motion to compel discovery and the motion to compel discovery.	0.60	264.00
	DHD	Research and draft opposition to Defendant's motion to compel.	2.20	462.00
	TJF	Review defendant's motion to compel; review and respond to correspondence from defense counsel.	0.90	675.00
10/14/2021	JT	Draft the response to the separate statement in support of the opposition to the motion to compel.	5.00	2,200.00
	DHD	Review ex parte papers and prepare for ex parte hearing.	1.40	294.00
	DHD	Revise and edit opposition to motion to compel.	1.90	399.00
	TJF	Review defendant's ex parte papers and conferences with David Danning, Jing Tong and Joseph Becerra regarding the same; prepare for ex parte hearing.	1.40	1,050.00

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			Hours	
10/15/2021	DHD	Prepare for and attend ex parte hearing.	0.80	168.00
	TJF	Prepare for and attend ex parte hearing and conference with Joseph Becerra regarding same.	1.90	1,425.00
10/19/2021	TJF	Prepare reply brief for motion to compel.	2.30	1,725.00
10/20/2021	DHD	Research caselaw for reply on discovery issues.	2.30	483.00
10/22/2021	DHD	Review Defendant's new motion to compel, summarize points of opposition.	0.40	84.00
10/25/2021	DHD	Research and vet document translation services for training test.	0.30	63.00
	TJF	Review revisions to opposition to motion to compel and conference with David Danning regarding the same; work in connection with outstanding discovery issues and conferences with Joseph Becerra regarding the same.	3.20	2,400.00
10/26/2021	DHD	Review and summarize Defendant's opposition to class certification.	0.60	126.00
	TJF	Review defendant's opposition to plaintiffs motion for class certification and conferences with Joseph Becerra regarding the same.	3.60	2,700.00
10/27/2021	DHD	Review motion to compel and deposition testimony.	1.30	273.00
	JT	Email Mr. Zhang regarding scheduling time to go over the deposition transcript.	0.10	44.00
	JT	Analysis of the deposition transcript for Plaintiff volume 1.	1.40	616.00
10/28/2021	JT	Analysis of the motion for class certification and testimony submitted from Plaintiff's deposition.	0.60	264.00
	JT	Continuing reviewing plaintiff's deposition volume 2.	1.50	660.00
	DHD	Review transcripts for errata to Plaintiff's deposition.	1.20	252.00
	JT	Listen to the plaintiff's deposition.	0.70	308.00
	JT	Draft the notice of errata page for plaintiff.	0.80	352.00
	JT	Draft email to Mr. Zhang regarding the notice of errata.	0.60	264.00
10/29/2021	JT	Phone call with Jingdong Zhang regarding the deposition transcript.	0.10	44.00
	DHD	Review transcripts of Plaintiff's deposition and edit errata page.	1.30	273.00
	DHD	Prepare for and attend conference call.	0.40	84.00
	DHD	Draft and revise cover letter for deposition errata.	0.50	105.00

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			Hours	
	TJF	Prepare for conference and conference with Joseph Becerra regarding case strategy.	0.90	675.00
11/01/2021	TJF	Prepare correspondence to defense counsel regarding data needed for potential resolution of the case.	0.30	225.00
11/02/2021	TJF	Review correspondences to and from defense counsel regarding potential resolution.	0.20	150.00
11/09/2021	DHD	Draft meet and confer letter regarding Defendant's withholding of documents.	0.80	168.00
	DHD	Draft opposition to Defendant's motion to compel.	0.50	105.00
11/10/2021	TJF	Conference with Joseph Becerra regarding the case and correspondence to defense counsel.	0.30	225.00
11/11/2021	DHD	Revise and edit meet and confer letter.	0.40	84.00
11/12/2021	DHD	Revise and edit meet and confer letter.	0.20	42.00
11/15/2021	DHD	Investigate IDC still on calendar.	0.30	63.00
11/17/2021	TJF	Review correspondence from defense counsel.	0.20	150.00
11/18/2021	JT	Continue drafting plaintiff's response to the defendant's separate statement in support of the opposition to the motion to compel.	3.60	1,584.00
11/29/2021	TJF	Conference with Joseph Becerra regarding case and review defendant's motion to compel.	1.20	900.00
11/30/2021	DHD	Draft reply to motion for class certification.	5.70	1,197.00
	TJF	Review defendant settlement offer and conference with Joseph Becerra regarding the same, and work in connection with preparing response to the same; work in connection with preparing reply brief for motion for class certification.	4.50	3,375.00
12/01/2021	DHD	Draft second meet and confer letter.	0.20	42.00
12/02/2021	DHD	Prepare for settlement conference call and analyze numbers based on settlement offer.	1.00	210.00
	TJF	Prepare for call with defendant and conference with defendant regarding potential resolution.	1.10	825.00
12/03/2021	DHD	Draft and revise memorandum of understanding.	3.10	651.00
	TJF	Review and revise draft MOU and conference with David Danning regarding the same; prepare correspondence to defense counsel.	1.80	1,350.00
12/06/2021	DHD	Revise and edit MOU.	2.80	588.00

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			Hours	
	TJF	Conference with defense counsel about the MOU and review and revise the same.	1.20	900.00
12/07/2021	DHD	Revise and edit MOU.	0.40	84.00
	TJF	Review defendant's proposed changes to the MOU and prepare notes in connection with the same; conference with Joseph Becerra regarding the same.	2.30	1,725.00
12/08/2021	DHD	Review and analyze changes to MOU.	0.30	63.00
	JT	Email Mr. Zhang regarding the settlement agreement.	0.10	44.00
12/09/2021	JT	Phone call with Mr. Zhang regarding the settlement agreement, email Mr. Zhang regarding the settlement agreement, strategize regarding communications.	2.50	1,100.00
12/23/2021	DHD	Review and analyze long form settlement agreement.	1.40	294.00
01/04/2022	DHD	Draft redline of long form settlement agreement.	0.90	189.00
	TJF	Review and revise long form settlement agreement.	1.20	900.00
01/05/2022	DHD	Revise and edit redline of settlement agreement.	1.50	315.00
	TJF	Review or revise long form settlement agreement and conferences with David Danning regarding the same and prepare e-mail correspondence to defense counsel in connection with the same.	2.80	2,100.00
01/06/2022	DHD	Draft redline of class notice.	0.80	168.00
01/10/2022	DHD	Review and analyze settlement agreement revisions made by Defendant.	0.40	84.00
01/11/2022	DHD	Revise and edit redlines of settlement agreement draft and notice.	1.00	210.00
	TJF	Review defendant's proposed changes to the settlement agreement and prepare revisions to the same.	2.30	1,725.00
01/12/2022	DHD	Draft email with information necessary to get a bid from settlement administrator.	0.40	84.00
	TJF	Prepare correspondence to potential claims administrators for bids on the claims work.	0.30	225.00
01/14/2022	DHD	Review defendant's changes to settlement agreement.	0.20	42.00
01/27/2022	DHD	Review and check the signed settlement agreement.	0.30	63.00
01/31/2022	DHD	Analyze produced data.	0.60	126.00
	DHD	Perform analysis on Plaintiff's time records.	0.30	63.00

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			Hours	
	TJF	Work in connection with preparing motion for preliminary approval of settlement and supporting documents.	2.20	1,650.00
02/01/2022	JT	Email Mr. Zhang regarding the settlement agreement and the declaration.	0.30	132.00
	TJF	Prepare motion for preliminary approval and conference with Joseph Becerra regarding the same.	2.80	2,100.00
02/02/2022	TJF	Work in connection with preparing motion for preliminary approval and conferences with Joseph Becerra regarding the same; prepare e-mail to defense counsel in connection with the same.	1.80	1,350.00
02/03/2022	JT	Phone call with Mr. Chen regarding the case.	0.40	176.00
	JT	Email Mr. Chen.	0.60	264.00
	JT	Phone call with Mr. Chen, draft email to Mr. Chen.	2.40	1,056.00
	DHD	Call class members.	2.40	504.00
02/04/2022	JT	Email regarding substituting in as class representative.	0.20	88.00
	JT	Phone call with other class members.	0.60	264.00
	DHD	Call with potential class representative.	0.70	147.00
	JT	Phone call regarding class representative.	0.80	352.00
	DHD	Follow up with two potential class representatives.	0.30	63.00
	JT	Strategize regarding the class representative.	0.50	220.00
02/07/2022	JT	Phone call regarding substituting in as class representative.	0.50	220.00
02/09/2022	JT	Review the settlement agreement calculations.	0.80	352.00
02/10/2022	DHD	Draft joint statement.	0.40	84.00
02/15/2022	DHD	Draft confirmatory disengagement letter to Plaintiff Zhang.	0.50	105.00
02/17/2022	DHD	Revise and edit disengagement letter.	0.30	63.00
	TJF	Conference with Joseph Becerra regarding the case and new representative; review and revise stipulation and CMC statement and letter.	0.80	600.00
02/18/2022	JT	Email regarding his work status with Fan Tuan.	0.20	88.00
02/21/2022	JT	Email to follow up regarding his work at Fan Tuan.	0.30	132.00
	JT	Review the signed authorizations for Mr. Chen.	0.20	88.00

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			Hours	
02/22/2022	JT	Email regarding class representative.	0.50	220.00
	JT	Contact other class members for purposes of class representative.	2.20	968.00
	JT	Email regarding the class representative.	0.60	264.00
02/23/2022	JT	Phone call regarding the engagement agreement.	0.20	88.00
	TJF	Conference with Joseph Becerra regarding the case and prepare for CMC.	2.30	1,725.00
02/28/2022	JT	Phone call regarding the engagement agreement.	0.20	88.00
	JT	Phone call to potential class representatives.	0.40	176.00
	JT	Draft and revise the engagement agreement to Jun Dong.	0.30	132.00
	JT	Phone call with Ms. Dong regarding her start and end dates at Fan Tuan and agreements signed.	0.40	176.00
03/15/2022	DHD	Update settlement agreement to new class representative.	1.10	231.00
03/16/2022	DHD	Draft and revise settlement agreement.	0.50	105.00
03/27/2022	JT	Email Ms. Dong the settlement agreement.	0.20	88.00
	JT	Phone call with Ms. Dong regarding the settlement agreement.	0.50	220.00
03/28/2022	DHD	Send settlement agreement to new class representative.	0.10	21.00
03/29/2022	DHD	Pull information for new class representative.	0.20	42.00
04/07/2022	DHD	Revise and edit notice of motion for preliminary approval.	0.20	42.00
	DHD	Revise and edit class notice.	0.30	63.00
	DHD	Revise and edit motion for preliminary approval.	1.90	399.00
	DHD	Revise and edit declaration of Torey Joseph Favarote.	1.30	273.00
04/08/2022	DHD	Draft and revise proposed order for preliminary approval.	0.50	105.00
	DHD	Draft and revise declaration of Jun Dong.	0.50	105.00
04/11/2022	DHD	Revise and edit motion for preliminary approval.	5.60	1,176.00
	DHD	Revise and edit declaration of Torey Joseph Favarote.	3.60	756.00
	DHD	Draft and revise declaration of Joseph Becerra.	0.70	147.00
	DHD	Revise and edit proposed order and notice of motion.	0.50	105.00

			Hours	
	TJF	Review and revise motion for preliminary approval and supporting declarations and conferences with Joseph Becerra and David Danning regarding the same.	8.80	6,600.00
05/02/2022	DHD	Review tentative and draft summary and calculations addressing judge's complaint.	0.70	147.00
	TJF	Prepare for preliminary approval hearing.	3.30	2,475.00
05/03/2022	DHD	Prepare for and attend hearing on preliminary approval.	0.60	126.00
	TJF	Prepare for and attend hearing on motion for preliminary approval and represent the putative class.	2.80	2,100.00
05/04/2022	DHD	Gather order settlement agreement and schedule to send to claims administrator.	0.20	42.00
05/05/2022	DHD	Provide settlement administration documents to settlement administrator.	0.20	42.00
	TJF	Prepare for call with client to discuss case.	0.30	225.00
06/07/2022	DHD	Review class notice prior to distribution.	0.40	84.00
06/13/2022	JT	Draft the notice of motion and motion for final approval of class action settlement.	0.90	396.00
06/14/2022	JT	Review and revise the class action settlement notice.	1.80	792.00
06/16/2022	JT	Draft the declaration of Torey Joseph Favarote in support of the motion for final approval.	2.40	1,056.00
06/17/2022	JT	Draft the proposed order for the motion for final approval and class representative enhancements and class counsel's request for attorneys' fees and costs.	1.60	704.00
	JT	Draft the declaration of Jun Dong in support of the motion for final approval.	1.40	616.00
06/21/2022	JT	Phone call with class members regarding the settlement notice.	0.40	176.00
	JT	Draft the motion for final approval of the settlement.	3.20	1,408.00
06/22/2022	JT	Phone call with class members regarding the settlement notice and current address, and Fan Tuan reducing driver's wages.	1.10	484.00
	JT	Email class members to provide new address to send the settlement notice.	0.20	88.00
06/23/2022	JT	Call and email Lluvia Islas regarding class members addresses.	0.50	220.00
	JT	Phone call with other class members.	1.10	484.00
06/24/2022	JT	Email class members regarding the settlement notice.	0.40	176.00

			Hours	
06/27/2022	JT	Phone call with class members regarding the notice of class action settlement.	0.60	264.00
	JT	Email Lluvia Islas regarding additional class members.	0.20	88.00
	JT	Draft the declaration of Joseph R. Becerra in support of the motion for final approval.	2.10	924.00
06/28/2022	JT	Phone call with class member regarding the class action notice.	0.10	44.00
06/29/2022	DHD	Draft communication to settlement administrator regarding information for declaration.	0.30	63.00
	JT	Email claims administrator Lluvia Islas regarding the class member.	0.10	44.00
07/08/2022	JT	Phone call regarding participation in class and email class administrator.	0.30	132.00
	JT	Phone call with class member regarding settlement.	0.10	44.00
07/14/2022	JT	Finalize the motion for final approval and supporting documents.	2.60	1,144.00
	JT	Draft the motion for class representative enhancement.	2.80	1,232.00
07/15/2022	JT	Phone call from class member regarding the case.	0.10	44.00
	JT	Email class administrator regarding the class member.	0.10	44.00
	JT	Finalize the notice and memorandum of points and authorities for class representative enhancement and class counsel's request for attorney's fees and costs.	3.40	1,496.00
	JT	Revise the declaration of Torey Joseph Favarote.	1.10	484.00
07/18/2022	JT	Email class member regarding class action notice.	0.20	88.00
07/22/2022	JT	Review the opt-out letter from Ruiqiao Xu.	0.10	44.00
07/25/2022	JT	Phone call with class member regarding settlement notice.	0.10	44.00
07/27/2022	JT	Phone call with class member regarding settlement.	0.10	44.00
	JT	Email Lluvia Islas regarding the class member.	0.10	44.00
	JT	Revise the declaration of Jun Dong in support of the motion for final approval.	0.80	352.00
07/29/2022	JT	Translate the declaration of Jun Dong in Chinese.	2.10	924.00
08/01/2022	JT	Phone call with class members, Lluvia Islas, and email Lluvia Islas regarding additional class members.	0.80	352.00

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			Hours	
	JT	Email Jun Dong regarding the declaration.	0.10	44.00
	JT	Email Jun Dong regarding her declaration.	0.30	132.00
	JT	Email to contact Ms. Jun Dong regarding her declaration.	0.20	88.00
08/02/2022	JT	Phone call with class member and email class administrator.	0.20	88.00
08/05/2022	JT	Phone call with class member.	0.20	88.00
08/15/2022	JT	Phone call with class member and email Lluvia regarding the information.	0.20	88.00
08/16/2022	JT	Review the final report sent from the class administrator.	0.20	88.00
	JT	Review correspondence from class members regarding opting out.	0.30	132.00
	JT	Revise the motion for final approval with the final report from the claims administrator.	0.50	220.00
08/17/2022	JT	Review emails regarding opt-out forms.	0.40	176.00
08/22/2022	TJF	Work in connection with motion for final approval.	2.60	1,950.00
08/26/2022	JT	Review the draft declaration of Lluvia Islas in support of the motion for final approval.	0.40	176.00
	JT	Revise the motion for final approval of settlement and supporting documents upon receipt of the declaration of LLuvia Islas.	1.40	616.00
08/30/2022	JT	Revise the declaration of Lluvia Islas.	0.50	220.00
	JT	Draft email to Lluvia Islas regarding her declaration.	0.60	264.00
	JT	Compare the figures from Lluvia Islas declaration with the motion for preliminary approval.	0.80	352.00
	DHD	Revise and edit followup letter to settlement administrator regarding declaration.	0.30	63.00
08/31/2022	DHD	Run settlement administrator's numbers to check for accuracy.	0.40	84.00
09/01/2022	JT	Draft and revise the memorandum of points and authorities, declaration of Torey Joseph Favarote and supporting documents.	3.50	1,540.00
	TJF	Review and revise motion for final approval of the settlement.	7.30	5,475.00
09/02/2022	JT	Draft the proposed order or judgment for the motion for final approval.	0.80	352.00
	JT	Revise the motion for final approval and underlying documents.	1.10	484.00
09/06/2022	TJF	Review and revise motion for final approval and supporting papers.	5.80	4,350.00

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			Hours	
09/07/2022	JT	Revise the proposed order granting final approval and email to opposing counsel.	0.30	132.00
	TJF	Revise motion for final approval and supporting documents.	4.20	3,150.00
			715.20	352,548.00

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Torey Joseph Favarote	Partner	311.10	\$750.00	\$233,325.00
Jing Tong	Associate	149.40	440.00	65,736.00
David Danning	Law Clerk, JD	254.70	210.00	53,487.00

EXPENSES

01/14/2011	Attorney Service Fee regarding service of summons and complaint on CA Fan Tuan Inc.. Ace order # 1917082.	112.89
07/30/2020	Postage.	7.80
07/30/2020	Copy/Printing.	5.60
08/03/2020	Copy/Printing.	0.40
08/07/2020	Court Filing Fee re: PAGA. G&F Check # 8740.	75.00
08/07/2020	Postage.	0.50
08/07/2020	Copy/Printing.	1.00
09/11/2020	Postage.	7.80
09/11/2020	Copy/Printing.	7.40
12/09/2020	Court Filing Fee regarding complex fee. G&F check #8858.	1,000.00
12/09/2020	Court Filing Fee regarding first appearance. G&F check # 8857.	435.00
12/11/2020	Federal Express to Bosco Legal Services, Inc. Tracking No. 772345701800.	22.25
12/14/2020	Attorney Service Fee regarding filing of summons and complaint. Bosco invoice # 5164639.	104.95
12/14/2020	Copy/Printing.	19.40
01/13/2021	Copy/Printing.	8.20
01/14/2021	Court Copy Fees.	3.50
01/20/2021	Attorney Service Fee regarding filing of proof of service. Turbocourt invoice # 9Y6485358U916015Y.	9.95
02/24/2021	Copy/Printing.	1.80
03/05/2021	Copy/Printing.	12.00
03/16/2021	Attorney Service Fee regarding filing of joint report. Bosco invoice # 5464234.	104.95
03/16/2021	Copy/Printing.	3.20
03/22/2021	Postage.	1.02
03/22/2021	Court Filing Fee regarding jury fees.	150.00
03/22/2021	Copy/Printing.	1.80
04/01/2021	Federal Express to Eric Steinert and Claire Chang. Tracking # 773336255245.	20.92
04/01/2021	Federal Express to Leo Li. Tracking # 773336272693.	19.26
04/01/2021	Copy/Printing.	28.00
04/19/2021	Copy/Printing.	6.40
04/20/2021	Copy/Printing.	0.40
04/22/2021	Copy/Printing.	5.00
05/11/2021	Postage.	4.80
05/11/2021	Copy/Printing.	20.80
05/18/2021	Copy/Printing.	23.40
05/20/2021	Copy/Printing.	1.00

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06/17/2021	Copy/Printing.	1.40
07/14/2021	Copy/Printing.	17.00
07/23/2021	Copy/Printing.	9.20
07/26/2021	Copy/Printing.	0.40
07/30/2021	Copy/Printing.	2.80
08/03/2021	Copy/Printing.	1.40
08/04/2021	Postage.	0.51
08/04/2021	Copy/Printing.	13.40
08/05/2021	Copy/Printing.	2.80
08/06/2021	Court Copy Fees.	7.00
08/06/2021	Copy/Printing.	14.20
08/09/2021	Copy/Printing.	1.40
08/12/2021	Postage.	0.51
08/18/2021	Copy/Printing.	1.00
08/20/2021	Copy/Printing.	12.00
08/23/2021	Transcription Fees regarding deposition of Nick Liao (PMK). D.Daunch invoice # 9374.	1,218.80
08/23/2021	Copy/Printing.	46.20
08/26/2021	Deposition videographer regarding deposition of Nick Liao. Best Evidence invoice # 1230.	865.00
08/29/2021	Videographer regarding deposition of PMK - Vol. 2 taken August 24, 2021. BEVP invoice # 1284.	750.00
09/01/2021	Copy/Printing.	1.40
09/14/2021	Attorney Service Fee regarding filing of joint statement re case management. Bosco invoice # 6118613.	104.95
09/14/2021	Copy/Printing.	4.60
09/15/2021	Transcription Fees regarding the deposition of Nick Liao. Daunch invoice # 9379.	1,423.45
09/15/2021	Copy/Printing.	16.40
09/16/2021	Copy/Printing.	0.80
09/22/2021	Copy/Printing.	162.00
09/23/2021	Attorney Service Fee regarding filing motion and supportive documents. Bosco invoice # 6152243.	291.45
09/23/2021	Court Filing Fee of motion and supportive documents. Bosco invoice # 6152243.	90.00
09/24/2021	Copy/Printing.	22.60
09/28/2021	Copy/Printing.	38.20
09/29/2021	Attorney Service Fee regarding service of statement. Bosco invoice # 6173962.	104.95
09/29/2021	Copy/Printing.	0.40
10/07/2021	Copy/Printing.	0.40
10/13/2021	Copy/Printing.	0.40
10/14/2021	Copy/Printing.	8.80
10/15/2021	Copy/Printing.	1.80
10/18/2021	CourtCall Telephonic Appearance for 10/15/21 Ex Parte hearing.	94.00
10/22/2021	Copy/Printing.	11.00
10/29/2021	Copy/Printing.	0.40
11/01/2021	Copy/Printing.	2.40
11/02/2021	Attorney Service Fee regarding filing of notice. Bosco invoice # 6302519.	54.95
11/02/2021	Copy/Printing.	24.00
11/08/2021	Postage.	0.53
11/12/2021	Postage.	1.59
11/12/2021	Copy/Printing.	1.00
12/08/2021	Postage.	0.53
02/01/2022	Copy/Printing.	5.60
02/17/2022	Postage.	16.72

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02/17/2022	Copy/Printing.	7.80
02/24/2022	CourtCall Telephonic Appearance for 2/23/21 CMC.	94.00
02/28/2022	Postage.	8.36
02/28/2022	Copy/Printing.	12.00
03/09/2022	Attorney Service Fee regarding filing of stipulation and order. Bosco invoice # 6791923.	131.95
03/14/2022	Copy/Printing.	16.20
03/16/2022	Court Copy Fees.	17.50
04/11/2022	Copy/Printing.	62.60
05/03/2022	Copy/Printing.	4.60
05/04/2022	CourtCall Telephonic Appearance #11506288.	94.00
05/04/2022	Court Copy Fees of Order.	2.50
05/04/2022	Copy/Printing.	4.20
07/21/2022	Copy/Printing.	13.80
07/23/2022	Copy/Printing.	0.40
07/25/2022	Copy/Printing.	5.60
08/01/2022	Copy/Printing.	0.40
08/05/2022	Copy/Printing.	2.40
08/08/2022	Attorney Service Fee regarding filing of notice. Bosco invoice # 7474831.	59.95
08/16/2022	Copy/Printing.	18.80
09/01/2022	Administrator fees for Belaire-West Notice. ILYM invoice # 220901.	2,565.00
09/07/2022	CourtCall Telephonic Appearance for 10/4/22 motion for final approval hearing.	94.00
09/09/2022	Attorney Service Fee regarding filing of motion for final approval documents.	131.95
09/09/2022	Attorney Service Fee regarding hand service of motion for final approval documents.	112.89
	Total Expenses	11,137.63
	Total	363,685.63
	Balance Due	<u>\$363,685.63</u>

EXHIBIT 3

DECLARARTION OF JUN DONG

I, Jun Dong, declare and state as follows:

1. I am the named plaintiff in this action and was employed as a delivery driver by defendant CA Fan Tuan Inc. ("Defendant" or "Fan Tuan"). I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn in as a witness.

2. I was hired by Defendant in October of 2020 and have since ended my employment with Defendant. I worked as a "Driver" or "Courier" for Defendant. I was employee number 1483. While I was employed by Defendant I was classified as an independent contractor even though all of my work was controlled by the Defendant.

3. I understand that I am seeking to be a Class Representative for this lawsuit. I understand that a Class Representative:

a. represents the interests of all members of his or her class in the litigation to recover money damages, penalties or obtain injunctive relief for the class;

b. has claims that are typical of those of the class, and thus involve common issues of law and/or fact;

c. always considers the interests of the class just as he or she would consider his or her own interests, and in some cases must put the interests of the class before their own interests. This means that the Class Representative is a fiduciary or guardian to the class;

d. always actively participates in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents and giving deposition testimony, all of which I have already done in this case;

e. recognizes and accepts that any resolution of the lawsuit, by dismissal or settlement, is subject to court approval, and must be designed in the best interest of the class as a whole;

f. should follow the progress of the lawsuit and should provide all relevant facts to the lawyers for the class; and

2.

**DECLARATION OF JUN DONG IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD FOR ATTORNEY FEES, COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT**

1 g. volunteers to represent or champion many other people with similar claims
2 and injuries.

3 4. I believe that the \$725,000 settlement is an excellent deal for the class and that it is
4 in the best interest to finalize the settlement. I understand that no one has objected to the settlement
5 and only about 1 out of approximately 1,351 people decided not to participate in the settlement. I
6 think that the high participation rate highlights how good of a deal this settlement is for all of the
7 class members.

8 5. I have served the class by stepping forward and keeping this case going after it was
9 abandoned by the last representative plaintiff. I have taken a lot of effort and time to speak to the
10 attorneys on the case and educate myself on the case, the claims, and the details of the settlement
11 agreement. I have spoken at length with Mr. Becerra and Ms. Tong about the case and attended
12 long in person meetings to discuss the details of the settlement agreement before signing it. I also
13 regularly communicate with my attorneys, Mr. Becerra and Jing Tong about the status of the case
14 and what the next steps are. I am also willing to do more and take this case to trial if necessary. I
15 understand that I could have been deposed and that if the settlement does not go through for any
16 reason I must be involved in the case through trial if necessary.

17 6. As stated, I have reviewed the settlement agreement that I signed and believe it is a
18 very good deal for the class and it is in all of our best interest to move forward with that deal. I
19 only signed the settlement agreement after educating myself on the facts of the case and carefully
20 reviewing the details of the settlement agreement with my attorneys.

21 7. I have and will continue to adequately represent the interests of all members of the
22 proposed class. The class is made up of approximately 1,351 current and former couriers and
23 drivers of Fan Tuan who were treated as independent contractors. I believe that my claims are
24 typical of the other putative Class Members and involve the same common issues arising out of
25 Fan Tuan's misclassification of couriers/drivers as independent contractors, including myself. I do
26 not have any antagonistic interests to others in the class, and intend to vigorously, adequately and
27 fairly represent our interests until the settlement is approved, and if the settlement is not approved,
28

1 until the trial of the case.

2 8. I have considered the interests of the other class members just as I have my own
3 interests and understand that I have to put the interests of the other class members before my own.
4 I have volunteered to represent the other class members because of the importance of the case and
5 so that other class members can benefit from the enforcement of the law and the savings of time,
6 money and effort that should result in the settlement of this case on a class-wide basis.

7 9. I also obtained information needed for the lawsuit from my own investigation, and I
8 understand that the case and settlement would have been in serious trouble if I had not stepped
9 forward to fill the role of representative plaintiff. I enthusiastically did all that was required not for
10 my own sake, but for the benefit of all members of the class and to be the “champion” of the class.
11 I met with and spoke on the phone with the attorneys in the case on multiple occasions about the
12 case, the duties and responsibilities of a class representative, and the terms of the settlement. I
13 enthusiastically did all that was required not for my own sake, but to step in for the benefit of all
14 members of the class and be the “champion” of the class.

15 10. I also am assuming the risk of being black-listed with future employers for being the
16 named plaintiff in a class action against my former employer, Fan Tuan. Today employers can
17 easily go online and find out about any litigation that a job candidate has been involved in and
18 refuse to hire or even interview me based on my role in this case. This is exceptionally true in the
19 Chinese speaking community, which is small and well connected, and an employer may hear about
20 this case by word of mouth alone. By bringing this case I put a target on my back as I knowingly
21 risk this cost to my reputation, risk of intrusive discovery and the payment of Fan Tuan’s costs in
22 order to pursue this lawsuit which will benefit approximately 1,351 other individuals, most of
23 whom I never knew or met. As I do not speak English and work in a small community this risk is
24 even greater for myself than for an average worker. Finally, I believe that the Settlement is fair and
25 in the best interest of the class.

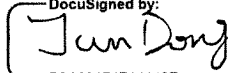
26 11. I believe that a Class Enhancement of \$10,000.00 for me is fair and reasonable
27 under the circumstances. This enhancement takes into consideration the time, effort, risk, stress,
28

1 and stigma. This amount is also proper because of the substantial benefit provided to the
2 approximate 1,351 Class Members as a direct result of my involvement in this litigation. The Class
3 Enhancement that I am requesting and think that I should receive, represents, 0.014% of the total
4 settlement in this case. I believe that the additional enhancement amount requested is fair
5 considering the amount of time, effort, and diligence that I put into helping secure a large
6 settlement that is going to benefit 1,351 current and former employees of Fan Tuan. The settlement
7 puts real money in the pockets of the class members at a time that they need it most.

8 12. I believe I have been diligent and acted above and beyond that of which is expected
9 of a Class Representative, and will continue to do so up to and including final approval of the class
10 action settlement, and if it is not approved, through trial.

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

13
14 Executed on 8/2/2022 at San Gabriel, California.

15
16 DocuSigned by:
17 
18 5CA804F4F44143E...
19 Jun Dong
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PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Blvd., Suite 300, Long Beach, CA 90807.

On September 9, 2022, I served a copy(ies) of the following document(s):

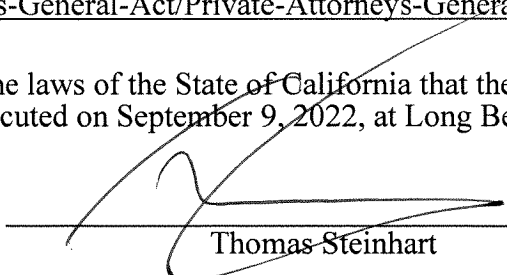
DECLARATION OF TOREY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT on the parties to this action as follows:

Attorney	Party(ies) Served	Method of Service
Eric M. Steinert Claire Y. Chang SEYFARTH SHAW LLP 560 Mission Street, 31st Floor San Francisco, California 94105 Telephone: (415) 397-2823 Facsimile: (415) 397-8549 esteinert@seymarth.com cchang@seymarth.com	Attorneys for Defendant CA FAN TUAN INC.	By email per agreement in lieu of personal service
Leo Q. Li SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310) 277-7200 Facsimile: (310) 201-5219 lli@seymarth.com	Attorneys for Defendant CA FAN TUAN INC.	By email per agreement in lieu of personal service
Natalie Palugyai Acting Secretary California Labor & Workforce Development Agency 800 Capital Mall, MIC-55 Sacramento, CA 95814	California Labor & Workforce Development Agency	By Electronic Submission

☒ [BY ELECTRONIC TRANSMISSION] I caused said document to be sent by electronic transmission to the e-mail address indicated for the party(ies) listed above.

☒ [BY ELECTRONIC SUBMISSION] I hereby certify that the above-referenced document(s) were electronically submitted to the California Labor & Workforce Development Agency through the LWDA Online Filing Site located at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on September 9, 2022, at Long Beach, California.


Thomas Steinhart