

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan, Esq. (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

jeff@tomorrowlaw.com

Sara Ehsani-Nia (SBN 326501)

sara@tomorrowlaw.com

8484 Wilshire Blvd, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs RENEE J. MONTOYA,
CINDY L. BRAKEBILL, and JACOB R. MONTOYA
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RENEE J. MONTOYA, CINDY L.
BRAKEBILL, JACOB R. MONTOYA and
SOLEDAD MARRON, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

REMO, INC., a California corporation; and
DOES 1 through 100, inclusive,

CASE NO.: 20STCV34614

[Related Case No. 20STCV37581]

CLASS ACTION

[Assigned for all purposes to the Hon. Maren
Nelson in Dept. 17]

**PLAINTIFFS' SUPPLEMENTAL BRIEF
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL;
DECLARATIONS OF PLAINTIFFS,
DAVID D. BIBIYAN, BERKEH
ALEMZADEH, KEVIN MAHONEY AND
KEITH R. RASHER IN SUPPORT
THEREOF**

**[[Proposed] Order Concurrently Filed
Herewith]**

HEARING INFORMATION:

DATE: March 23, 2022

TIME: 9:00 a.m.

DEPT: 17

ACTION FILED: September 11, 2020

TRIAL DATE: None set

1 **I. DUNK/KULLAR ANALYSIS**

2 **A. Records Reviewed**

3 The Court has asked: (1) what specific records were reviewed prior to mediation; (2) were
4 the records of all potential class members in all three actions provided; (3) whether a sample was
5 used; and (4) if a sample was used, whether it was statistically significant; and (5) if a sample was
6 used, whether expert analysis supported the conclusion that the sampling was sufficient to provide
7 useful data.

8 There were 172 non-exempt, hourly-paid employees working for Remo, Inc. from
9 September 11, 2016 through mediation (*i.e.*, Class Members), with 137 of them working from
10 July 27, 2019 through mediation (*i.e.*, Aggrieved Employees). Hire dates, termination dates and
11 rates of pay were provided for all 172 Class Members. Time and pay records were provided for
12 132 of the 172 Class Members. Expert consultants retained by Class Counsel to help perform an
13 analysis of those time and pay records concluded that the sampling was sufficient to provide useful
14 data and statistically significant.

15 **B. Declaration of David D. Bibiyan**

16 The Court has inquired as to the propriety of the testimony in the Declaration of David D.
17 Bibiyan that is stated under information and belief. The Declaration at issue included five
18 categories of information under information and belief: (1) information provided by expert
19 consultants; (2) information provided by counsel for Remo, Inc. ("Defendant"); (3) attorneys and
20 staff from my office who helped litigate the action to fruition; (4) information provided by co-
21 counsel; and (5) information provided by the mediator. After guidance by the Court at the last
22 hearing in this matter, Plaintiff has revised the Declaration and submits herewith a Declaration
23 that supports the evidence set forth in the brief and that in the original Motion in a manner that
24 Class Counsel is hopeful will resolve the Court's concerns.

25 **C. Alemzadeh and Mahoney Declarations**

26 The Court found that the Declarations of Kevin Mahoney and Berkeh Alemzadeh did not
27 support a finding that the settlement is fair. Revised Declarations from Mr. Mahoney and Ms.
28 Alemzadeh further setting forth foundation for that belief are provided herewith.

1 **II. ADEQUACY**

2 The Court has raised a concern regarding the evidence on the record that Plaintiffs are
3 adequate class representatives. Filed concurrently herewith are Declarations of all four Plaintiffs
4 setting forth that each: (1) understands the obligations of being an adequate class representative;
5 (2) the details of what he or she has done or will do to demonstrate the adequacy of his or her
6 representation; and (3) the substantial burden he or she will undertake or has undertaken in order
7 to represent the putative class in this Action.

8 **III. SCOPE OF RELEASE**

9 **A. Class Claims**

10 The Court has counseled that the release of class claims should specify that it is limited to
11 claims based on facts alleged in the operative First Amended Complaint only and that the
12 references to "Actions" in the Released Claims language be modified accordingly. Plaintiff has
13 revised the Settlement Agreement by creating a defined term called Operative Complaint which
14 refers to the First Amended Complaint in the Action (which was also added as an alternate term
15 to refer to the Montoya Class Action). Therein, the "Released Claims" portion of the Settlement
16 Agreement was revised to ensure that the only claims being released appear in the Operative
17 Complaint in the Action. A redlined and fully executed version of the revised Settlement
18 Agreement are attached to the Declaration of David D. Bibiyan as Exhibits 1 and 2 thereto,
19 respectively.

20 **B. PAGA Cause of Action**

21 The Court has counseled that the release of the PAGA Cause of Action should be limited
22 to claims for penalties that were brought or could have been brought based on the facts alleged in
23 Plaintiff's LWDA letter. Plaintiff has amended the release accordingly and, at the Court's request,
24 attaches the notices filed with the LWDA to the Declaration of David D. Bibiyan as Exhibit 3
25 thereto.

26 ///

27 ///

28 ///

1 **IV. AGGRIEVED EMPLOYEES**

2 There were 137 non-exempt, hourly-paid employees working for Remo, Inc. from from
3 July 27, 2019 through mediation (*i.e.*, Aggrieved Employees).

4 **V. NOTICE AND NOTICE ADMINISTRATION**

5 **A. Uncashed Checks**

6 The Class Notice has been amended to state that settlement checks received for release of
7 class or PAGA claims will remain valid for 180 days and, thereafter, be paid to the *cy pres*
8 recipient. A redlined copy of the Class Notice, as well as a clean version, are attached to the
9 Declaration of David D. Bibiyan as Exhibits 4 and 5, respectively.

10 **B. Remote Appearances**

11 The Class Notice has been amended to reflect that putative class members may appear
12 remotely at the Final Approval Hearing, and includes a link for them to find more information
13 about remote appearances online. (*See* Declaration of David D. Bibiyan, Exhibits 4, 5.)

14 **VI. CY PRES DISTRIBUTION**

15 Filed concurrently with this supplemental brief are declarations from all Parties and their
16 counsel attesting to the fact that they have no interest or involvement in the governance or work
17 of Legal Aid at Work, the *cy pres* recipient chosen by the Parties.

18 **VII. SETTLEMENT ADMINISTRATOR**

19 Filed concurrently with this supplemental brief is a declaration from Jodey Lawrence of
20 the settlement administrator – Phoenix Settlement Administrators – that provides the
21 qualifications and experience of the administrator, affirms that the administrator has sufficient
22 safeguards in place to protect the data and funds entrusted to it, and has no relationship to any
23 counsel.

24 **VIII. FEE SHARING**

25 All Plaintiffs previously acknowledged and agreed to the fee-split between Bibiyan Law
26 Group, P.C., on the one hand; and Mahoney Law Group, APC and Work Lawyers PC, on the other
27 hand. Through their declarations filed concurrently herewith, they confirm acknowledgment and
28 agreement between Plaintiffs and their counsel that Bibiyan Law Group, P.C. is to receive sixty

1 percent (60%) of the attorneys' fees recovered, with Mahoney Law Group, APC and Work
2 Lawyers PC each receiving twenty percent (20%), for a total of forty percent (40%), of the
3 attorneys' fees recovered. As to costs, Plaintiffs and their counsel have agreed that reimbursement
4 will be according to proof based on costs actually incurred in litigating the Actions, as the same
5 may be approved by the Court.

6 *Respectfully submitted.*

7
8 Dated: March 1, 2022

BIBIYAN LAW GROUP, P.C.

9
10 By: Vedang J. Patel
11 DAVID D. BIBIYAN
12 VEDANG J. PATEL
13 Attorneys for Plaintiffs
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3 **PROOF OF SERVICE**

4 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Blvd, Suite
7 500, Beverly Hills, California 90211.

8 On March 1, 2022, I served the following document(s) described as **PLAINTIFFS'**
9 **SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR**
10 **PRELIMINARY APPROVAL; DECLARATIONS OF PLAINTIFFS, DAVID D. BIBIYAN,**
11 **BERKEH ALEMZADEH, KEVIN MAHONEY AND KEITH R. RASHER IN SUPPORT**
12 **THEREOF** to be served by electronic transmission via Case Anywhere to the parties and/or
13 counsel who are registered to use Case Anywhere and set forth in the below service list:

14 THOMPSON COBURN LLP
15 John L. Viola
16 Keith J. Rasher
17 2029 Century Park East, Suite 1900
18 Los Angeles, California 90067
19 *jviola@thompsoncoburn.com*
20 *krasher@thompsoncoburn.com*
21 **Counsel for Defendant Remo, Inc.**

22 EPSTEIN BECKER & GREEN, P.C.
23 Michael S. Kun
24 Kevin D. Sullivan
25 1925 Century Park East, Suite 500
26 Los Angeles, California 90067
27 *mkun@ebglaw.com*
28 *ksullivan@ebglaw.com*

Counsel for Defendants Employbridge, LLC and Real Time Staffing Services, LLC

Work Lawyers PC
Justin Lo, Esq
22939 Hawthorne Blvd, Suite 202
Torrance, California 90505
Justin@WorkLawyers.com

Mahoney Law Group, APC
Kevin Mahoney
Edward Kim
249 E. Ocean Blvd., Ste. 814
Long Beach, California 90802
kmahoney@mahoney-law.net
ekim@mahoney-law.net

Counsel for Plaintiff Soledad Marron

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

Executed on March 1, 2022 at Los Angeles, California.

Emanuel Munguia

1 **BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan, Esq. (SBN 287811)

2 *david@tomorrowlaw.com*

Jeffrey D. Klein (SBN 297296)

3 *jeff@tomorrowlaw.com*

8484 Wilshire Blvd, Suite 500

4 Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

5 Attorneys for Plaintiffs RENEE J. MONTOYA,

6 CINDY L. BRAKEBILL, and JACOB R. MONTOYA

on behalf of themselves and all others similarly situated

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10 RENEE J. MONTOYA, CINDY L.

11 BRAKEBILL, JACOB R. MONTOYA and

12 SOLEDAD MARRON, as individuals and on
behalf of all others similarly situated,

13
14 Plaintiffs,

15 v.

16 REMO, INC., a California corporation; and
DOES 1 through 100, inclusive,

CASE NO.: 20STCV34614

[*Related Case No. 20STCV37581*]

CLASS ACTION

[Assigned for all purposes to the Hon. Maren
Nelson in Dept. 17]

**RENEWED DECLARATION OF DAVID
D. BIBIYAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

HEARING INFORMATION:

DATE: March 23, 2022

TIME: 9:00 a.m.

DEPT: 17

DECLARATION OF DAVID D. BIBIYAN

I, David D. Bibiyan, state and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am the principal of Bibiyan Law Group, P.C, counsel of record for plaintiffs Renee J. Montoya, Cindy L. Brakebill, Jacob R. Montoya, and Soledad Marron (collectively, "Plaintiffs") and all others similarly situated. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

2. On or around September 11, 2020, plaintiffs Renee J. Montoya, Cindy L. Brakebill, and Jacob R. Montoya filed a Class Action Complaint against defendants Remo, Inc., Employbridge, LLC, and Real Time Staffing Services, LLC (collectively with Employbridge, LLC, the "Staffing Agencies") in the Superior Court of the State of California, County of Los Angeles entitled *Renee J. Montoya, et al. v. Remo, Inc., et al.*, Case No. 20STCV34614 pursuing claims for violations of California's wage and hour laws and Unfair Competition Law ("Montoya Class Action").

3. On or around July 27, 2020, plaintiffs Renee J. Montoya, Cindy L. Brakebill, and Jacob R. Montoya filed with the Labor and Workforce Development Agency ("LWDA") and served on defendants a notice under Labor Code section 2699.3 (the "PAGA Notice") stating plaintiffs Renee J. Montoya, Cindy L. Brakebill, and Jacob R. Montoya intended to serve as a proxy of the LWDA to recover civil penalties on behalf of aggrieved employees of defendants under the Labor Code Private Attorneys' General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA") for various Labor Code violations.

4. On or around September 30, 2020, plaintiff Soledad Marron filed a Class Action Complaint against defendant Remo, Inc. and Remo International, Inc. in the Superior Court of the State of California of Los Angeles, entitled *Soledad Marron v. Remo, Inc. et al.*, Case No. 20STCV37581., alleging substantially similar allegations as those alleged in the Montoya Class Action (the "Marron Action"). On or around January 13, 2021, the Court deemed related the Montoya Class Action and the Marron Action.

1 5. On or around October 27, 2020, after sixty-five (65) days had passed without any
2 action from the LWDA, plaintiffs Renee J. Montoya, Cindy L. Brakebill, and Jacob R. Montoya
3 filed a separate case pursuing causes of action for civil penalties pursuant to Labor Code section
4 2698, *et seq.* in the Superior Court of the State of California, County of Los Angeles entitled *Renee*
5 *Montoya, et al. v. Remo, Inc., et al.*, Case No. 20STCV41176.

6 6. Shortly after the filing of the Montoya Class Action and Montoya PAGA Action,
7 counsel for Plaintiffs Renee Montoya, Jacob Montoya and Cindy Brakebill, on the one hand; and
8 defendant Remo, Inc., on the other hand, met and conferred regarding: (1) Remo, Inc.'s intention
9 to bring a motion to compel arbitration; (2) the intention of defendants Renee Montoya and Cindy
10 Brakebill to oppose a motion to compel arbitration and potential grounds for the opposition; and
11 (3) the potential for an early mediation. In addition, counsel for the Staffing Agencies, on the
12 one hand, and counsel for Jacob Montoya, on the other hand, met and conferred regarding: (1) the
13 Staffing Agencies' intention to bring a motion to compel arbitration; and (2) potential grounds of
14 opposition by plaintiff Jacob Montoya. Formal and informal discovery ensued regarding the
15 enforceability of any agreement to arbitrate. As a result of those efforts, plaintiff Jacob Montoya
16 agreed to stipulate to arbitration of his claims against the Staffing Agencies. Moreover, plaintiffs
17 Renee Montoya, Jacob Montoya, and Cindy Brakebill, on the one hand, and defendant Remo, Inc.,
18 on the other, agreed to attend mediation on a class and representative basis to determine if an early
19 resolution could be reached. In addition, plaintiff Soledad Marron was invited to mediation to
20 determine if that his action could be resolved, as well.

21 7. In the leadup to mediation, various discussions among counsel took place regarding
22 the parameters of a potential early mediation, the discovery to be exchanged beforehand, and the
23 identity of a mediator. A mediator was agreed upon and, in the leadup to mediation, Plaintiffs
24 (hereinafter collectively Renee Montoya, Jacob Montoya, Cindy Brakebill and Soledad Marron)
25 were provided with, among other things: (1) a class list reflecting the names of 173 employees;
26 (2) time and punch data for putative class members; and (3) policy documents pertaining to the
27 employment of putative class members with Remo, Inc.

28 ///

8. After reviewing the policies in detail, as well as the time and payroll records with the aid of expert consultants, the Parties attended mediation before complex labor and employment mediator Paul Grossman, Esq. on April 26, 2021. With the aid of the mediator's evaluation and proposal thereafter, the Parties (hereinafter Plaintiffs, on the one hand, and Remo, Inc., on the other hand) reached a settlement to resolve all of Plaintiffs' claims on a class and representative basis.

9. The Parties at mediation had strong positions regarding the certifiability of Plaintiffs' claims, the merits thereof, the manageability of a trial, and the likelihood in recovering civil penalties for aggrieved employees. Nevertheless, the Parties concluded, after considering the sharply disputed factual and legal issues put at issue by Plaintiffs, the risks associated with further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of Plaintiffs' class and representative claims, that settlement on the terms reached in the best interest of Plaintiffs, putative class members, aggrieved employees and Remo, Inc. (hereinafter, "Defendant"), and is fair, reasonable, and adequate.

10. On or around December 10, 2021, pursuant to a stipulation of the Parties and the Staffing Agencies, the Court granted Plaintiffs leave to file a First Amended Complaint dismissing the Staffing Agencies and effectively consolidating the allegations in the Montoya Class Action, Montoya Class Action, and the Marron Action against Remo, Inc. in the Montoya Class Action (hereinafter the “Action”, “Litigation” or “Lawsuit”).

The Proposed Settlement

11. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Litigation by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement. After taking into consideration the Court's counseling, the Parties executed a revised Settlement Agreement to address the Court's concerns. The Parties' revisions are discussed in detail further below. A redlined and fully executed version of the revised Settlement Agreement are attached hereto as Exhibits 1 and 2 respectively. A summary of the terms of the settlement are as follows:

1 Defendant will stipulate, for purpose of this settlement only, as follows:

- 2 • Certification of a class defined as: all current and former non-exempt, hourly-paid
3 employees who worked at any time for Defendant from September 11, 2016 through the
4 date the Court grants Preliminary Approval of the Settlement ("Class Period") in
5 California ("Class Members");
- 6 • Defendant represents that there are no more than 27,155 workweeks worked from
7 September 11, 2016 through April 26, 2021. In the event the number of workweeks
8 worked during this timeframe increases by more than 10%, or 2,716 workweeks worked,
9 then the GFV shall be increased proportionally by the workweeks in excess of 27,155
10 multiplied by the workweek value. The workweek value shall be calculated by dividing
11 the Gross Settlement Amount by 27,155. The Parties agree that the workweek value
12 amounts to and the settlement amounts to \$33.14 per workweek ($\$900,000 / 27,155$
13 workweeks). Thus, for example, should there be 30,000 workweeks in the Class Period,
14 then the GFV shall be increased by \$94,283.30. ($30,000 \text{ workweeks} - 27,155 \text{ workweeks}$
15 $\times \$33.14/\text{workweek}$.);
- 16 • Defendant will pay \$900,000 (i.e., the "Gross Settlement Amount");
- 17 • Defendant will pay the employer's share of taxes separate and apart from the Gross
18 Settlement Amount;
- 19 • This is a non-reversionary settlement;
- 20 • Class Members will be paid their *pro rata* share of the class action settlement based on
21 the total number of workweeks worked during the Class Period;
- 22 • The Settlement Administration costs, estimated not to exceed \$20,000.00, will be paid
23 out of the Gross Settlement Amount;
- 24 • Class Counsel – comprised of David D. Bibiyan and Jeffrey Klein of Bibiyan Law
25 Group, P.C.; Kevin Mahoney of Mahoney Law Group, APC; and Justin Lo and Berkeh
26 Alemzadeh of Work Lawyers PC – will apply for, and Defendant will not oppose,
27 attorneys' fees of one-third of the Gross Settlement Amount, and actual costs, not to
28 exceed \$30,000.00, all of which will be paid out of the Gross Settlement Amount;

- 1 • Class Counsel will apply for, and Defendant will not oppose, an enhancement award of
- 2 \$5,000.00 to each of Renee Montoya, Jacob Montoya, Cindy Brakebill, and Soledad
- 3 Marron (totaling \$20,000), which will be paid out of the Gross Settlement Amount;
- 4 • The PAGA Period means the period from July 27, 2019 through the date of preliminary
- 5 approval;
- 6 • Defendant has agreed to pay \$20,000.00 as PAGA penalties, seventy-five percent (75%)
- 7 or \$15,000.00 of which will be paid to the LWDA out of the Gross Settlement Amount,
- 8 and twenty-five percent (25%) or \$5,000.00 of which will be distributed to Aggrieved
- 9 Employees (Class Members who work as non-exempt, hourly-paid employees of
- 10 Defendant during the PAGA Period) in addition to their Individual Settlement Share
- 11 should they elect not to opt out of the Settlement.
- 12 • Any checks from this distribution shall remain valid and negotiable for one-hundred-eighty
- 13 (180) calendar days from the date of their issuance. For any check not cashed after one
- 14 hundred eighty (180) calendar days, the funds shall be transmitted to Legal Aid at Work,
- 15 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles
- 16 County. The Settlement Administrator shall prepare a report regarding the distribution plan
- 17 pursuant to Code of Civil Procedure section 384, and the report shall be presented to the
- 18 Court by Class Counsel along with a proposed amended judgment that is consistent with
- 19 the positions of Code of Civil Procedure section 384.

20 **The Presumption of Fairness**

21 12. In this Litigation, the Settlement was reached after extensive factual and legal
22 research, informal discovery, an exchange of time and payroll records, a review and analysis of
23 time and payroll records with Plaintiffs and expert consultants, preparation of damages analyses
24 with the aid of expert consultants, and a full-day mediation with an experienced complex labor
25 and employment mediator.

26 13. I believe the Settlement that has been reached, subject to this Court's approval, is
27 the product of substantial effort and expense by Class Counsel. I believe the settlement amount
28

1 is, of course, a compromise figure. However, Class Counsel are satisfied that this figure is
2 reasonable in light of the risks and expense of continued litigation.

3 **Settlement Agreement and Accompanying Documents**

4 14. Attached hereto as Exhibit "2" is a true and correct copy of the revised Settlement
5 Agreement fully executed by the Parties.

6 15. On or about December 28, 2021, Class Counsel submitted a copy of the Settlement
7 Agreement to the California Labor and Workforce Development Agency ("LWDA") in
8 compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of the
9 confirmation from the LWDA in connection is attached hereto as Exhibit "3".

10 16. The Notice Class Action Settlement ("Class Notice") has been revised to address
11 the Court's concerns. The Parties' revisions to the Class Notice are discussed further below. The
12 redlined version of the Class Notice and the proposed, revised Class Notice are attached to this
13 Declaration as Exhibits 4 and 5, respectively, to be distributed to Class Members in English and
14 Spanish.

15 17. The Parties have agreed to use Phoenix Settlement Administrators ("Phoenix") to
16 administer the settlement.

17 18. The Parties have agreed that the administration costs will be paid out of the Gross
18 Settlement Amount.

19 **The Settlement Was Negotiated at Arms-Length and Not Collusive**

20 19. The Settlement that has been reached, subject to this Court's approval, is the
21 product of substantial effort by Class Counsel. The Settlement was reached after extensive factual
22 and legal investigation and research; substantial negotiation regarding the scope of informal
23 discovery; an exchange of documents and information that included review of time and pay
24 records and analysis thereof with the aid of Plaintiffs and expert consultants; an analysis of shifts
25 and workweeks worked by Class Members in the Class Period, how many pay periods and
26 Aggrieved Employees there were in the PAGA Period, and how many Class Members may have
27 been eligible for wage statement penalties and waiting time penalties; extensive correspondence
28 and communication between counsel, including the sharing of damages analyses; a review of

1 pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of
2 similar cases in the same industry elsewhere in the country; preparation for and attendance at a
3 full-day session of mediation, followed by weeks of negotiations after mediation finalizing the
4 terms and conditions of the general settlement parameters agreed to by the Parties after the
5 mediator's proposal.

6 20. The settlement amount is, of course, a compromise figure. It considered the risks
7 related to certifiability, liability, and manageability.

8 21. Class Counsel asserts that the wage and hour claims and the claims for resulting
9 penalties would be certified. On the other hand, I understand from the mediator and the mediation
10 process that Defendant argued: that Plaintiffs cannot meet the requirements of class certification
11 because any wage discrepancies are not the product of an overarching policy that was uniformly
12 applied; that Class Members were paid overtime for all the overtime hours worked at the proper
13 rate of pay; that Class Members were paid for all hours under Defendant's control, or otherwise
14 suffered or permitted to work by Defendant; that meal periods were provided and rest periods
15 were permitted; that Defendant's meal and rest period policies were compliant; that Defendant
16 did not deter Class Members from taking meal and rest periods and any untimely or missed meal
17 periods were elections by Class Members and not caused by Defendant or Class Members were
18 paid the required premiums; and that Defendant thus provided all pay owed to Class; and that
19 Defendant thus provided all pay owed to Class Members by separation of employment and issued
20 accurate wage statements to Class Members. I also understand from the mediator and the
21 mediation process that Defendant further contends that class certification would not be warranted
22 because it contends all Class Members signed binding and enforceability arbitration agreements,
23 individual liability issues predominate over any class-wide allegations, and any trial on a class or
24 representative basis would be unmanageable.

25 22. While Class Counsel believes in their chance of success of certifying the claims,
26 Class Counsel also recognizes the potential risk, expense, and complexity posed by further
27 litigation. Moreover, I believe that litigating Plaintiffs' claims in this Litigation—claims that
28 involve over one hundred Class Members during the Class Period—would require substantial

1 preparation and discovery and ultimately would involve the deposition and presentation of
2 numerous more witnesses (including Class Members and expert witnesses), as well as the
3 consideration, preparation, and analysis of expert reports. Therefore, should litigation have
4 progressed any further, I believe there would have been significant expense incurred by each side
5 (above and beyond the expense already incurred).

6 23. Again, the Parties have very strong positions on liability in this case. I understand
7 from the mediator and the mediation process that Defendant denies wrongdoing of any kind
8 associated with the claims alleged in the Litigation, and further denies that, for any purpose other
9 than that of settling this lawsuit, the allegations in the Litigation are appropriate for class
10 treatment. In light of the sharply contested legal and factual issues, the risks of continued
11 litigation, and substantial benefits to Class Members under the Settlement, I believe that the terms
12 and conditions of this class settlement are fair and reasonable to all sides.

13 **The Settlement Amount is Well Within Range of Reasonableness**

14 24. I believe the settlement amount reached in this case provides significant recovery
15 to Class Members and easily falls within the range of reasonableness.

16 **Unpaid Wages**

17 25. Class Counsel's position that Defendant failed to pay all wages owed to Class
18 Members is based on two salient theories. The first is that detrimental rounding caused a failure
19 to pay all wages owed. The second is that Defendant did not pay for all time that Class Members
20 were under its control, or suffered or permitted to work by Defendant. I believe this second theory
21 of failure to adequately track and pay for all time under Defendant's control, or all time suffered
22 or permitted to work by Defendant, may be further subdivided into two categories: Class Members
23 whose time was recorded manually and those whose time was recorded electronically during the
24 Class Period.

25 **Detrimental Rounding**

26 26. Class Counsel theorized that Defendant's time and payroll records demonstrate that
27 Class Members' time worked was rounded to their detriment, resulting in unpaid wages. One
28 analysis performed by Class Counsel demonstrated that, on average, the rounding practice

1 employed by Defendant led to 0.5 minutes of time worked by Class Members being unpaid per
2 shift, with 55% of Class Members being underpaid due to rounding, for a total of 977.3 underpaid
3 hours. Moreover, according to documents and information provided by Defendant, approximately
4 63% of shifts worked were over 8 hours in length with an average rate of pay of approximately
5 \$18.26 per hour. Thus, Class Counsel theorized Defendant's exposure for unpaid overtime wages
6 due to rounding to be \$16,864. (977.3 hours x .63 shifts x 18.26/hour x 1.5 overtime.) In addition,
7 Class Counsel theorized Defendant's exposure for unpaid minimum wages in connection with this
8 theory to be \$13,206. (977.3 hours x .37 shifts x 18.26/hour x 2 liquidated damages.) Therefore,
9 one calculation that Plaintiff performed at mediation was calculating Defendant's exposure for
10 detrimental rounding to be approximately \$30,070.

11 27. Class Counsel understand from the mediator and the mediation process that
12 Defendant asserts the following defenses: Defendant, for its part, argues that it did not always
13 round time during the Class Period. Defendant states that the rounding practice, when used, was
14 neutral both in policy and in practice and that, thus, it was legal. Defendant contends that, anyhow,
15 it did not adversely affect the majority of Class Members, it did not adversely affect the majority
16 of shifts, and that, in the aggregate, it did not result in any meaningful, if any, loss of time worked
17 by Class Members. Finally, Defendant defends that no class action may be maintained in
18 connection with this claim because Plaintiffs and Class Members all signed an agreement to
19 arbitrate individually. Thus, I am informed and believe that Defendant contends that *no* monies
20 are owed under this theory.

21 Failure to Pay for All Time Worked

22 Manual Time Records

23 28. Class Counsel theorized that Class Members were damaged by Defendant's
24 fabrication of time entries based on Class Members' scheduled hours rather than actual hours
25 worked. The manual time data produced by Defendant show that essentially every shift recorded
26 in this fashion was exactly (8) hours in length. However, Class Counsel theorized employees
27 were required to work off the clock each day. Additionally, all shifts recorded 30 minutes for all
28 meal periods even though Class Counsel theorized not all meal periods could be exactly 30

1 minutes in length. Thus, for Class Members who entered their time manually, Class Counsel
2 believes it is not unreasonable to calculate that Class Members were underpaid several minutes
3 per shift. Class Counsel, based on information and documents provided by Defendant, determined
4 that the average rate of pay for Class Members during the Class Period was approximately \$18.26
5 with a total of 26,148 shifts worked by Class Members who recorded their time manually.
6 Moreover, because all shifts recorded were eight (8) hours in length, Class Counsel calculates all
7 damages as a failure to pay overtime wages.

8 29. Class Counsel believes that even if these practices only resulted in six (6) minutes
9 being worked off the clock each shift Defendant's exposure for off-the-clock work for employees
10 who pre-filled time sheets would be approximately \$71,619. (26,148 shifts x \$18.26/hr x .1
11 hrs/shift x 1.5 overtime rate.)

12 Electronic Time Records

13 30. Class Counsel theorized that Class Members were damaged by having to perform
14 work prior to clocking in, as well as for having to wait in line to clock in and clock out without
15 pay. Class Counsel, based on documents and information provided by Defendant, theorized there
16 to be 103,373 shifts worked by Class Members who tracked their time electronically. Class
17 Counsel also understands that, in terms of electronic time records, approximately 63% of shifts
18 were over eight (8) hours, which would mean that the failure to pay wages for those shifts would
19 constitute a failure to pay overtime and a failure to pay minimum wages on the other shifts.

20 31. Thus, Class Counsel theorized that even if Class Members worked only three (3)
21 minutes off-the-clock each shift, Defendant's exposure for failure to pay wages for these shifts
22 would be approximately \$111,977. ((103,373 shifts x .05 hrs per shift x .63 x \$18.26/hr x 1.5
23 overtime rate) + (103,373 x .05 hours x 0.37 x \$18.26/hr x 2 liquidated damages).)

24 32. Class Counsel understand from the mediator and the mediation process that
25 Defendant makes the following defenses in connection with this claim: Defendant, for its part,
26 argues that it did not require Class Members to work off-the-clock and, rather, they were paid for
27 all time suffered or permitted to work. Defendant points to its Employee Handbooks, which it
28 states prohibit off-the-clock work, to defend that any allegations that Class Members worked off-

1 the-clock are purely speculative. Defendant contends that shifts were staggered and there were
2 sufficient time clocks so that there were no lines and, anyhow, it certainly would not amount to
3 any significant time each shift off the clock. Defendant further contends that such time is not
4 compensable and, even if anyone did wait in line and a Court found it compensable, it would
5 necessitate an individual inquiry into when which employees stood in lines, makes this claim not
6 subject to class treatment and would make a trial in this Litigation unmanageable. Finally, it
7 contends that Plaintiffs and all Class Members signed binding and enforceable agreements to
8 arbitrate and that, thus, no class recovery at all is possible. Thus, Defendant contends that *no*
9 monies are owed in connection with this theory.

10 **Recovery for Damages for Non-Compliant Meal Periods**

11 33. Class Counsel theorized that Defendant's meal break practices are not compliant
12 with the Labor Code based on Plaintiffs' contention that their meal periods were short or not
13 provided at all. As it pertains to Class Members using pre-filled time sheet entries, Class Counsel
14 theorized that those meal period entries are rounded, false and therefore there is a presumption
15 that no meal period was taken on each of those shifts. As for shifts for which there are electronic
16 time entries, Class Counsel theorized that, anyhow, the time it takes to walk to clock in and clock
17 out would render every meal period short and non-compliant. Thus, one position that Class
18 Counsel took at mediation was that every meal period was non-compliant.

19 34. However, Class Counsel also theorized a more moderate position that, at minimum,
20 there were 32,805 shifts with a facial meal period violation (*i.e.*, a time entry reflecting a short,
21 late, or unprovided meal period every five (5) hours worked), with only 1,085 meal period
22 premiums paid. Accordingly, one calculation Class Counsel did of Defendant's exposure for
23 unpaid meal period premiums at mediation was \$579,207. ((32,805 unique meal period violations
24 – 1,085 premiums paid) x \$18.26.)

25 35. Class Counsel understand from the mediator and the mediation process that
26 Defendant makes the following defenses in connection with this claim: Defendant, for its part,
27 argues that it had compliant meal period policies and practices. Defendant contends that all
28 records are accurate, and each Class Member was allotted a full, thirty-30-minute meal period

1 despite any walking that had to be done to get to a time clock by any Class Member. Defendant
2 further defends that any instance of a Class Member taking a less than thirty-minute meal period
3 or one after the fifth hour was voluntary and in violation of its meal break policy. Defendant
4 contends that any decision by any Class Member to take less than a thirty-minute period, meal
5 period after the fifth hour, or no meal period at all would be their choice and thus necessitate an
6 individualized inquiry. Defendant further defends that many of the violations counted by
7 Plaintiffs are for shifts between five and six hours in which meal periods could be and, in fact,
8 were waived. Defendant contends that, in light of compliant policies, Class Members not taking
9 compliant meal periods and whether they were waived raises individualized inquiries, making this
10 claim not susceptible to class treatment and makes any trial thereon unmanageable. Finally, it
11 contends that Plaintiffs and all Class Members signed binding and enforceable agreements to
12 arbitrate and that, thus, no class recovery at all is possible. Thus, Defendant contends that *no*
13 monies are owed in connection with this theory.

14 **Recovery of Damages for Non-Compliant Rest Periods**

15 36. Class Counsel theorized that Defendant's rest break practices were not compliant
16 with the Labor Code based on narrative evidence from Plaintiffs that rest breaks were often
17 interrupted, short, and, if provided, Class Members were required to stay on premises for rest
18 periods. Class Counsel believe the data produced by Defendant showed zero rest premiums were
19 paid during the Class Period. Class Counsel understands from the information and documents
20 provided by Defendant, there were approximately 155,669 shifts worked in the Class Period when
21 combining those worked by employees who tracked time manually and those that did so
22 electronically, almost all shifts were above 3.5 hours in length. In light of these numbers, even if
23 only on half of shifts a rest period was not provided, it would lend itself to an exposure for failure
24 to authorize or permit compliant rest periods of \$1,421,258 for Defendant. (155,669 shifts x
25 \$18.26/hr x .5.)

26 37. Class Counsel understand from the mediator and the mediation process that
27 Defendant makes the following defenses in connection with this claim: Defendant, for its part,
28 argues that it maintained a compliant rest break policy and practice. Defendant contends that all

1 Class Members were authorized and permitted to take rest periods and did. Defendant further
2 contends that if Class Members did not do so, it was voluntarily and thus the same would raise an
3 individualized inquiry that would neither be suited for certification nor manageable at trial. It
4 contends that all Class Members signed binding and enforceable agreements to arbitrate and that,
5 thus, no class recovery at all is possible. Lastly, Defendant contends that even a 50% violation
6 rate for rest period violations is excessive and unwarranted and that, instead, there are no monies
7 owed for unpaid rest periods.

8 **Penalties for Wage Statement Violations**

9 38. Class Counsel theorizes that Class Members are entitled to recover penalties for
10 Defendant's alleged failure to issue compliant wage statements under Labor Code section 226,
11 subdivision (e) for the derivative impact of the failure to pay all wages owed on providing accurate
12 information on wage statements. Specifically, Class Counsel theorizes that penalties are owed
13 under Labor Code section 226 due to, at minimum, Defendant's: (1) detrimental rounding; (2)
14 failure to pay for all time owed; and (3) failure to pay premium wages.

15 39. Class Counsel understand from the information and documents provided by
16 Defendant there were approximately 8,977 pay periods in the relevant time period through
17 mediation. Thus, one calculation performed by Class Counsel of Defendant's maximum exposure
18 for wage statement violations is \$897,700. (8,977 pay periods x \$100 penalty per pay period.)

19 40. Class Counsel understand from the mediator and the mediation process that
20 Defendant makes the following defenses in connection with this claim: Defendant contends that
21 the wage statements issued to the employees fully complied with Labor Code section 226. I am further
22 informed and believe that it states that because it believes no wages are unpaid that, thus, there can be
23 no derivative penalties. Defendant further defends that even if there were, *arguendo*, derivative
24 penalties, that Plaintiffs suffered no injury, citing *Maldonado v. Epsilon Plastics, Inc.* (2018) 22
25 Cal.App.5th 1308 [*Maldonado*]. Defendant further cites *Naranjo v. Spectrum Security Services, Inc.*
26 (2019) 40 Cal.App.5th 444 [*Naranjo*] for the proposition that no derivative wage statement violation
27 exists for failure to pay for meal and rest period premiums. Defendant points out that Plaintiffs'
28 calculation neither takes into account that the first pay period merits only a \$50 the wage statement

1 statutory period to merit a maximum penalty. And, finally, Defendant contends that Plaintiffs and
2 all Class Members signed binding and enforceable agreements to arbitrate and that, thus, no class
3 recovery at all is possible.

4 41. Class Counsel notes that the ruling in *Naranjo* is pending review by the California
5 Supreme Court. Class Counsel also notes that the Court in *Maldonado* suggests that failure to
6 account for all time worked may, in fact, constitute an injury, and thus does not find the defense
7 meritorious as to Plaintiff's argument. However, Class Counsel acknowledges that the exposure
8 estimate does not take into account that the first pay period merits only a \$50 instead of a \$100
9 violation rate or the \$4,000 maximum penalty per employee. Class Counsel also understand the
10 risks inherent in this claim should the underlying claims not be certified or not succeed on the
11 merits, and the potential that a Court finds no injury occurred.

12 **Waiting Time Penalties**

13 42. Class Counsel theorizes that pursuant to Labor Code sections 201, 202, and 203,
14 each employee in the relevant statutory period (*i.e.*, three years before the filing of the initial
15 Complaint) is entitled to 30 days' worth of wages as a waiting time penalty for not being paid all
16 wages upon the separation of employment.

17 43. Class Counsel theorizes that the full 30-day penalty is owed under Labor Code
18 section 203 due to Defendant's failure to pay wages for all hours worked, detrimental rounding
19 and failure to pay premium wages. According to data produced by Defendant, there were 75
20 separated employees during the covered period who have still not been paid for their unpaid
21 wages. Thus, one calculation Class Counsel performed of Defendant's exposure for waiting time
22 penalties was as high as \$328,680. (75 separated Class Members x \$18.26/hr x 8 hours per day x
23 30 days.)

24 44. On the other hand, Class Counsel understand from the mediator and the mediation
25 process that Defendant makes the following defenses in connection with this claim: Defendant
26 contends that, in fact, final paychecks were all timely provided in compliance with the Labor
27 Code. It further contends that no unpaid wages are owed as Defendant did not fail to pay for all
28 hours worked and that, thus, no derivative penalty is proper. Defendant further defends that no

1 unpaid wages are owed for unpaid premium pay per *Naranjo*. Defendant further defends that its
2 actions were not willful as required for penalties to issue. Finally, it contends that Plaintiffs and
3 all Class Members signed binding and enforceable agreements to arbitrate and that, thus, no class
4 recovery is possible. Thus, it defends that no waiting time penalties are owed.

5 **Failure to Comply with the WARN ACT**

6 45. Class Counsel theorized that Defendant failed to provide any written notice for a
7 mass furlough Defendant undertook in March of 2020 in violation of the WARN Act. However,
8 Class Counsel did not assess any significant damages to this theory at mediation due to relaxation
9 of the requirements of the WARN Act and state equivalents that came out of the Covid-19
10 pandemic.

11 **PAGA Penalties**

12 46. Class Counsel gleans from the time and payroll data provided that there were
13 approximately 8,977 pay periods in the PAGA Period through mediation.

14 47. I am informed and believe that per PAGA, for the first pay period, the PAGA
15 penalty is \$100 and for each subsequent pay period, the PAGA penalty is \$200 per pay period.
16 Moreover, I am informed and believe that several courts have held that violations could be stacked.
17 Class Counsel theorized that potential penalties may be awarded for the following theories: (1)
18 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal
19 periods or provide premium pay therefor; (4) failure to permit or authorize rest periods or provide
20 premium pay therefor; (5) wage statement violations; and (6) waiting time penalties. Thus, Class
21 Counsel believes that it is not inconceivable to measure Defendant's maximum exposure to be as
22 high as \$10,772,400 for PAGA penalties. (8,977 pay periods x \$200/violation x 6 violations.)

23 48. Class Counsel understand from the mediator and the mediation process that
24 Defendant makes the following defenses in connection with this claim: Defendant, for its part,
25 believes that no PAGA penalties are likely to be awarded and, even if they were, the maximum
26 exposure calculated by Plaintiffs is vastly overstated.

27 49. First, Defendant point outs that Plaintiffs' calculation fails to account for initial pay
28 period violations.

1 50. Second, Defendant contends that Labor Code section 558, which carries penalties
2 of \$50 for the initial violation and \$100 each pay period thereafter is the more apt penalty
3 provision for most of Plaintiff's requests for penalties.

4 51. Third, Defendant defends that PAGA penalties cannot and should not be stacked and
5 that, even if they could, very few Courts have ever exercised discretion to stack them.

6 52. Fourth, Defendant contends that only a \$100 per pay period penalty amount is
7 appropriate. Specifically, it contends that until "notified that it is violating a Labor Code provision
8 ... the employer cannot be presumed to be aware that its continuing underpayment of employees
9 is a "violation" subject to penalties." (*Amaral v. Cintas Corp. No. 2 [Amaral]* (2008) 163 Cal.
10 App. 4th 1157, 1209.) Thus, it contends that subsequent violations in the PAGA context means
11 not just later in time but following notice to the employer that it is in violation of the Labor Code.

12 53. Fifth, Defendant contends that even if stacking were permitted, the purported
13 violation of Labor Code section 203 can only carry penalties for one violation per employee as
14 opposed to one per pay period, thus vastly reducing any potential exposure.

15 54. Sixth, Defendant asserts that individualized issues predominate the PAGA claims,
16 making the claims unmanageable for trial.

17 55. Seventh, Defendant denies that a violation for each pay period can be established.
18 Defendant argues that because the PAGA Action relies on the same allegations made in the Class
19 Action, they are subject to the same defenses, and, thus, for the same reason Defendant believes
20 there will be no damages collectible in the class action, they believe that no PAGA penalties would
21 be awarded.

22 56. Eighth, Defendant contends that a Court is unlikely to exercise its discretion to
23 award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiffs that
24 would show any Labor Code violations by Defendant is knowing and intentional that would justify
25 PAGA penalties. Defendant insists that this is especially true in this Action where class action
26 damages are available to Class Members, rendering an award of PAGA penalties *in addition to*
27 class action damages an unjust, arbitrary, oppressive or confiscatory double recovery. Thus,
28

1 Defendant contends that the Court cannot, should not, and will not exercise its discretion to award
2 any penalties under PAGA.

3 **Conclusion**

4 57. In all, Class Counsel obtained a Gross Settlement Amount of \$900,000.00 which I
5 believe is fair, reasonable and adequate for Class Members considering the risks related to
6 certifiability, liability, manageability, and considering the case law regarding fair, reasonable, and
7 adequate settlements.

8 **The Proposed Attorneys' Fees and Costs are Reasonable**

9 58. Class Counsel seeks an attorneys' fees award of one-third of the Gross Settlement
10 Amount, which, unless escalated pursuant to this Agreement, amounts to \$300,000.00 and costs
11 not to exceed \$30,000.00. I believe that the requested fee falls well within the historical range of
12 attorney's fee awards under the common fund theory, which is generally from 25% to 50%.

13 59. I believe that the requested fee is fair compensation for undertaking complex, risky,
14 expensive, and time-consuming litigation on a contingent fee basis.

15 60. Extensive investigation was done by Class Counsel before and after litigation
16 began with the help of Plaintiffs and consultants that included detailed review of time and payroll
17 records; months of negotiations between opposing counsel, as well as discussion of diametrically
18 opposed viewpoints regarding the arbitrability of Plaintiffs' claims, certifiability of Plaintiffs'
19 claims, the merits of Plaintiffs' claims, the manageability of those claims at a class action or
20 representative action trial, including what settlement terms would be just and proper. Moreover,
21 significant expense was expended, including filing fees, the utilization of forensic consultants to
22 help analyze time and payroll records, time spent with Plaintiffs by telephone, as well as attending
23 a full-day mediation to try to resolve the Litigation, among other things.

24 61. Class Counsel have borne, and continue to bear, the entire risk and cost of litigation
25 associated with this class action and representative action on a purely contingency basis.

26 62. I believe it is fair to characterize the factual and legal issues posed in this case were
27 evolving and difficult. Indeed, Class Counsel has easily already expended hundreds of hours on this
28 matter, including:

- The investigation of the matter, including meeting with Plaintiffs, reviewing policies, Plaintiffs' time and pay records, Plaintiffs' personnel files, and exploring Defendant's corporate structure;
- Filing and serving pleadings in the Litigation;
- Compliance with prerequisites in connection with PAGA;
- Preparing notices, meeting and conferring with counsel for Defendant to prepare joint reports, and discussing the matter in big picture early on in the Litigation;
- Meeting and conferring with co-counsel;
- Meeting and conferring with opposing counsel regarding the enforceability of various purported agreements to arbitrate;
- The performance of formal and informal discovery pertaining to the purported agreements to arbitrate and other documents and information that bear on whether there are any enforceable agreements to arbitrate between Plaintiffs, on the one hand, and Defendant and/or the Staffing Agencies, on the other hand;
- Drafting and providing Defendant with an informal wish list;
- Discussing the potential merits of mediation, as well as negotiating the parameters thereof and the informal discovery to be exchanged beforehand, as well as the identity of a mediator, which involved various iterations of written correspondence back and forth and several telephone discussions between counsel regarding the potential scope of discovery;
- Obtaining preliminary data points, creating a damages model, walking through the damages model with Defendant' counsel, and discussing the same various times thereafter to determine if mediation was possible or likely in light thereof;
- Selecting a mediator and mediation date;
- Obtaining and reviewing informal discovery;
- Working with opposing counsel and consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs to

1 perform analyses of liability and exposure prior to attendance of the mediations in
2 this matter;

- 3 • Preparing for and attending mediation;
- 4 • Negotiating and fully executing a Memorandum of Understanding;
- 5 • Negotiating, finalizing, and fully executing the Settlement Agreement, including the
6 draft Class Notice;
- 7 • Communicating with Plaintiffs who requested updates or other information regarding
8 this matter;
- 9 • Attending routine hearings and preparing routine filings in connection with the
10 matter;
- 11 • Stipulating to the filing of an amended pleading and dismissal of the Staffing
12 Agencies without prejudice;
- 13 • Filing amended pleadings and seeking dismissal of the other pending actions;
- 14 • Preparing the motion for preliminary approval; and
- 15 • Preparing the supplemental brief in support of the motion for preliminary approval
16 and the documents in connection therewith.

17 63. Based on my past experience in wage and hour class action litigation, I believe that
18 my office is very likely to be called upon, after the Class Notice has been sent, to expend
19 substantial amounts of additional time to help Class Members understand the terms of the
20 proposed settlement, and to assist Class Members in the preparation and documentation of their
21 claims.

22 64. I believe it is also likely that, even after final approval of the settlement has been
23 granted, my office will be called upon to expend additional amounts of time in the presentation
24 and resolution of contests and disputes relating to Class Members' claims under the terms of the
25 proposed settlement, as to the amounts of individual claims and perhaps other individual issues.

26 65. Finally, if the Settlement is approved, Class Counsel will have to work with the
27 Settlement Administrator to submit a report to this Court regarding the distribution plan pursuant
28

1 to Code of Civil Procedure section 384 along with a proposed judgment, which will require further
2 time and cost to be expended.

3 66. I believe the fees and costs requested are justified by the results achieved, the
4 complexity of the issues, the difficulty of the case, and the great risk undertaken by Class Counsel.

5 67. I am informed and believe the requested attorneys' fees and costs will not be
6 opposed by Defendant.

7 **The Proposed Enhancement Award to Plaintiff as Class Representative is**

8 **Reasonable**

9 68. I believe Plaintiffs should be awarded enhanced award for their service as class
10 representatives, for answering extensive questions by Class Counsel, for being available and
11 answering questions during mediation, for the risk in being the named plaintiffs, and for providing
12 Defendant with a more expansive release of claims, including a waiver based upon California
13 Civil Code section 1542, in exchange for the enhancement award.

14 69. Defendant has not opposed the requested enhancement to Plaintiffs.

15 70. Class Counsel can attest that Plaintiffs devoted time assisting Class Counsel in this
16 case, communicated with counsel very frequently, and were a very valuable participant in the
17 strategy for and success of the mediation. Plaintiffs risked intrusive discovery and the payment
18 of employer costs.

19 71. In the experience of Class Counsel, the typical enhancement award in wage and
20 hour class actions ranges from approximately \$10,000.00 to \$25,000.00, although some awards
21 are higher. In contrast, Class Counsel seeks an extremely limited enhancement of \$5,000.00 to
22 each Plaintiff (totaling \$20,000) for their service, which is commensurate to the time and effort
23 they have put forth in the prosecution of this matter.

24 **Conditional Certification for Settlement Purposes**

25 **Numerosity**

26 72. Defendant identified over one hundred (100) Class Members through mediation.

27 ///

28 ///

1 **Commonality**

2 73. Class Counsel theorizes that common issues in this litigation, without limitation,
3 include, whether Defendant violated applicable wage and hour laws, *i.e.*, failed pay for all hours
4 worked; detrimentally rounded time; failed to provide meal or rest breaks or compensation in lieu
5 thereof; and whether the Class Members are entitled to derivative penalties, etc. I believe that
6 because there are common issues, this requirement is satisfied for purposes of settlement.

7 **Typicality**

8 74. I believe that Plaintiffs' claims are precisely the same as those of the Class
9 Members she seeks to represent, as, like other members of the Settlement Class, they were
10 employed by Defendant during the relevant time period as a non-exempt employee, and they
11 contend that Defendant's wage practices were uniformly applied to its non-exempt employees.

12 **Adequacy of Plaintiffs**

13 75. I am not aware of any conflicts, disabling or otherwise, existing between Plaintiffs
14 and Class Members because Plaintiffs have allegedly been damaged by the same alleged conduct
15 (*i.e.*, they were classified as a non-exempt employee, not paid premium pay, etc.) and thus have
16 the incentive to fairly represent all Class Members' claims to achieve the maximum possible
17 recovery.

18 **Adequacy of Class Counsel**

19 76. Class Counsel are experienced class action attorneys, have been appointed as class
20 counsel in other class actions, and have a successful track record in litigating class actions.

21 77. I graduated with a Bachelor of Arts degree from the University of California, Los
22 Angeles in 2009.

23 78. I received my Juris Doctorate from The University of Chicago Law School in 2012.

24 79. After practicing for several years as a member of Cohen & Lord, P.C. practicing in
25 an amorphous range of civil litigation on behalf of both plaintiffs and defendants, I opened up a
26 law firm in 2014 with a concentration in representation of employees against employers to recover
27 unpaid wages and vindicate harassment, discrimination and retaliation in various
28 contexts.

1 80. I am an active member of the California Employment Lawyers' Association
2 ("CELA") and have attended various Continuing Legal Education courses pertaining to advocacy
3 on behalf of employees.

4 81. My firm has the experience, resources, and means necessary to allow us to provide
5 adequate representation as Class Counsel to all class members in this litigation.

6 82. I have been appointed Class Counsel by the Superior Court of California in the past
7 for purposes of certifying a class. Some examples of Actions in which I was appointed Class
8 Counsel include:

9 • *Santoyo v. Consolidated Foundries, Inc.*, Case No. BC612298, California Superior
10 Court, County of Los Angeles, Honorable Judge Ann I. Jones, presiding;

11 • *Arensdorff v. Stanley Steamer International, Inc.*, Case No. BC681368, California
12 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos, presiding;

13 • *Barreto v. Don Roberto Jewelers, Inc.*, Case No. BC495451, California Superior Court,
14 County of Los Angeles, Honorable Ann I. Jones, presiding;

15 • *Junior Amilcar Laguna Gonzalez v. Takaaki Koyama*, Case No. BC641998, Los Angeles
16 Superior Court, Honorable Elihu M. Berle, presiding;

17 • *Rios v. Nongshim America, Inc.*, Case No. CIVDS1807390, California Superior Court,
18 County of San Bernardino, Honorable David S. Cohn, presiding;

19 • *Stoddard v. Molded Fiber Glass – West*, Case No. 1517758, California Superior Court,
20 County of San Bernardino, Honorable David S. Cohn, presiding;

21 • *Mata v. Sahara Scaffold, Inc.*, Case No. CIVDS1810785, California Superior Court,
22 County of San Bernardino, Honorable David S. Cohn, presiding;

23 • *Carrasco v. Pure Dental Solutions*, Case No. BC645995, Los Angeles Superior Court,
24 Honorable Kenneth R. Freeman, presiding;

25 • *Gonzalez v. Gochez, et al.*, Case No. BC648729, Los Angeles Superior Court, Honorable
26 Maren Nelson, presiding;

27 • *Montoya v. Superior Paving Co.*, Case No. CIVDS1833422, County of San Bernardino,
28 Honorable David S. Cohn, presiding;

1 • *Lopez v. Norred & Associates, Inc.*, Case No. CIVDS1824109, California Superior
2 Court, County of San Bernardino, David S. Cohn, presiding;
3 • *Noyola v. Lacren, LLC*, Case No. BC717024, California Superior Court, County of Los
4 Angeles, Hon. Anthony Mohr, presiding;
5 • *Luciano, et al. v. O'Tasty Foods, Inc., et al.*, Case No. BC711988, California Superior
6 Court, County of Los Angeles, Honorable Maren Nelson, presiding;
7 • *Gordon v. Hospice Source, LLC*, Case No. 34-2018-00250022-CU-OE-GDS, California
8 Superior Court, County of Sacramento, Honorable Christopher E. Krueger, presiding;
9 • *Barragan v. Refrigeration Supplies Distributor*, Case No. 19STCV09312, California
10 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
11 • *Ramirez v. Acre Gourmet, Inc.*, Case No. CGC-19-575117, California Superior Court,
12 County of San Francisco, Honorable Andrew Y.S. Cheng, presiding;
13 • *Villafuerte v. Bay Alarm Company*, Case No. BC689110, California Superior Court,
14 County of Los Angeles, Honorable Amy D. Hogue, presiding;
15 • *Cazares v. Areas USA LAX, LLC*, Case No. 19STCV08209, California Superior Court,
16 County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
17 • *Magana v. Castlerock Environmental, Inc., et al.*, Case No. 19STCV38353, California
18 Superior Court, County of Los Angeles, Honorable Ann I. Jones, presiding;
19 • *Chilel v. Sushi California, Inc.*, Case No. 19STCV08209, California Superior Court,
20 County of Los Angeles, Honorable Ann I. Jones, presiding;
21 • *Malone v. Orange Courier, Inc., et al.*, Case No. 30-2016-00763474, California Superior
22 Court, County of Orange, Honorable Glenda Sanders, presiding;
23 • *Rivera v. Talamo Food Services, Inc.*, Case No. 19CV355856, California Superior Court,
24 County of Santa Clara, Honorable Patricia M. Lucas, presiding;
25 • *Olguin v. Cal Central Harvesting, Inc.*, Case No. 18CV03860, California Superior Court,
26 County of Santa Barbara, Honorable James F. Rigali, presiding;
27 • *Pence v. Sober Living by the Sea, Inc.*, Case No. 2018-00988742, California Superior
28 Court, County of Orange, Honorable Randall J. Sherman, presiding;

1 • *Franco v. Vincent Rags, Inc.*, Case No. 20STCV07768, California Superior Court,
2 County of Los Angeles, Honorable Ann I. Jones, presiding;
3 • *Cabral v. Miller Castings, Inc.*, Case No. 19STCV39556, California Superior Court,
4 County of Los Angeles, Honorable Carolyn B. Kuhl, presiding.
5 • *Bolanos v. Texas Roadhouse, Inc.*, Case No. 19STCV39556, California Superior Court,
6 County of Los Angeles, Honorable Sunshine Sykes, presiding;
7 • *Rodriguez v. Scott A. Humphreys, Inc.*, Case No. 30-2021-01184556-CU-OE-CXC,
8 California Superior Court, County of Ventura, Honorable Matthew P. Guasco, presiding; and
9 • *Torres v. Primal Pet Foods, Inc.* Case No. FCS054783, California Superior Court,
10 County of Solano, Honorable Wendy G. Getty, presiding.
11 • *Hanson v. Zapata Nuccio, Inc.*, Case No. 20STCV28951, California Superior Court,
12 County of Los Angeles, Honorable Elihu M. Berle, presiding;
13 • *Molina v. Avibank Mfg, Inc.*, Case No. 20STCV03910, California Superior Court,
14 County of Los Angeles, Honorable John P. Doyle, presiding;
15 • *Cetina v. Lawry's Restaurants, Inc.*, Case No. 19STCV05201, California Superior
16 Court, County of Los Angeles, Honorable Amy D. Hogue, presiding; and
17 • *Luna v. Pronto California General Agency, LLC*, Case No. 19STCV39951, California
18 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding.
19 83. I have also settled matters on a "PAGA Only" basis for aggrieved employees in the
20 past, including in:
21 • *Flores v. Delta Apparel, Inc.*, Case No. BC641499, California Superior Court, County
22 of Los Angeles, Honorable Daniel J. Buckley, presiding;
23 • *Segura v. CJ Foods Service Holdings USA, LLC*, Case No. 19STCV24918, California
24 Superior Court, County of Los Angeles, Honorable Maureen Duffy-Lewis, presiding;
25 • *Sierra v. Nexem-Allied, LLC*, Case No. 20STCV11281, California Superior Court,
26 County of Los Angeles, Honorable Randolph M. Hammock, presiding; and
27 • *Nodal v. Sodexo, Inc.*, Case No. 20STCV40601, California Superior Court, County of
28 Los Angeles, Honorable Lawrence Riff, presiding.

84. Currently, my firm is acting as counsel in tens of wage and hour class actions and representative PAGA actions.

85. After a thorough investigation and settlement discussions, the Parties arrived at terms that they viewed was in the best interest of both the Class Members and the Parties.

86. I believe that Plaintiffs' goals have been realized via redress for the employees whose wage and hour rights were violated.

87. While Defendant denies liability, it has nonetheless agreed to settle the matter to avoid any potential expense.

88. Should the Court refuse to grant preliminary approval of this Settlement, Class Members may be denied any recourse for Defendant's alleged violations.

Superiority of Class Action

89. I believe that this this wage and hour class action meets all the criteria to deem it a superior vehicle for resolution of the issues it seeks to resolve. First, it pertains to Plaintiffs' contention that Defendant has uniform practice of: failing to pay wages for all time worked; detrimentally rounding time; and adopting non-compliant meal and rest period policies and practices resulting in the failure to provide compliant meal and rest breaks to Class Members. This allows claims of many individuals to be resolved at the same time, eliminates the possibility of repetitious litigation and affords small claimants with a method of obtaining redress for claims which otherwise would be too insufficient to warrant individual litigation. It is also brought by former employees is not at the greater risk of retaliation than current employees who are less likely to seek such redress for themselves.

90. In addition, Plaintiffs' Counsel is not aware of any other action against Defendant brought on an individual basis, which believes signals that Class Members have little interest in personally controlling their claims.

91. I believe that a class action would eradicate the concern of inconsistent rulings regarding the wage and hour issues brought as part of this class action.

92. I believe that because the class action meets all criteria for certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement purposes.

Plaintiffs' Supplemental Brief

Records Reviewed

93. The Court has asked: (1) what specific records were reviewed prior to mediation; (2) were the records of all potential class members in all three actions provided; (3) whether a sample was used; and (4) if a sample was used, whether it was statistically significant; and (5) if a sample was used, whether expert analysis supported the conclusion that the sampling was sufficient to provide useful data.

94. Class Counsel understand from the information and documents provided by Defendant that there were 172 non-exempt, hourly-paid employees working for Remo, Inc. from September 11, 2016 through mediation (i.e., Class Members), with 137 of them working from July 27, 2019 through mediation (i.e., Aggrieved Employees). Hire dates, termination dates and rates of pay were provided for all 172 Class Members. Time and pay records were provided for 132 of the 172 Class Members. The expert consultants retained by Class Counsel to help perform an analysis of those time and pay records concluded that the sampling was sufficient to provide useful data and statistically significant.

Declaration of David D. Bibiyan

95. After guidance by the Court at the last hearing in this matter, I have revised my Declaration and submit this Declaration that supports the evidence set forth in the brief and in the original Motion in a manner that I am hopeful will resolve the Court's concerns.

Alemzadeh and Mahoney Declarations

96. The Court found that the Declarations of Kevin Mahoney and Berkeh Alemzadeh did not support a finding that the settlement is fair. I understand from my fellow Class Counsel and my staff that revised Declarations from Mr. Mahoney and Ms. Alemzadeh further setting forth foundation for that belief are provided in support of Plaintiffs' Supplemental Brief in Support of Plaintiffs' Motion for Preliminary Approval ("Supplemental Brief")

Adequacy

97. The court has raised a concern regarding the evidence on the records that Plaintiffs are adequate class representatives. Filed concurrently with Plaintiffs' Supplemental Brief are

1 Declarations of all four Plaintiffs setting forth that each: (1) understands the obligations of being
2 an adequate class representative; (2) the details of what he or she has done or will do to
3 demonstrate the adequacy of his or her representation; and (3) the substantial burden he or she
4 will undertake or has undertaken in order to represent the putative class in this Action.

5 **Class Claims**

6 98. The Court has counseled that the release of class claims should specify that it is
7 limited to claims based on facts alleged in the operative First Amended Complaint only and that
8 the references to "Actions" in the Released Claims language be modified accordingly. I have
9 revised the Settlement Agreement by creating a defined term called Operative Complaint which
10 refers to the First Amended Complaint in the Action (which was also added as an alternate term
11 to refer to the Montoya Class Action). Therein, the "Released Claims" portion of the Settlement
12 Agreement was revised to ensure that the only claims being released appear in the Operative
13 Complaint in the Action. A redlined and fully executed version of the revised Settlement
14 Agreement are attached to this Declaration as Exhibits 1 and 2 hereto, respectively.

15 **PAGA Cause of Action**

16 99. The Court has counseled that the release of the PAGA Cause of Action should be
17 limited to claims for penalties that were brought or could have been brought based on the facts
18 alleged in Plaintiff's LWDA letter. I have amended the release accordingly and, at the Court's
19 request, attach the notices filed with the LWDA to the Declaration of David D. Bibiyan as Exhibit
20 3 hereto.

21 **Aggrieved Employees**

22 100. I understand from the information and documents provided by Defendant, there
23 were 137 non-exempt, hourly-paid employees working for Remo, Inc. from July 27, 2019 through
24 mediation (i.e., Aggrieved Employees).

25 **Notice and Notice Administration**

26 101. The Class Notice has been amended to state that settlement checks received for
27 release of class or PAGA claims will remain valid for 180 days and, thereafter, be paid to the cy
28

1 *pres* recipient. A redlined copy of the Class Notice, as well as a clean version, are attached to this
2 Declaration as Exhibits 4 and 5, respectively.

3 102. The Class Notice has been amended to reflect that putative class members may
4 appear remotely at the Final Approval Hearing, and includes a link for them to find more
5 information about remote appearances online.

6 103. Filed concurrently with the Supplemental Brief are declarations from all parties
7 and their Counsel attesting to the fact that they have no interest or involvement in the governance
8 or work of Legal Aid at Work, the *cy pres* recipient chosen by the Parties. As part of that, I attest
9 that neither I nor my firm have any active involvement or conflict of interest in the governance or
10 work of Legal Aid at Work.

11 104. Filed concurrently with Supplemental Brief is a declaration from Jodey Lawrence
12 of the settlement administrator – Phoenix Settlement Administrators – which I believe provides
13 the qualifications and experience of the administrator, affirms that the administrator has sufficient
14 safeguards in place to protect the data and funds entrusted to it, and has no relationship to any
15 counsel.

16 **Fee Sharing**

17 105. All Plaintiffs previously acknowledged and agreed to the fee-split between Bibiyan
18 Law Group, P.C., on the one hand; and Mahoney Law Group, APC and Work Lawyers PC, on the
19 other hand. Through their declarations filed concurrently herewith, they confirm acknowledgment
20 and agreement between Plaintiffs and their counsel that Bibiyan Law Group, P.C. is to receive
21 sixty percent (60%) of the attorneys' fees recovered, with Mahoney Law Group, APC and Work
22 Lawyers PC each receiving twenty percent (20%), for a total of forty percent (40%), of the
23 attorneys' fees recovered. As to costs, Plaintiffs and their counsel have agreed that reimbursement
24 will be according to proof based on costs actually incurred in litigating the Actions, as the same
25 may be approved by the Court.

26 **Service of Additional Materials**

27 All additional materials provided herein (*i.e.*, the Supplemental Brief and all documents
28 in support thereof) are being served on the LWDA and on all Parties. A true and correct copy of

1 the confirmation of the additional submission to the LWDA is attached hereto as Exhibit "6".
2 The Declaration served on the LWDA excludes the exhibit as it was obtained after service on
3 the LWDA but before the filing of this Supplemental Brief.
4

5 I declare under penalty of perjury under the laws of the state of California that the
6 foregoing is true and correct this 1st day of March 2022, at Beverly Hills, California.
7

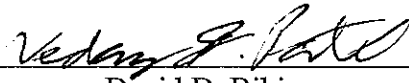
8 
9 _____
10 David D. Bibiyan
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

1 David D. Bibiyan (Cal. Bar No. 287811)

2 david@tomorrowlaw.com

3 Jeffrey D. Klein (Cal. Bar No. 297296)

4 jeff@tomorrowlaw.com

5 **BIBIYAN LAW GROUP, P.C.**

6 8484 Wilshire Blvd. Suite 500

7 Beverley Hills, CA 90211

8 Telephone: (310) 438-5555

9 Facsimile: (310) 300-1705

10 Attorneys for Plaintiffs RENEE J. MONTOYA; CINDY L. BRAKEBILL; JACOB R.
11 MONTOYA, as individuals and on behalf of all employees similarly situated,

12 **ADDITIONAL ATTORNEY INFORMATION ON THE FOLLOWING PAGE:**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

15 **SPRING STREET COURTHOUSE**

16 RENEE J. MONTOYA, CINDY L.
17 BRAKEBILL and JACOB R. MONTOYA,
18 as individuals and on behalf of all others
19 similarly situated,

20 Plaintiff,

21 v.

22 REMO, INC., a California Corporation;
23 EMPLOYBRIDGE, LLC, a California
24 limited liability company; REAL TIME
25 STAFFING SERVICES, LLC, a California
26 limited liability company; and DOES 1
27 through 100, inclusive,

28 Defendants.

Case No. 20STCV34614

Related to Case No. 20STCV37581

CLASS ACTION

**FIRST AMENDED STIPULATION OF
CLASS AND REPRESENTATIVE
SETTLEMENT**

[Assigned for all purposes to:
Hon. Maren E. Nelson, Dept. 017]

Complaint Filed: September 11, 2020
Trial Date: Not Set

1 Kevin Mahoney (SBN: 235367)
2 kmahoney@mahoney-law.net
3 **MAHONEY LAW GROUP, APC**
4 249 East Ocean Boulevard, Suite 814
5 Long Beach, CA 90802
6 Telephone: (562) 590-5550
7 Facsimile: (562) 590-8400

8 Justin Lo, Esq. (SBN: 280102)
9 Justin@WorkLawyers.com
10 Berkeh Alemzadeh (SBN: 324834)
11 beyonca@caworklawyer.com
12 **Work Lawyers PC**
13 22939 Hawthorne Blvd, Suite 202
14 Torrance, CA 90505
15 Telephone No.: (424) 355-8335
16 Facsimile No.: (424) 248-2944

17 Attorneys for Plaintiff SOLEDAD MARRON, as an individual and on behalf of all employees
18 similarly situated, in Related Case No. 20STCV37581

19 John L. Viola, Esq.
20 jviola@thompsoncoburn.com
21 Keith J. Rasher, Esq.
22 krasher@thompsoncoburn.com
23 **THOMPSON COBURN LLP**
24 10100 Santa Monica Boulevard
25 Suite 500
26 Los Angeles, CA 90067
27 Telephone: (818) 388-0802
28 Facsimile: (310) 282-2501

Attorneys for Defendants REMO INC.; and REMO INTERNATIONAL INC.

1 **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 IT IS HEREBY STIPULATED, by and between Plaintiffs, Renee Montoya, Jacob
3 Montoya, Cindy Brakebill, and Soledad Marron, on behalf of themselves and the Settlement Class
4 Members on the one hand, and Defendants Remo Inc., and Remo International Inc., on the other
5 hand; and subject to the approval of the Court, that the above-captioned action, and Related Case
6 No. 20STCV37581 are hereby being compromised and settled pursuant to the terms and
7 conditions set forth in this Joint Stipulation of Class and Representative Action Settlement (the
8 "Settlement").

9 **1. DEFINITIONS**

10 Capitalized terms used in this Settlement shall have the meanings set forth below:

11 1.1. "Actions" shall mean the lawsuits pending in the Superior Court of the State of
12 California, County of Los Angeles, entitled *Renee J. Montoya, et al. v. Remo, Inc., et al.*, Case
13 No. 20STCV34614 ("Montoya Class Action" or "Action"), *Renee Montoya, et al. v. Remo, Inc.*,
14 et al., Case No. 20STCV41176 ("Montoya PAGA Action"), and *Soledad Marron v. Remo Inc. et*
15 *al.*, Case No. 20STCV37581 ("Soledad Action").

16 1.2. "Settlement Administrator" means Phoenix Settlement Administrators.

17 1.3. "Settlement Administration Costs" means the amount to be paid to the third-party
18 Settlement Administrator to administer the Settlement, not to exceed Twenty Thousand Dollars
19 (\$20,000.00).

20 1.4. "Class Counsel" means David D. Bibiyan and Jeffrey Klein of Bibiyan Law
21 Group; Kevin Mahoney of Mahoney Law Group, APC; and Justin Lo and Berkeh Alemzadeh of
22 Work Lawyers PC.

23 1.5. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
24 litigation and resolution of this Action in a Gross Settlement Amount of one-third of the
25 Settlement which, unless escalated as set forth in this Agreement, shall be Three Hundred
26 Thousand Dollars and Zero Cents (\$300,000.00). The Court shall determine the amount of the
27 Class Counsel Award, and it shall be paid from the Gross Settlement Amount.

28 ///

1 1.6. "Class Counsel Costs" means expenses incurred by Class Counsel for Class
2 Counsel's litigation and resolution of this Action, not to exceed Thirty Thousand Dollars and Zero
3 Cents (\$30,000.00). The Court shall determine the amount of the Class Counsel Costs, and it
4 shall be paid from the Gross Settlement Amount.

5 1.7. "Class Information" means information regarding Settlement Class Members that
6 Defendants REMO INC., and REMO INTERNATIONAL INC. will in good faith compile from
7 their records and provide to the Settlement Administrator. Class Information shall be provided
8 as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name;
9 last known address; last four (4) digits of social security number; employee identification number;
10 and the total number of workweeks each Settlement Class Member worked for Defendants during
11 the Class Period.

12 1.8. "Class Period" means the period from September 11, 2016, through and including
13 the date the Court grants Preliminary Approval of the Settlement.

14 1.9. "Class Representative Enhancement Award" means the amount that the Court
15 authorizes to be paid to the Class Representatives, Renee Montoya, Jacob Montoya, Cindy
16 Brakebill, and Soledad Marron, not to exceed Five Thousand Dollars (\$5,000.00), each, in
17 addition to their Individual Settlement Payments and Individual PAGA Payments (as applicable),
18 for their service in connection with being the Class Representatives. The Class Representative
19 Enhancement Awards shall be paid from the Gross Settlement Amount. Any portion of the
20 requested Class Representative Enhancement Awards that are not awarded to Plaintiffs shall be
21 part of the Net Settlement Amount.

22 1.10. "Court" means the Superior Court of the State of California for the County of Los
23 Angeles.

24 1.11. "Defendants" means REMO INC. and REMO INTERNATIONAL INC., and all
25 of their current and former parents, owners, subsidiaries, predecessors and successors, and each
26 of their respective officers, directors, partners, shareholders and agents, and any other successors,
27 assigns.

28 ///

1 1.12. "Defendant's Counsel" means John L. Viola, and Keith Rasher of Thompson
2 Coburn LLP.

3 1.13. "Effective Date" means the date on which all of the following have occurred: the
4 Court has entered an order granting final approval of the settlement, the Judgment and order
5 granting final approval have become Final, and Defendants pay the full Gross Settlement
6 Amount and Employer's Taxes to the Settlement Administrator as agreed upon herein. For
7 purposes of this provision, "Final" means: if no objections to the settlement are filed and/or are
8 filed and withdrawn, the date the Court enters its order granting final approval of the settlement
9 and Judgment in the Action; if any objections to the settlement are filed and not withdrawn, and
10 if no appeal, review or writ is sought from the Judgment, the sixty-fifth (65th) day after entry of
11 Judgment; or if rehearing, reconsideration and/or appellate review of the Judgment is sought, the
12 day after any and all avenues of rehearing, reconsideration and appellate review have been
13 exhausted and no further rehearing, reconsideration or appellate review is permitted, and the time
14 for seeking such review has expired, and the Judgment has not been modified, amended or
15 reversed in any way

16 1.14. "Plaintiffs" or "Class Representatives" means Plaintiffs Renee Montoya, Jacob
17 Montoya, Cindy Brakebill and Soledad Marron.

18 1.15. "Employers" means Defendants Remo Inc. and Remo International Inc., and all of
19 their current and former parents, owners, subsidiaries, predecessors and successors, and each of
20 their respective officers, directors, joint venturers, partners, employees, shareholders and agents,
21 and any other successors, assigns, or legal representatives.

22 1.16. "Employee Taxes" means the employee's share of any and all applicable federal,
23 state, and local payroll taxes on the portion of Participating Class Members' Individual
24 Settlement Payment that constitutes wages. The Employee Taxes will be paid out of the Net
25 Settlement Amount.

26 1.17. "Employer Taxes" means the employer's share of any and all applicable federal,
27 state, and local payroll taxes on the portion of Participating Class Members' Individual
28 Settlement Payment that constitutes wages. The Employer Taxes will be paid separately by the

1 Employer and shall not be paid out of the Gross Settlement Amount.

2 1.18. "Final Approval Hearing" means the hearing held by the Court, pursuant to class
3 action procedures and requirements, on the motion for final approval of the Settlement.

4 1.19. "Final Approval Date" means the date on which the Court grants final approval of
5 the Settlement.

6 1.20. "Final Judgment" means the Court's entry of an order of judgment in this Action
7 following the Court's final approval of the Settlement.

8 1.21. "Gross Settlement Amount" means the total amount Defendants shall have to pay
9 in connection with this Settlement, by way of a common fund, which shall be inclusive of all
10 Individual Settlement Amounts to Participating Class Members, Individual PAGA Payments to
11 Aggrieved Employees (as defined herein), Class Counsel Award, Class Counsel Costs,
12 Settlement Administrator Costs, Class Representative Enhancement Awards, Employee Taxes,
13 and the LWDA Payment (defined herein). Subject to Court approval and the terms of this
14 Settlement, the Gross Settlement Amount Defendants shall be required to pay is Nine Hundred
15 Thousand Dollars (\$900,000.00), unless the same is escalated pursuant to this Agreement. No
16 portion of the Gross Settlement Amount will revert to Defendants, and the Settlement does not
17 require Participating Class Members to submit claims as a prerequisite to receiving their
18 Individual Settlement Payment. This settlement sum is based on Defendants' representation that
19 the class size is approximately one hundred seventy-three (173) individuals. Defendant shall not
20 be required to pay more than the Gross Settlement Amount, subject to the escalation clause listed
21 below in Section 3.35. Under no other circumstances shall Defendant be required to pay more
22 than the Gross Settlement Amount except as provided for in this Settlement.

23 1.22. "Individual Settlement Payment" means the amount payable to each Participating
24 Class Member, as calculated pursuant to Paragraph 3.23 of the Settlement, from the Net
25 Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that
26 they are void if not negotiated within one hundred eight (180) days of their issuance.

27 1.23. "PAGA Allocation" refers to the allocation of the Gross Settlement Amount
28 attributed to PAGA penalties. Of that amount, Fifteen Thousand Dollars and Zero Cents

1 (\$15,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA")
2 representing seventy-five percent (75%) of the PAGA Allocation ("LWDA Payment"), while
3 Five Thousand Dollars and Zero Cents (\$5,000.00), representing twenty-five percent (25%) of
4 the PAGA Allocation, will be paid to Class Members working during the PAGA Period in the
5 prorated amounts stated below in section 3.23, with the time period defined as July 27, 2019
6 through the date of preliminary approval ("Aggrieved Employees").

7 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less (i) the Class
8 Representative Payment approved by the Superior Court (not to exceed \$5,000.00) to each
9 Plaintiff, for a total of Twenty Thousand Dollars (\$20,000.00); (ii) the Class Counsel Fees
10 Payment approved by the Superior Court (not to exceed one-third of the Gross Settlement
11 Amount, which, unless escalated, shall be Thirty Thousand Dollars (\$30,000.00); (iii) the Class
12 Counsel Litigation Expenses Payment approved by the Superior Court (not to exceed Thirty
13 Thousand Dollars (\$30,000.00) (iv) the LWDA Payment; (v) the Settlement Administrator
14 Payment (not to exceed Twenty Thousand Dollars (\$20,000), (vi) any other fees or expenses
15 (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment)
16 incurred by implementing the terms and conditions of this Agreement as approved by the Superior
17 Court.

18 1.25. "Non-Participating Class Member" shall mean a Class Member who submits a
19 complete, valid and timely request to be excluded from the Settlement pursuant to the instructions
20 provided in the Class Notice and/or who has signed a release with Defendant to resolve any claims
21 as alleged in the Action.

22 1.26. "Notice of Objection" means a written statement of objection to the Settlement
23 made and signed by a Settlement Class Member and includes the following: (1) the full name of
24 the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3)
25 the last four (4) digits of the Settlement Class Member's Social Security number and/or the
26 Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class
27 Member intends to appear at the Final Approval Hearing.

28 ///

1 1.27. "Notice of Settlement" means the Notice of Proposed Class Action Settlement
2 (substantially in the form attached hereto as **Exhibit "A"**). This Notice shall be provided in both
3 English and Spanish.

4 ~~1.27-1.28.~~ "Operative Complaint" shall refer to the First Amended Complaint in the
5 Action.

6 ~~1.28-1.29.~~ "Participating Class Members" means all Settlement Class Members who
7 do not submit a valid and timely Request for Exclusion.

8 ~~1.29-1.30.~~ "Parties" means Plaintiffs and Defendants collectively, and "Party" shall
9 mean any Plaintiff or any Defendant, individually.

10 ~~1.30-1.31.~~ "Plaintiffs' General Released Claims" means, in addition to the releases
11 made by Participating Class Members, Plaintiffs, on behalf of themselves, their heirs, successors,
12 assigns, executors, trustees, and estates, in exchange for the terms and conditions of this
13 Agreement, including the Class Representative Enhancement Awards requested or as otherwise
14 authorized by the Court, shall also, as of the Effective Date, fully and forever release the Released
15 Parties, to the full extent permitted by law, of and from any and all claims arising from their
16 employment with Defendants, known and unknown, asserted and unasserted, which Plaintiffs had
17 or may have had against the Released Parties, whether sounding in tort, in contract, in law, in
18 equity or otherwise, and including but not limited to all claims for violation of any local, state, or
19 federal statute, rule, or regulation. Plaintiffs' General Released Claims shall exclude claims of
20 Renee Montoya and Jacob Montoya arising under the Fair Employment and Housing Act, the
21 California Family Rights Act, intentional infliction of emotional distress, and wrongful
22 termination in violation of public policy.

23 ~~1.31-1.32.~~ "Preliminary Approval Date" means the date the Court enters the
24 Preliminary Approval Order for the Settlement.

25 ~~1.32-1.33.~~ "Preliminary Approval Order" means the Proposed Order for preliminary
26 approval of the Settlement.

27 1.34. "Released Claims" means any and all claims against the Released Parties asserted
28 in the ~~Actions~~ the Operative Complaint in the Action, and any and all claims that may be asserted

1 against the Released Parties based on the factual allegations in the the Operative Complaint in
2 the Action~~Actions~~, as follows: For the duration of the Class Period, the release includes: (a) all
3 claims for failure to pay overtime wages and for failure to properly calculate overtime wages;
4 (b) all claims for failure to pay minimum wages, straight time wages, bonus, commissions, or
5 incentive compensation, and for failure to properly calculate minimum wages, straight time
6 wages, bonus, commissions, or incentive compensation; (c) all claims for failure to provide
7 compliant meal and rest periods and associated premium pay, or to properly calculate and/or
8 pay premium pay in lieu of meal and rest periods; (d) all claims for the failure to timely pay
9 wages upon termination; (e) all claims for non-compliant, incomplete, and/or inaccurate wage
10 statements; (f) all claims for failure to reimburse or indemnify for business expenses or losses
11 incurred; (g) all claims for failure to maintain accurate records; (h) all claims asserted through
12 California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations
13 referenced in the Operative Complaint in the Action~~Actions~~; (i) any other claims or penalties
14 under the wage and hour laws pleaded in the Operative Complaint in the Action~~the Actions~~; (j)
15 all damages, penalties, interest and other amounts recoverable under the causes of action alleged
16 in the the Operative Complaint in the Action~~operative-complaint~~ under California law, to the
17 extent possible, including but not limited to the California Labor Code, the Fair Labor Standards
18 Act, 29 USC § 201, *et seq.* ("FLSA")¹, the California Industrial Welfare Commission Wage
19 Orders, as to the facts alleged in the Operative Complaint in the Action~~the operative complaints~~,
20 the applicable wage orders as to the facts alleged in the the Operative Complaint in the
21 Action~~operative-complaints~~, and the California Unfair Competition Law . For Aggrieved
22 Employees, the release includes, for the duration of the PAGA Period, ~~all claims released during~~
23 ~~the Class Period, as well as all claims for civil penalties under PAGA arising out of Labor Code~~
24 Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code
25 sections alleged to have been violated in the notices filed with the LWDA under Labor Code
26 section 2699.3~~the Actions~~, which includes, without limitation, Labor Code sections 200, 201,

27
28 ¹ The release extends to the FLSA only insofar as a Class Member timely cashes his or her Individual Settlement Payment check. Only in such an instance will he or she be deemed to have opted into the action for the purposes of the FLSA and thereby waived and released any claims he or she may have under the FLSA.

202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, and 2810.5.

~~1.33.~~ ~~///~~

~~1.34-1.35.~~ "Released Parties" means Remo Inc., Remo International Inc., and current and former parents, owners, subsidiaries, predecessors and successors, and each of their respective officers, directors, partners, shareholders and agents, joint venturers, employees and any other successors, assigns.

~~1.35-1.36.~~ "Request for Exclusion" means a Settlement Class Member's completed Request for Exclusion form to opt out of the Settlement.

~~1.36-1.37.~~ "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Notices of Objection to the Settlement.

~~1.37-1.38.~~ "Settlement" means the terms of this Stipulation of Class and Representative Action Settlement.

~~1.38-1.39.~~ "Settlement Class Member(s)" or "Settlement Class" means all non-exempt, hourly-paid employees, currently and formerly employed by Defendants, in the State of California during the Class Period. Aggrieved Employees are included in this Settlement Class.

RECITALS

2.1. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective, class certification shall immediately be set aside (subject to further proceedings on motion of any party to certify or deny certification thereafter), the Settlement shall be deemed null and void, and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions, and shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in any other lawsuit.

Formatted: Font:

Formatted: Indent: Left: 0.06", No bullets or numbering

Formatted: No underline

Formatted: No bullets or numbering

1 ///

2 ~~2.1~~ ///

3 2.2. Procedural History. On July 27, 2020, Plaintiffs Renee Montoya, Cindy Brakebill
4 and Jacob Montoya filed a notice with the LWDA to seek civil penalties for various Labor Code
5 violations. On September 24, 2020, Plaintiff Soledad Marron filed an LWDA Notice for various
6 violations of the Labor Code, including §201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 1174,
7 1194, 1197, 2802 and Industrial Welfare Commission Order No.1-2001 ("Wage Order 1). On
8 September 11, 2020, Plaintiffs Renee Montoya, Cindy Brakebill and Jacob Montoya filed the
9 Montoya Class Action in Los Angeles Superior Court alleging: failure to pay overtime and
10 minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof;
11 waiting time penalties; wage statement violations; failure to indemnify work expenses; and unfair
12 competition. On October 27, 2020, they filed the Montoya PAGA Action for civil penalties under
13 PAGA. On September 30, 2020, Plaintiff Soledad Marron filed a class action Complaint against
14 Defendants Remo Inc. and Remo International Inc. alleging some of the above-referenced wage
15 and hour violations.

16 2.3. Settlement Negotiations. On April 26, 2021, the Parties participated in a private
17 mediation session with Paul Grossman, Esq., an experienced mediator in the field of wage and
18 hour class actions. Prior to the mediation, Class Counsel conducted extensive informal discovery
19 and investigation during the prosecution of the Action. The informal discovery and investigation
20 included, among other things: (1) inspection and analysis of employee documents and data,
21 including personnel files, the time and payroll records for the putative class up through mediation,
22 employment policies and procedures, and other relevant documents; (2) evaluation of legal
23 positions taken by Plaintiffs and Defendants; (3) evaluation of potential class-wide damages and
24 PAGA penalties; and (4) review and research of applicable law with respect to the claims brought
25 by Plaintiffs and the potential claims and potential defenses brought by Defendants. Class
26 Counsel has vigorously prosecuted this Class Action, and Defendants have vigorously defended
27 it. The Parties have engaged in sufficient informal discovery, evaluation, and investigation to
28 assess the relative merits of the claims and contentions of the Parties. Based on this information

1 and the settlement discussions during the mediation conducted at arm's length, the Parties came
2 to an agreement on April 26, 2021 at mediation. The settlement is the result of an informed and
3 detailed evaluation of the potential liability of total exposure in relation to the costs and risks
4 associated with continued litigation of the Action.

5 2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel
6 recognize the length of continued proceedings necessary to litigate their disputes through
7 certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into
8 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
9 inherent in such litigation, including, but not limited to, the risks related to a contested motion for
10 class certification, and the risks related to liability raised by the issues in this case. Plaintiff and
11 Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims
12 asserted in the Action and the difficulties in establishing damages for the Settlement Class
13 Members. Plaintiffs and Class Counsel have also taken into account Defendants' agreement to
14 enter into a settlement that confers substantial relief upon Settlement Class Members. Based on
15 the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is a fair,
16 adequate, and reasonable, and is in the best interests of the Settlement Class Members.

17 2.5. Defendants' Denial of Wrongdoing and Liability and Reasons for Settlement.
18 Defendants contend that the Settlement Class Members were properly and timely paid all wages
19 owed, including, but not limited to, all straight time and overtime, were properly reimbursed for
20 expenses and losses, and were provided meal and rest periods as required under California law.
21 However, Defendants have concluded that any further defense of this litigation would be
22 protracted and expensive for all Parties. Substantial amounts of time, energy and resources of
23 Defendants have been and, unless this Settlement is made, will continue to be devoted to the
24 defense of the claims asserted by Plaintiffs and Settlement Class Members. Defendants also have
25 taken into account the risks of further litigation in reaching their decision to enter into this
26 Settlement. Defendants have concluded that further proceedings in the Action would be
27 protracted and expensive and that it is desirable that the Action be fully and finally settled in the
28 manner and upon the terms and conditions set forth in this Settlement in order to dispose of

1 burdensome and protracted litigation, to permit the operation of Defendants' business without
2 further expensive litigation and the distraction and diversion of its personnel with respect to
3 matters at issue in the Actions. Defendants also have taken into account the uncertainty and risks
4 inherent in any litigation, especially in complex cases such as this Action. Defendants have
5 therefore determined that it is desirable and beneficial to them that the Action be settled in the
6 manner and upon the terms and conditions set forth in this Settlement.

7 2.6. No Admissions. The Parties understand and agree that this Settlement is the result
8 of a good faith compromise of disputed claims and allegations, and Defendants are entering into
9 this Settlement Agreement solely to resolve doubtful and disputed matters. No part of this
10 Settlement Agreement or any conduct or written or oral statements made in connection with this
11 Settlement, whether or not the Settlement Agreement is finally approved and/or consummated,
12 may be offered as or construed to be an admission or concession of any kind by either of the
13 Parties. In particular, but without limiting the generality of the foregoing, nothing about this
14 Settlement or Settlement Agreement shall be offered or construed as an admission that
15 Defendants have violated any of their obligations under the California Labor Code, or of liability
16 in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of
17 Defendants and/or Released Parties. In addition, this Settlement Agreement shall not be offered
18 or be admissible in evidence against any of the Parties or any of the Released Parties, except in
19 any action or proceeding brought by or against Plaintiffs, the Class, Settlement Class Members,
20 or Defendants to enforce its terms, or by Defendants in defense of any claims brought by
21 Plaintiffs, the Class, and Settlement Class Members. The provision of this paragraph shall
22 become effective when this Settlement is signed and shall be binding on the Parties and their
23 counsel regardless of whether the Settlement Agreement is preliminarily and/or finally approved
24 or terminated for any reason, or rendered null and void.

25 2.7. Settlement Class Members' Claims. Plaintiffs claim that the Released Claims
26 have merit and give rise to liability on the part of Defendants. This Settlement is a compromise
27 of disputed claims. Nothing contained in this Settlement and no documents referred to herein,
28 nor any action taken to carry out this Settlement may be construed or used as an admission by

1 or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
2 claims asserted.

3 2.8. Defendants' Defenses. Defendants have denied and continue to deny each and all
4 of the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendants have
5 expressly denied and continue to deny all charges of wrongdoing or liability against them arising
6 out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants
7 contend that they complied in good faith with all California and federal wage-and-hour laws and
8 have dealt legally and fairly with Plaintiffs and Settlement Class Members and Aggrieved
9 Employees. Defendants further deny that, for any purpose other than settling the Action, these
10 claims are appropriate for class or representative treatment.

11 2.9. Gross Amount Payable by Defendants. Under the terms of this Settlement, the
12 gross amount payable by Defendants shall be Nine Hundred Thousand Dollars and Zero Cents
13 (\$900,000.00) unless that amount shall be escalated as set forth in this Agreement, exclusive of
14 Employer's Taxes attributable to the Individual Settlement Payments allocated to wages payable
15 to Participating Class Members, which shall be paid separate and apart from the Gross
16 Settlement Amount.

17 3. TERMS OF SETTLEMENT

18 The Parties agree as follows:

19 3.1. Binding Settlement. This Settlement shall bind the Parties, all Aggrieved
20 Employees and all Participating Class Members, subject to the terms and conditions hereof and
21 the Court's approval.

22 3.2. Release By Plaintiffs and All Settlement Class Members.

23 3.2.1. Release By All Settlement Class Members. Effective only upon the
24 entry of an Order granting Final Approval of the Settlement, entry of
25 Judgment, and payment by Defendants to the Settlement Administrator
26 of the full Gross Settlement Amount (as the same may be escalated
27 pursuant to this Agreement) and Employer's Taxes necessary to
28

1 effectuate the Settlement, all Participating Class Members, including
2 the Plaintiffs, will be deemed to have fully, finally and forever released,
3 settled, compromised, relinquished, and discharged the Released
4 Parties from the Released Claims for the Class Period.

5 3.2.2. Release By Plaintiffs. Effective only upon the entry of an Order
6 granting Final Approval of the Settlement, entry of Judgment, and
7 payment by Defendants to the Settlement Administrator of the full
8 Gross Settlement Amount (as the same may be escalated pursuant to
9 this Agreement) and Employer's Taxes necessary to effectuate the
10 Settlement, Plaintiffs will be deemed to have fully, finally and forever
11 released, settled, compromised, relinquished, and discharged any and
12 all of Plaintiffs' General Released Claims against the Released Parties.
13 With respect to the Plaintiffs' General Released Claims only, Plaintiffs
14 shall be deemed to have, and by operation of the Final Judgment shall
15 have, expressly waived and relinquished, to the fullest extent permitted
16 by law, the provisions, rights, and benefits of section 1542 of the
17 California Civil Code, or any other similar provision under federal or
18 state law, which section provides:

19
20 *A general release does not extend to claims which the creditor does*
21 *not know or suspect to exist in his or her favor at the time of*
22 *executing the release, which if known by him or her must have*
23 *materially affected his or her settlement with the debtor.*

24 Plaintiffs may hereafter discover facts in addition to or different from those they now
25 know or believe to be true with respect to the subject matter of the Plaintiffs' General Released
26 Claims and the Released Claims, but upon the Effective Date, shall be deemed to have, and by
27 operation of the Final Judgment shall have, fully, finally, and forever settled and released any and
28 all of the Plaintiffs' General Released Claims and the Released Claims, whether known or

1 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
2 have existed, upon any theory of law or equity now existing or coming into existence in the future.
3 Nothing in this Agreement shall purport to release the claims of Renee Montoya and Jacob
4 Montoya arising under the Fair Employment and Housing Act, the California Family Rights Act,
5 intentional infliction of emotional distress, and wrongful termination in violation of public policy
6 against Defendants and the Released Parties, which claims shall be released via a separate release
7 of claims.

8 3.3. Release By Defendants: Pursuant to this Agreement, Defendants and Released
9 Parties and on behalf of their agents, representatives, attorneys, insurers, assigns, and/or anyone
10 acting on their respective behalf, and in consideration of the promises, assurances, and covenants
11 set forth in this Agreement, hereby fully release the Employees and Employees' heirs, agents,
12 representatives, assigns, executors, and/or anyone on Employee's behalf (collectively, the
13 "Employee Released Parties") from all claims or causes of action by reason of any injuries
14 and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which
15 the Company has sustained or which may be sustained as a result of any facts and circumstances
16 arising out of or in any way related to Plaintiffs' employment with Defendants, or either of them,
17 and to any other disputes, claims, disagreements, or controversies, between the Parties up to and
18 including the date of this Agreement is signed.

20 3.4. Tax Liability. The Parties understand and agree that the Parties are not providing
21 tax or legal advice. Participating Class Members and Aggrieved Employees will remain
22 responsible for any Employee Taxes. Participating Class Members and Aggrieved Employees
23 will assume any employee tax obligations or consequences that may arise from this Settlement
24 and should consult with a tax expert if they have questions. However, Individual Settlement
25 Payments will be allocated as follows: twenty percent (20%) as wages (a W-2 will be issued)
26 and eighty percent (80%) as interest and penalties (a 1099 will be issued). Individual PAGA
27 Payments will be allocated as one hundred percent (100%) penalties. Any required payroll
28 deductions will be based on this apportionment. The Parties agree that, in the event that any

1 taxing body determines that additional employee taxes are due from any Participating Class
2 Member and/or Aggrieved Employee, such Participating Class Member and/or Aggrieved
3 Employee assumes all responsibility for the payment of such taxes.

4 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
5 of this Settlement, and no written communication or disclosure between or among the Parties,
6 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any
7 such communication or disclosure constitute or be construed or be relied upon as, tax advice
8 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
9 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
10 independent legal and tax counsel for advice (including tax advice) in connection with this
11 Settlement, (b) has not entered into this Settlement based upon the recommendation of any other
12 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
13 communication or disclosure by any attorney or advisor to any other party to avoid any tax
14 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
15 other party has imposed any limitation that protects the confidentiality of any such attorney's or
16 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
17 by the acknowledging party of the tax treatment or tax structure of any transaction, including
18 any transaction contemplated by this Settlement.
19

20 3.6. Settlement Approval and Implementation Procedures. As part of this Settlement,
21 the Parties agree to the following procedures for obtaining the Court's preliminary approval of
22 the Settlement, certifying the Settlement Class, notifying Settlement Class Members and/or
23 Aggrieved Employees of the Settlement, obtaining the Court's final approval of the Settlement,
24 and processing the Individual Settlement Payments and Individual PAGA Payments.

25 3.7. Preliminary Approval and Certification. As soon as practicable after execution of
26 this Settlement, Plaintiffs will submit this Settlement to the Court for its preliminary approval.
27 Such submission will include this Settlement, the proposed Class Notice, the proposed
28 Preliminary Approval Order, and any memoranda and evidence as may be necessary for the

1 Court to determine that this Settlement is fair, adequate, and reasonable. Plaintiffs will request
2 the Court to enter an order conditionally certifying the Settlement Class after the preliminary
3 approval hearing, in accordance with California Rules of Court, Rule 3.769(c). Defendants shall
4 not oppose the motion and request.

5 3.8. Class Information. Within fourteen (14) calendar days after the entry of the
6 Preliminary Approval Order, Defendant, shall provide the Settlement Administrator with the
7 Class Information for purposes of mailing Class Notices to Settlement Class Members,
8 including: 1. Class Member's full name; 2. Class Member's last known address; 3. Class
9 Member's last four (4) digits of social security number; 4. Class Member's employee
10 identification number; and 5 based on Defendant's payroll records, the Class Member's total
11 number of workweeks. The Settlement Administrator shall use commercially reasonable efforts
12 to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized
13 disclosure or use of such data other than as permitted by the Settlement. The Settlement
14 Administrator shall ensure that the Class Notice and any other communications to Class
15 Members shall not include the Class Members' social security number, except for the last four
16 (4) digits, if necessary.

17 3.9. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
18 Settlement Administrator will perform a search on the National Change of Address database to
19 update the Settlement Class Members' addresses. No more than fourteen (14) calendar days
20 after receiving the Class Information from Defendant, as provided herein, the Settlement
21 Administrator shall mail copies of the Class Notice, written in both English and Spanish, to all
22 Settlement Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall
23 exercise its best judgment to determine the current mailing address for each Settlement Class
24 Member. The address identified by the Settlement Administrator as the current mailing address
25 shall be presumed to be the best mailing address for each Settlement Class Member.

26 3.10. Undeliverable Notices. Any Notice Packets returned to the Settlement
27 Administrator as undeliverable on or before the forty-five (45) day Response Deadline shall be
28

1 re-mailed to the forwarding address affixed thereto.

2 ~~3.10. ///~~

3 3.11. For each Settlement Class Member whose Class Notice is returned, there will be
4 one (1) skip trace by the Settlement Administrator. If an updated mailing address is identified,
5 the Settlement Administrator shall resend the Class Notice to the Settlement Class Member. One
6 (1) supplemental Class Notice shall be mailed to each Settlement Class Member whose original
7 Class Notice is returned as undeliverable to the Settlement Administrator. Such re-mailing shall
8 be made within five (5) business days of the Settlement Administrator receiving notice that the
9 respective Class Notice was undeliverable. Any requests by the Settlement Administrator for
10 documents or information from Defendants must be responded to within a reasonable amount
11 of time by counsel for Defendants. It is the intent of the Parties that reasonable means be used
12 to locate the Settlement Class Members and apprise them of their rights.

13 3.12. Settlement Class Members to whom Class Notices are resent after having been
14 returned undeliverable to the Settlement Administrator, during the entire Response Deadline,
15 shall have an additional fourteen (14) calendar days from the date of re-mailing, or until the
16 forty-five (45) day Response Deadline has expired, whichever is later, to mail the Request for
17 Exclusion or a Notice of Objection. Class Notices that are resent shall inform the recipient of
18 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive
19 means used to determine whether a Settlement Class Member has returned his or her Request
20 for Exclusion on or before the adjusted deadline. If a Settlement Class Member's Class Notice
21 is returned to the Settlement Administrator more than once as undeliverable, then an additional
22 Class Notice shall not be re-mailed. Nothing further shall be required of, or done by, the Parties,
23 Class Counsel, or Defendants' Counsel to provide notice of the proposed Settlement.

24 3.13. Compliance with the procedures specified in paragraphs 3.9-3.12 of this
25 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
26 Settlement and shall satisfy the requirement of due process. In the event the procedures set forth
27 herein are followed and the intended recipient of a Class Notice still does not receive the Class
28

Formatted: No underline

Formatted: indent Left: 0.1". No bullets or numbering

1 Notice, the intended recipient will be a Participating Class Member and will be bound by all
2 terms of the Settlement and the Order Granting Final Approval entered by the Court. Nothing
3 else shall be required of, or done by, the Parties, Class Counsel, and Defendants' Counsel to
4 provide notice of the proposed Settlement.

5 3.14. Disputes. Settlement Class Members will have the opportunity during the forty-
6 five (45) day response period, should they disagree with Defendants' records regarding their
7 days worked during the Class Period, to provide documentation and/or an explanation to show
8 contrary days worked. A space will be provided on the Notice of Settlement Payment for Class
9 Members to raise such disputes. For a Settlement Class Member's dispute to be considered, the
10 Settlement Class Member must fully complete the Notice and timely return it to the Settlement
11 Administrator. Settlement Class Members will have forty-five (45) days after the date the Class
12 Notice is mailed by the Settlement Administrator to mail in a dispute, including any supporting
13 evidence the Settlement Class Member may have. If a Settlement Class Member's Class Notice
14 is re-mailed, the Settlement Class Members shall have an additional fourteen (14) calendar days
15 from the date of re-mailing or until the forty-five (45) Response Deadline has expired, whichever
16 is later to provide his/her dispute. The date of the postmark of the return mailing envelope shall
17 be the exclusive means used to determine whether a dispute has been timely submitted to the
18 Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with
19 the Parties to determine whether an adjustment is warranted. If the Parties are unable to reach
20 an agreement as to the amount of the adjustment or if an adjustment is warranted, then each side
21 will submit a three (3) page brief to the Court, outlining each side's respective position and have
22 the Court decide the outstanding issue. The Court's determination of the eligibility for and
23 amount of any Individual Settlement Payment shall be binding upon the Settlement Class
24 Member and the Parties. The Settlement Administrator shall determine the eligibility for, and
25 the amounts of, any Individual Settlement Payments under the terms of this Settlement, except
26 for any disputes brought to the Court's attention, described herein. The Settlement
27 Administrator's determination of the eligibility for and amount of any Individual Settlement
28

1 Payment and/or Individual PAGA Payment shall be binding upon the Settlement Class Member
2 and the Parties.

3 3.15. Exclusions (Opt-Outs). The Class Notice shall state that Settlement Class
4 Members who wish to exclude themselves from the Settlement must submit a Request for
5 Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name,
6 address, and the last four (4) digits of the Social Security number of the Settlement Class
7 Member requesting exclusion/ or an Employee Identification Number, (2) must be signed by the
8 Settlement Class Member; and (3) must be postmarked by the Response Deadline and returned
9 to the Settlement Administrator at the specified address. If the Request for Exclusion does not
10 contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this
11 Settlement. If any Request for Exclusion is incomplete or deficient, the Settlement
12 Administrator shall send a letter informing the Settlement Class Member of the deficiency
13 within three (3) business days. If a Settlement Class Member's Class Notice is re-mailed, the
14 Settlement Class Member shall have an additional fourteen (14) calendar days from the date of
15 re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later to
16 submit his/her Request for Exclusion. The date of the postmark on the return-mailing envelope
17 shall be the exclusive means used to determine whether a Request for Exclusion has been timely
18 submitted. Any Settlement Class Member who requests to be excluded from the Settlement will
19 not be entitled to any recovery under the Class Settlement allocation and will not be bound by
20 the terms of the class settlement. However, if he or she is an Aggrieved Employee, he or she
21 will still receive an Individual PAGA Payment and be bound by the release of PAGA civil
22 penalties for the PAGA Period. Class Members who receive a Class Notice, but fail to submit a
23 valid and timely Request for Exclusion on or before the Response Deadline, shall be bound by
24 all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is
25 approved by the Court. Even if a Class Members submits a timely Request for Exclusion, the
26 Class Member will still receive an Individual PAGA Settlement from the PAGA allocation. At
27 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members
28

1 of the Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel
2 shall not represent any Settlement Class Member with respect to any such Requests for
3 Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also
4 submit a Notice of Objection; if they do, the Notice of Objection will be deemed invalid. No
5 later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall
6 provide counsel for the Parties with a complete list of all Settlement Class Members who timely
7 submitted Exclusions.

8 3.16. Objections. The Class Notice shall state that Settlement Class Members who wish
9 to remain Settlement Class Members, but desire to object to the Settlement must not submit a
10 Request for Exclusion. They must instead submit a written statement of objection ("Notice of
11 Objection") by the Response Deadline to the Settlement Administrator by mail, fax or email.
12 The Notice of Objection must be signed by the Settlement Class Member or his or her legal
13 representative and state: (1) the full name of the Settlement Class Member; (2) the dates of
14 employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class
15 Member's Social Security number; (4) the basis for the objection; and (5) whether the Settlement
16 Class Member intends to appear at the Final Approval Hearing. The Notice of Objection must
17 be postmarked by the Response Deadline and returned to the Settlement Administrator at the
18 specified address to be considered. If a Settlement Class Member's Class Notice is re-mailed,
19 the Settlement Class Member shall have an additional fourteen (14) calendar days from the date
20 of re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later
21 to submit his/her Notice of Objection. Within five (5) calendar days of receiving a Notice of
22 Objection from a Settlement Class Member, the Settlement Administrator shall forward the
23 notice of objection to Class Counsel and Defendants' Counsel. Class Counsel thereafter will
24 lodge the Settlement Class Member's Notice of Objection with the Court. Settlement Class
25 Members, regardless of whether or not they submit a timely Notice of Objection, will have a
26 right to appear at the Final Approval Hearing, with or without an attorney, in order to have their
27 objections heard by the Court. The Settlement Class Members also may appear at the Final
28

1 Approval Hearing remotely via LACourtConnect or other acceptable remote means. At no time
2 shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
3 Members to file or serve written objections to the Settlement or appeal from the Final Judgment.
4 Class Counsel shall not represent any Settlement Class Members with respect to any such
5 objections.

6 3.17. Plaintiffs' Participation. By executing this Settlement, Plaintiffs hereby stipulate
7 they will not object to or exclude themselves from the Settlement in anyway.

8 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their
9 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
10 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
11 Members to submit either written objections to the Settlement or Requests for Exclusion from
12 the Settlement, or to appeal from the Court's Final Judgment.

13 3.19. Funding of the Gross Settlement. This is a non-reversionary Settlement in which
14 Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross
15 Settlement Amount will revert to Defendants. Defendants shall fully fund the Settlement within
16 fourteen (14) calendar days after the Final Approval Date, including Employer's Taxes. No
17 payments from the Gross Settlement Amount shall be made before the Gross Settlement Amount
18 is fully funded. No release in this Settlement shall be effective until the Gross Settlement
19 Amount and Employer's Taxes are paid to the Settlement Administrator. If Defendants default,
20 Plaintiffs and all Participating Class Members will be able to pursue all claims, and the
21 Settlement becomes null and void.

22 3.20. No more than five (5) business days after the Gross Settlement Amount is fully
23 funded, the Settlement Administrator will provide the Parties with an accounting of all
24 anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be
25 calculated by deducting from the Gross Settlement Amount payments for (1) Class
26 Representatives Enhancement Awards, as specified in this Settlement and approved by the
27 Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)
28

1 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement
2 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the
3 LWDA Payment, as specified in this Settlement and approved by the Court. The Net Settlement
4 Amount shall be distributed in Individual Settlement Payments and Individual PAGA Payments
5 in accordance with this Settlement Agreement.

6 3.21. Individual Settlement Payments. Each Participating Class Member shall be
7 eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement
8 Amount, based on the number of weeks worked by the Participating Class Member during the
9 Class Period, as a proportion of all weeks worked by all Participating Class Members during the
10 Class Period. Individual Class Settlement Payments shall be paid pursuant to the formula set
11 forth below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail
12 to Participating Class Members' last known mailing address no later than fifteen (15) calendar
13 days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will
14 specifically indicate that they are void if not negotiated within one hundred eight (180) days of
15 their issuance. Individual Class Settlement Payments reflect settlement of a dispute regarding
16 wages, interest, and penalties. Individual Settlement Payments will be allocated as follows:
17 twenty percent (20%) as wages; and eighty percent (80%) as interest and penalties. The "wage"
18 portion of each Individual Settlement Payment will be reduced by Employee Taxes. The
19 Settlement Administrator shall issue the appropriate tax documents associated with the
20 Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as
21 "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

23 3.22. Individual PAGA Payments. Each Aggrieved Employee shall be eligible to
24 receive an Individual PAGA Payment, which is a share of the PAGA Allocation attributed to
25 Aggrieved Employees based on the number of weeks worked by the Participating Class Member
26 during the PAGA Period, as a proportion of all weeks worked by all Aggrieved Employees
27 during the PAGA Period. Individual PAGA Payments shall be paid pursuant to the formula set
28 forth below. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to

1 Aggrieved Employees' last known mailing addresses no later than fifteen (15) calendar days
2 after the Gross Settlement Amount and Employer's Taxes are fully funded. Individual PAGA
3 Payments will specifically indicate that they are void if not negotiated within one hundred eight
4 (180) days of their issuance. Individual PAGA Payments reflect settlement of a dispute
5 regarding civil penalties. The Individual PAGA Payments are not subject to taxes.

6 3.23. Individual Settlement Payment Formula. After deducting the Class Counsel
7 Award and Class Counsel Costs, the LWDA Payment, Class Representatives' Enhancement
8 Awards, and Settlement Administration Costs, the remaining funds (the "Net Settlement
9 Amount"), will be distributed as follows:

10 3.23.1. Defendants will produce to the Settlement Administrator the total
11 number of Workweeks worked by each Settlement Class Member
12 during the Class Period~~The Settlement Administrator will determine~~
13 ~~the total number of Workweeks worked by each Settlement Class~~
14 ~~Member during the Class Period~~ ("Class Member's Workweeks"), as
15 well as the aggregate number of Workweeks worked by all Settlement
16 Class Members during the Class Period ("Class Workweeks").
17 Additionally, ~~the Defendants will produce to the Settlement~~
18 ~~Administrator will determine the total number of Workweeks worked~~
19 ~~by each Aggrieved Employee during the PAGA Period~~ ("Aggrieved
20 ~~Employee's Workweeks~~"), as well as the aggregate number of
21 Workweeks worked by all Aggrieved Employees during the PAGA
22 Period ("PAGA Workweeks").

23 3.23.2. To determine each Settlement Class Member's Individual
24 Settlement Share, the Settlement Administrator will use the following
25 formula: Individual Settlement Share = (Settlement Class Member's
26 Workweeks ÷ Class Workweeks) × Net Settlement Amount.

27 3.23.3. To determine each Participating Class Member's Individual
28

1 Settlement Share, the Settlement Administrator ~~will determine~~ will be
2 provided the aggregate number of Workweeks worked by all
3 Participating Class Members during the Class Period ("Participating
4 Class Workweeks") and use the following formula: Individual
5 Settlement Share = (Participating Class Member's Workweeks ÷
6 Participating Class Workweeks) × Net Settlement Amount.

7 3.23.4. The net amount of the Individual Settlement Share is to be paid out
8 to Participating Class Members by way of check and is referred to as
9 "Individual Settlement Payment(s)."

10 3.23.5. To determine each Aggrieved Employee's PAGA Payment, the
11 Settlement Administrator will use the following formula: Aggrieved
12 Employee's PAGA Payment = (Aggrieved Employee's Workweeks ÷
13 PAGA Workweeks) × \$5,000.00 (the portion of the PAGA Payment
14 paid to PAGA Aggrieved Employees). This amount is to be paid out to
15 Aggrieved Employees by way of check.

16
17 3.24. Settlement Class Members are not eligible to receive any compensation other than
18 the Individual Settlement Payment and Individual PAGA Payment, and they may only receive
19 an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion
20 to opt out of the Settlement. Even if a Settlement Class Member submits a valid and timely
21 Request for Exclusion, the Class Member still shall be entitled to receive an Individual PAGA
22 Payment. Plaintiffs, however, are each, also eligible to receive a Class Representative
23 Enhancement Award.

24 3.25. No benefit, including but not limited to pension benefits, shall increase or accrue
25 as a result of any payment made pursuant to this Settlement.

26 3.26. If a check for an Individual Settlement Payment is returned to the Settlement
27 Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a
28 valid mailing address by performing a skip trace search. If another address is identified, the

1 Settlement Administrator shall mail the check to the newly identified address. If an Individual
2 Settlement Payment check is returned to the Settlement Administrator a second time as
3 undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that
4 check. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar
5 days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-
6 day period, checks for such payments shall be canceled and funds associated with such checks
7 shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil
8 Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any,
9 as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal
10 Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los
11 Angeles County. The Settlement Administrator shall prepare a report regarding the distribution
12 plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the
13 Court by Class Counsel along with a proposed amended judgment that is consistent with the
14 provisions of Code of Civil Procedure section 384.
15

16 3.27. Class Representatives Enhancement Award. Defendants agree not to oppose or
17 object to any application or motion by Plaintiffs for a Class Representatives Enhancement
18 Award, not to exceed Five Thousand Dollars (\$5,000.00) for each of the named Plaintiffs, Renee
19 J. Montoya, Cindy L. Brakebill, Jacob R. Montoya and Soledad Marron (totaling Twenty
20 Thousand Dollars (\$20,000.00), as consideration for the Plaintiff's General Released Claims
21 and each plaintiff's time and effort in bringing and prosecuting this matter. The Class
22 Representatives Enhancement Award shall be paid to each of the Named Plaintiffs from the
23 Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement
24 Amount is fully funded. The Settlement Administrator shall issue an IRS Form 1099 — MISC
25 to Plaintiffs, and each of them, for their Class Representative Enhancement Awards. Plaintiffs,
26 and each of them, shall be solely and legally responsible for payment of all applicable taxes on
27 their Class Representative Enhancement Award, and shall hold harmless Defendants and Class
28 Counsel and Defendants' counsel from any claim or liability for taxes, penalties, or interest

1 arising as a result of the Class Representative Enhancement Award. The Class Representatives
2 Enhancement Award shall be in addition to Plaintiffs' Individual Payments as Participating
3 Class Members, as well as their Individual PAGA Payments, should they be entitled to one. In
4 the event that the Court awards lesser amounts than the Class Representative Enhancement
5 Awards requested, then any portion of the requested amounts not awarded to Plaintiffs shall be
6 added to the Net Settlement Amount. Plaintiffs shall not have the right to revoke their agreement
7 to the Settlement on the grounds the Court did not approve any or all of his request for a Class
8 Representative Enhancement Award.

9 3.28. Class Counsel Award and Costs. Defendants agree not to oppose or object to any
10 application or motion by Class Counsel for a Class Counsel Award not to exceed one-third of
11 the Gross Settlement Amount which, unless escalated pursuant to this Agreement, shall equal
12 Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), as well as Class Counsel Costs
13 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), all of which will be paid
14 from the Gross Settlement Amount. The Class Counsel Award and Class Counsel Costs shall
15 be paid no later than fifteen (15) calendar days after the Gross Settlement Amount is fully
16 funded. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
17 payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
18 Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This
19 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
20 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
21 and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement
22 Amount.

23
24 3.29. PAGA Settlement Allocation. Subject to Court approval, the Parties shall allocate
25 a total of Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount for the
26 compromise of claims for civil penalties brought under the PAGA (the "PAGA Allocation").
27 Per California Labor Code section 2699(i), Seven Thousand Five Hundred Dollars (\$7,500.00),
28 representing seventy-five percent (75%) of the PAGA Allocation, will be paid to California's

1 Labor Workforce Development Agency. The remaining Two Thousand Five Hundred Dollars
2 (\$2,500.00), representing twenty-five percent (25%) of the PAGA Allocation, shall be part of
3 the Net Settlement Amount to be distributed to Participating Class Members.

4 ///

5 ~~3-29~~ ///

6 LWDA PAGA Allocation. The Parties agree to allocate Twenty Thousand Dollars
7 (\$20,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
8 seventy-five percent (75%) of the amount allocated toward PAGA, Fifteen Thousand Dollars
9 (\$15,000.00) will be paid to the LWDA (i.e., the LWDA Payment), and twenty-five percent (25%)
10 will remain a part of the Net Settlement Amount of Two Thousand Five Hundred Dollars
11 (\$2,500.00), to be distributed to Aggrieved Employees on a *pro rata* basis, based upon their
12 respective Workweeks in the PAGA Period.

13 3.30. Defendants' Option to Terminate Settlement. If the number of Settlement Class
14 Members who opt out by submitting Requests for Exclusion exceeds seven and-a-half percent
15 (7.5%) of the total number of Settlement Class Members, then Defendants may, in the exercise
16 of their sole discretion, abrogate this Agreement. Defendants' right expires calendar days after
17 the Response Deadline. In the event Defendants exercise this option, the costs of administration
18 shall be borne by Defendants. If Defendant decide to void the Settlement, then the Settlement
19 and conditional class certification shall be considered void, and neither the Settlement,
20 conditional class certification, nor any of the related negotiations or proceedings, shall be of any
21 force or effect, and the Parties shall stand in the same position, without prejudice, as if this
22 Settlement had been neither entered into nor filed with the Court.

23 3.31. Settlement Administration Costs. The Settlement Administrator shall be paid for
24 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
25 administration are not to exceed Twenty Thousand Dollars (\$20,000.00), unless the court
26 approves a higher amount. No fewer than fourteen (14) calendar days prior to the Final
27 Approval Hearing, the Settlement Administrator shall provide the Parties with a statement
28

Formatted: No underline

Formatted: Indent: Left: 0.1", No bullets or numbering

1 detailing the costs of administration. The Settlement Administrator, on Defendants' behalf,
2 shall have the authority and obligation to make payments, credits and disbursements, including
3 payments and credits in the manner set forth in this Settlement, to Participating Class Members
4 and Aggrieved Employees, calculated in accordance with the methodology set out in this
5 Settlement and orders of the Court. The Parties agree to cooperate in the administration of the
6 Settlement and to make all reasonable efforts to control and minimize the costs and expenses
7 incurred in administration of the Settlement. The Parties and their respective counsel each
8 represent they do not have any financial interest in the Settlement Administrator or otherwise
9 have a relationship with the Settlement Administrator that could create a conflict of interest.
10 The Settlement Administrator shall be responsible for: processing and mailing all court-
11 approved payments to the Plaintiffs, Class Counsel, Participating Class Members, Aggrieved
12 Employees and the LWDA; printing and mailing the Class Notices to the Settlement Class
13 Members as called for in this Settlement and ordered by the Court; receiving and reporting
14 Notice of Objections and Requests for Exclusion submitted by Settlement Class Members;
15 providing declaration(s) as necessary in support of preliminary and/or final approval of this
16 Settlement; ~~calculating compensable work weeks;~~ and other tasks as the Parties mutually agree
17 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
18 keep the Parties timely apprised of the performance of all Settlement Administrator
19 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents
20 required by administration of this Settlement shall be prepared by the Settlement Administrator.
21 Any expenses incurred in connection with such preparation shall be Settlement Administration
22 Costs. The Settlement Administrator shall be paid the Settlement Administration Costs from
23 the Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement
24 Amount is fully funded.
25

26 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,
27 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and
28 the Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the

1 Class Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA
2 Payment; and (v) the Settlement Administration Costs. Settlement Class Members, may (though
3 they are not required to) appear at the Final Approval Hearing, either in person or through the
4 objector's own counsel, at his or her own expense, and orally object to the Settlement. Any
5 attorney who will represent an individual objecting to this Settlement must file a notice of
6 appearance with the Court and serve Class Counsel and Defendants' counsel no later than fifteen
7 (15) calendar days before the Final Approval Hearing. Any Settlement Class Member who
8 attends the Final Approval Hearing and asks to speak regarding his or her objection may be heard
9 by the Court. The Settlement Class Members may also appear remotely via LACourtConnect or
10 other acceptable remote or telephonic means.

11
12 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final
13 Approval Hearing, the Parties shall request that the Court enter the Final Judgment, with the
14 Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court
15 grants final approval to the Settlement, notice of Final Approval shall be posted on the
16 Settlement Administrator's website, at www.phoenixclassaction.com.

17 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Participating
18 Class Members and Aggrieved Employees pursuant to this Settlement will not count as earnings
19 or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by
20 Defendants. It is expressly understood and agreed that the receipt of the Individual Settlement
21 Payment and/or Individual PAGA Payment shall not entitle any Participating Class Member
22 and/or Aggrieved Employee to additional compensation or benefits under any collective
23 bargaining agreement or under any bonus, contest or other compensation or benefit plan or
24 agreement in place during the period covered by the Settlement, nor shall it entitle any
25 Participating Class Member and/or Aggrieved Employee to any increased pension and/or
26 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
27 Settlement Payments and/or Individual PAGA Payments provided for in this Stipulation are the
28 sole payments to be made by Defendants to Participating Class Members and/or Aggrieved

1 Employees in connection with this Settlement, with the exception of Plaintiffs, and that the
2 Participating Class Members and/or Aggrieved Employees are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual Settlement
4 Payments and/or Individual PAGA Payments. Furthermore, the receipt of Individual Settlement
5 Payments by Participating Class Members and Individual PAGA Payments by Aggrieved
6 Employees shall not, and does not, by itself establish any general, special, or joint employment
7 relationship between and among the Participating Class Member(s) and/or Aggrieved
8 Employees, on the one hand, and Defendants, on the other hand.

9 3.35. Escalation of Gross Settlement Amount. Defendants represent that there are no
10 more than 27,155 workweeks worked from September 11, 2016 through April 26, 2021. In the
11 event the number of workweeks worked during this timeframe increases by more than 10%, or
12 2,716 workweeks worked, then the GFV shall be increased proportionally by the workweeks in
13 excess of 27,155 multiplied by the workweek value. The workweek value shall be calculated by
14 dividing the Gross Settlement Amount by 27,155. The Parties agree that the workweek value
15 amounts to and the settlement amounts to \$33.14 per workweek ($\$900,000 / 27,155$ workweeks).
16 Thus, for example, should there be 30,000 workweeks in the Class Period, then the GFV shall
17 be increased by \$94,283.30. ($30,000 \text{ workweeks} - 27,155 \text{ workweeks} \times \$33.14/\text{workweek}$.)
18

19 3.36. Nullification of Settlement. In the event: (i) the Court does not enter the
20 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of
21 the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided
22 herein; or (iv) the Settlement does not become final for any other reason, and the Parties are not
23 able to achieve final approval through reasonable efforts that do not require change in material
24 terms of this Agreement, this Settlement shall be null and void and any order or judgment
25 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
26 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned
27 to their respective statuses as of the date and time immediately prior to the execution of this
28 Settlement, and the Parties shall proceed in all respects as if this Settlement had not been

1 executed, except that any costs and fees already incurred by the Settlement Administrator shall
2 be paid jointly by the Parties. In the event an appeal is filed from the Court's Final Judgment,
3 or any other appellate review is sought, administration of the Settlement shall be stayed pending
4 final resolution of the appeal or other appellate review, and any other payments required
5 hereunder by Defendants will not be paid pending the completion and final resolution of the
6 appeal, and any payment thereafter will: (1) occur only if the Order Granting Final Approval is
7 upheld after all appeals; and (2) be in a manner that is provided for in the Settlement and in the
8 Order Granting Final Approval.

9 3.37. No Admission by the Parties. Defendants deny any and all claims alleged in this
10 Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission,
11 and shall not be used against Defendants as an admission or indication, with respect to any
12 claim, of any fault, concession, or omission by Defendants. Neither this Settlement, nor any of
13 its terms and conditions, nor any of the negotiations connected with it, is a concession or
14 admission, and none shall be used against Defendants as an admission or indication with respect
15 to any claim of any fault, concession, or omission by Defendants or that class certification is
16 proper under the standard applied to contested certification motions. The Parties stipulate and
17 agree to the certification of the proposed class for settlement purposes only. The Parties further
18 agree that this Settlement will not be admissible in this or any other proceeding as evidence that
19 either: (i) a class action should be certified or (ii) Defendants or the Released Parties are liable
20 to Plaintiff or any Settlement Class Member, other than according to the terms of this Settlement.

21 3.38. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
22 the interpretation, calculation or payment of settlement claims, or other disputes regarding
23 compliance with this Settlement shall be resolved as follows:

24 3.39. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class
25 Members, or Defendants, at any time believe that the other Party or Parties have breached or
26 acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing of
27 the alleged violation. Upon receiving notice of the alleged violation or dispute, the responding
28

1 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating
2 Party with the reasons why the Party disputes all or part of the allegation.

3 3.39.1. If the response does not address the alleged violation to the initiating
4 Party's satisfaction, the Parties shall negotiate in good faith for up to ten
5 (10) calendar days to resolve their differences.

6 3.39.2. If thereafter, the Parties still cannot resolve the dispute, the Parties shall
7 utilize the services of Paul Grossman, Esq. (the "Mediator") in a good-
8 faith attempt to mediate and resolve the dispute.

9 3.39.3. If the Parties are unable to resolve their differences after twenty (20)
10 calendar days after the involvement of the Mediator, either Party may
11 file an appropriate motion for enforcement with the Court.

12 3.40. Exhibits and Headings. The terms of this Settlement include the terms set forth in
13 Exhibit A and B , which are attached to this Settlement and incorporated by this reference as
14 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of
15 the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are
16 inserted for convenience of reference only and do not constitute a part of this Settlement.

17 3.41. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
18 Action and thereafter implement and complete the Settlement with the exception of actions by
19 the Parties intended to further approval of this Settlement.

20 3.42. Publicity and Confidentiality. Plaintiffs and Class Counsel agree not to disclose
21 or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
22 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
23 person or entity, except potential class members and as shall be contractually required to
24 effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section
25 means Plaintiffs and Class Counsel agree not to issue press releases, communications with, or
26 respond to any media or publication entities, publish information in manner or form, whether
27 printed or electronic, on any medium or otherwise communicate, whether by print, video,
28

1 recording or any other medium, with any person or entity concerning the Settlement, including
2 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
3 except as shall be contractually required to effectuate the terms of the Settlement as set forth
4 herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
5 counsel in other actions, Class Counsel may disclose the name of the Parties in this action and
6 the venue/case number of this action (but not any other settlement details) for such purposes.

7 3.43. Amendment or Modification. This Settlement may be amended or modified only
8 by a written instrument signed by counsel for all Parties.

9 3.44. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
10 agreement among these Parties, and no oral or written representations, warranties or
11 inducements have been made to any Party concerning this Settlement or its exhibit, other than
12 the representations, warranties and covenants contained and memorialized in the Settlement and
13 its exhibit. No other prior or contemporaneous written or oral agreements may be deemed
14 binding on the Parties.

15 3.45. Authorization to Enter into Settlement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
18 pursuant to this Settlement to effectuate its terms, and to execute any other documents required
19 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
20 other and use their best efforts to affect the implementation of the Settlement. In the event the
21 Parties are unable to reach agreement on the form or content of any document needed to
22 implement the Settlement, or on any supplemental provisions that may become necessary to
23 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
24 such disagreement. The person signing this Settlement on behalf of Defendants and each of
25 them represents and warrants that he or she is authorized to sign this Settlement on behalf of
26 Defendants, and each of them. Plaintiffs Renee J. Montoya, Cindy L. Brakebill, Jacob R.
27 Montoya and Soledad Marron, each represent and warrant that they are authorized to sign this
28

1 Settlement and that they have not assigned any claim, or part of a claim, covered by this
2 Settlement to a third-party.

3 3.46. Binding on Successors and Assigns. This Settlement shall be binding upon, and
4 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 ~~3.46. ///~~

6 3.47. No Prior Assignments. The Parties and their counsel represent, covenant, and
7 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
8 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
9 demand, action, cause of action or right herein released and discharged.

10 3.48. California Law Governs. All terms of this Settlement and the exhibits hereto shall
11 be governed by and interpreted according to the laws of the State of California.

12 3.49. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
13 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
14 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
15 present and potential.

16 3.50. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
17 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
18 implementation, and enforcement of the terms of this Settlement and all orders and judgments
19 entered in connection therewith, and the Parties and their counsel hereto submit to the
20 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this
21 Settlement and all orders and judgments entered in connection therewith.

22 3.51. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
24 possible, consistent with applicable precedents.

25 3.52. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
26 class certification for purposes of this Settlement only.

27 3.53. Cooperation. The Parties agree to cooperate fully with one another to accomplish
28

Formatted: No underline

Formatted: Indent Left: 0.1", No bullets or numbering

1 and implement the terms of this Settlement. Such cooperation shall include, but not be limited
2 to, execution of such other documents and the taking of such other action as may be reasonably
3 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their
4 best efforts, including all efforts contemplated by this Settlement and any other efforts that may
5 become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

6 3.54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
7 and conditions of this Settlement. Accordingly, this Settlement will not be construed more
8 strictly against one party than another merely by virtue of the fact that it may have been prepared
9 by counsel for one of the Parties, it being recognized that, because of the arm's-length
10 negotiations between the Parties, all Parties have contributed to the preparation of this
11 Settlement.

12 3.55. Representation by Counsel. The Parties acknowledge that they have been
13 represented by counsel throughout all negotiations that preceded the execution of this
14 Settlement, and that this Settlement has been executed with the consent and advice of counsel,
15 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
16 no liens on the Settlement Agreement.

17 3.56. All Terms Subject to Final Court Approval. All amounts and procedures described
18 in this Stipulation are subject to final Court approval.

19 3.57. Notices. Unless otherwise specifically provided, all notices, demands or other
20 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given
21 on the third business day after mailing; and (3) sent via United States registered or certified mail,
22 return receipt requested, addressed as follows:
23
24
25
26
27
28

To Plaintiffs:

David D. Bibiyan
david@tomorrowlaw.com
Jeffrey Klein
jeff@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Blvd. Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Kevin Mahoney, Esq.
kmahoney@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Justin Lo, Esq.
justin@worklawyer.com
Berkeh Alemzadeh, Esq.
beyonca@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (424) 355-8335
Facsimile: (424) 248-2944

To Defendants:

John L. Viola, Esq.
jviola@thompsoncoburn.com
Keith J. Rasher, Esq.
krasher@thompsoncoburn.com
THOMPSON COBURN LLP
10100 Santa Monica Blvd.
Suite 500
Los Angeles, CA 90067
Telephone: (818) 388-0802
Facsimile: (310) 282-2501

3.58. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3.59. Execution by Plaintiffs and Defendants. Plaintiffs and Defendants, by signing this Settlement, are bound by the terms herein.

3.60. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: ~~July~~ February, 2021 ~~2022~~ By:

Soledad Marron

Dated: ~~July~~ February, 2021 ~~2022~~ By:

Renee J. Montoya

Dated: February, 2022 ~~July~~ 2021 By:

Cindy L. Brakebill

Dated: February, 2022 ~~July~~ 2021 By:

Jacob R. Montoya

Dated: February, 2022 ~~July~~ 2021 By:

Defendant REMO INC.

By:

Its:

Formatted: Underline

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: February , 2022 , 2021

~~By:~~

Defendant REMO INTERNATIONAL INC.

By:

Its:

EXHIBIT 2

David D. Bibiyan (Cal. Bar No. 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (Cal. Bar No. 297296)

jeff@tomorrowlaw.com

BIBIYAN LAW GROUP, P.C.

8484 Wilshire Blvd. Suite 500

Beverly Hills, CA 90211

Telephone: (310) 438-5555

Facsimile: (310) 300-1705

Attorneys for Plaintiffs RENEE J. MONTOYA; CINDY L. BRAKEBILL; JACOB R. MONTOYA, as individuals and on behalf of all employees similarly situated,

ADDITIONAL ATTORNEY INFORMATION ON THE FOLLOWING PAGE:

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SPRING STREET COURTHOUSE

RENEE J. MONTOYA, CINDY L.
BRAKEBILL and JACOB R. MONTOYA,
as individuals and on behalf of all others
similarly situated,

Plaintiff,

v.

REMO, INC., a California Corporation;
EMPLOYBRIDGE, LLC, a California
limited liability company; REAL TIME
STAFFING SERVICES, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV34614

Related to Case No. 20STCV37581

CLASS ACTION

**FIRST AMENDED STIPULATION OF
CLASS AND REPRESENTATIVE
SETTLEMENT**

*[Assigned for all purposes to:
Hon. Maren E. Nelson, Dept. 017]*

Complaint Filed: September 11, 2020
Trial Date: Not Set

1 Kevin Mahoney (SBN: 235367)
2 kmahoney@mahoney-law.net
3 **MAHONEY LAW GROUP, APC**
4 249 East Ocean Boulevard, Suite 814
5 Long Beach, CA 90802
6 Telephone: (562) 590-5550
7 Facsimile: (562) 590-8400

8 Justin Lo, Esq. (SBN: 280102)
9 Justin@WorkLawyers.com
10 Berkeh Alemzadeh (SBN: 324834)
11 beyonca@caworklawyer.com
12 **Work Lawyers PC**
13 22939 Hawthorne Blvd, Suite 202
14 Torrance, CA 90505
15 Telephone No.: (424) 355-8335
16 Facsimile No.: (424) 248-2944

17 Attorneys for Plaintiff SOLEDAD MARRON, as an individual and on behalf of all employees
18 similarly situated, in Related Case No. 20STCV37581

19 John L. Viola, Esq.
20 jviola@thompsoncoburn.com
21 Keith J. Rasher, Esq.
22 krasher@thompsoncoburn.com
23 **THOMPSON COBURN LLP**
24 10100 Santa Monica Boulevard
25 Suite 500
26 Los Angeles, CA 90067
27 Telephone: (818) 388-0802
28 Facsimile: (310) 282-2501

Attorneys for Defendants REMO INC.; and REMO INTERNATIONAL INC.

1 **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 IT IS HEREBY STIPULATED, by and between Plaintiffs, Renee Montoya, Jacob
3 Montoya, Cindy Brakebill, and Soledad Marron, on behalf of themselves and the Settlement Class
4 Members on the one hand, and Defendants Remo Inc., and Remo International Inc., on the other
5 hand; and subject to the approval of the Court, that the above-captioned action, and Related Case
6 No. 20STCV37581 are hereby being compromised and settled pursuant to the terms and
7 conditions set forth in this Joint Stipulation of Class and Representative Action Settlement (the
8 "Settlement").

9 **1. DEFINITIONS**

10 Capitalized terms used in this Settlement shall have the meanings set forth below:

11 1.1. "Actions" shall mean the lawsuits pending in the Superior Court of the State of
12 California, County of Los Angeles, entitled *Renee J. Montoya, et al. v. Remo, Inc., et al.*, Case
13 No. 20STCV34614 ("Montoya Class Action" or "Action"), *Renee Montoya, et al. v. Remo, Inc.*,
14 et al., Case No 20STCV41176 ("Montoya PAGA Action"), and *Soledad Marron v. Remo Inc. et*
15 *al.*, Case No. 20STCV37581 ("Soledad Action").

16 1.2. "Settlement Administrator" means Phoenix Settlement Administrators.

17 1.3. "Settlement Administration Costs" means the amount to be paid to the third-party
18 Settlement Administrator to administer the Settlement, not to exceed Twenty Thousand Dollars
19 (\$20,000.00).

20 1.4. "Class Counsel" means David D. Bibiyan and Jeffrey Klein of Bibiyan Law
21 Group; Kevin Mahoney of Mahoney Law Group, APC; and Justin Lo and Berkeh Alemzadeh of
22 Work Lawyers PC.

23 1.5. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
24 litigation and resolution of this Action in a Gross Settlement Amount of one-third of the
25 Settlement which, unless escalated as set forth in this Agreement, shall be Three Hundred
26 Thousand Dollars and Zero Cents (\$300,000.00). The Court shall determine the amount of the
27 Class Counsel Award, and it shall be paid from the Gross Settlement Amount.

28 ///

1 1.6. "Class Counsel Costs" means expenses incurred by Class Counsel for Class
2 Counsel's litigation and resolution of this Action, not to exceed Thirty Thousand Dollars and Zero
3 Cents (\$30,000.00). The Court shall determine the amount of the Class Counsel Costs, and it
4 shall be paid from the Gross Settlement Amount.

5 1.7. "Class Information" means information regarding Settlement Class Members that
6 Defendants REMO INC., and REMO INTERNATIONAL INC. will in good faith compile from
7 their records and provide to the Settlement Administrator. Class Information shall be provided
8 as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name;
9 last known address; last four (4) digits of social security number; employee identification number;
10 and the total number of workweeks each Settlement Class Member worked for Defendants during
11 the Class Period.

12 1.8. "Class Period" means the period from September 11, 2016, through and including
13 the date the Court grants Preliminary Approval of the Settlement.

14 1.9. "Class Representative Enhancement Award" means the amount that the Court
15 authorizes to be paid to the Class Representatives, Renee Montoya, Jacob Montoya, Cindy
16 Brakebill, and Soledad Marron, not to exceed Five Thousand Dollars (\$5,000.00), each, in
17 addition to their Individual Settlement Payments and Individual PAGA Payments (as applicable),
18 for their service in connection with being the Class Representatives. The Class Representative
19 Enhancement Awards shall be paid from the Gross Settlement Amount. Any portion of the
20 requested Class Representative Enhancement Awards that are not awarded to Plaintiffs shall be
21 part of the Net Settlement Amount.

22 1.10. "Court" means the Superior Court of the State of California for the County of Los
23 Angeles.

24 1.11. "Defendants" means REMO INC. and REMO INTERNATIONAL INC., and all
25 of their current and former parents, owners, subsidiaries, predecessors and successors, and each
26 of their respective officers, directors, partners, shareholders and agents, and any other successors,
27 assigns.

28 ///

1 1.12. "Defendant's Counsel" means John L. Viola, and Keith Rasher of Thompson
2 Coburn LLP.

3 1.13. "Effective Date" means the date on which all of the following have occurred: the
4 Court has entered an order granting final approval of the settlement, the Judgment and order
5 granting final approval have become Final, and Defendants pay the full Gross Settlement
6 Amount and Employer's Taxes to the Settlement Administrator as agreed upon herein. For
7 purposes of this provision, "Final" means: if no objections to the settlement are filed and/or are
8 filed and withdrawn, the date the Court enters its order granting final approval of the settlement
9 and Judgment in the Action; if any objections to the settlement are filed and not withdrawn, and
10 if no appeal, review or writ is sought from the Judgment, the sixty-fifth (65th) day after entry of
11 Judgment; or if rehearing, reconsideration and/or appellate review of the Judgment is sought, the
12 day after any and all avenues of rehearing, reconsideration and appellate review have been
13 exhausted and no further rehearing, reconsideration or appellate review is permitted, and the time
14 for seeking such review has expired, and the Judgment has not been modified, amended or
15 reversed in any way

16 1.14. "Plaintiffs" or "Class Representatives" means Plaintiffs Renee Montoya, Jacob
17 Montoya, Cindy Brakebill and Soledad Marron.

18 1.15. "Employers" means Defendants Remo Inc. and Remo International Inc., and all of
19 their current and former parents, owners, subsidiaries, predecessors and successors, and each of
20 their respective officers, directors, joint venturers, partners, employees, shareholders and agents,
21 and any other successors, assigns, or legal representatives.

22 1.16. "Employee Taxes" means the employee's share of any and all applicable federal,
23 state, and local payroll taxes on the portion of Participating Class Members' Individual
24 Settlement Payment that constitutes wages. The Employee Taxes will be paid out of the Net
25 Settlement Amount.

26 1.17. "Employer Taxes" means the employer's share of any and all applicable federal,
27 state, and local payroll taxes on the portion of Participating Class Members' Individual
28 Settlement Payment that constitutes wages. The Employer Taxes will be paid separately by the

1 Employer and shall not be paid out of the Gross Settlement Amount.

2 1.18. "Final Approval Hearing" means the hearing held by the Court, pursuant to class
3 action procedures and requirements, on the motion for final approval of the Settlement.

4 1.19. "Final Approval Date" means the date on which the Court grants final approval of
5 the Settlement.

6 1.20. "Final Judgment" means the Court's entry of an order of judgment in this Action
7 following the Court's final approval of the Settlement.

8 1.21. "Gross Settlement Amount" means the total amount Defendants shall have to pay
9 in connection with this Settlement, by way of a common fund, which shall be inclusive of all
10 Individual Settlement Amounts to Participating Class Members, Individual PAGA Payments to
11 Aggrieved Employees (as defined herein), Class Counsel Award, Class Counsel Costs,
12 Settlement Administrator Costs, Class Representative Enhancement Awards, Employee Taxes,
13 and the LWDA Payment (defined herein). Subject to Court approval and the terms of this
14 Settlement, the Gross Settlement Amount Defendants shall be required to pay is Nine Hundred
15 Thousand Dollars (\$900,000.00), unless the same is escalated pursuant to this Agreement. No
16 portion of the Gross Settlement Amount will revert to Defendants, and the Settlement does not
17 require Participating Class Members to submit claims as a prerequisite to receiving their
18 Individual Settlement Payment. This settlement sum is based on Defendants' representation that
19 the class size is approximately one hundred seventy-three (173) individuals. Defendant shall not
20 be required to pay more than the Gross Settlement Amount, subject to the escalation clause listed
21 below in Section 3.35. Under no other circumstances shall Defendant be required to pay more
22 than the Gross Settlement Amount except as provided for in this Settlement.

23 1.22. "Individual Settlement Payment" means the amount payable to each Participating
24 Class Member, as calculated pursuant to Paragraph 3.23 of the Settlement, from the Net
25 Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that
26 they are void if not negotiated within one hundred eight (180) days of their issuance.

27 1.23. "PAGA Allocation" refers to the allocation of the Gross Settlement Amount
28 attributed to PAGA penalties. Of that amount, Fifteen Thousand Dollars and Zero Cents

1 (\$15,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA")
2 representing seventy-five percent (75%) of the PAGA Allocation ("LWDA Payment"), while
3 Five Thousand Dollars and Zero Cents (\$5,000.00), representing twenty-five percent (25%) of
4 the PAGA Allocation, will be paid to Class Members working during the PAGA Period in the
5 prorated amounts stated below in section 3.23, with the time period defined as July 27, 2019
6 through the date of preliminary approval ("Aggrieved Employees").

7 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less (i) the Class
8 Representative Payment approved by the Superior Court (not to exceed \$5,000.00) to each
9 Plaintiff, for a total of Twenty Thousand Dollars (\$20,000.00); (ii) the Class Counsel Fees
10 Payment approved by the Superior Court (not to exceed one-third of the Gross Settlement
11 Amount, which, unless escalated, shall be Thirty Thousand Dollars (\$300,000.00); (iii) the Class
12 Counsel Litigation Expenses Payment approved by the Superior Court (not to exceed Thirty
13 Thousand Dollars (\$30,000.00) (iv) the LWDA Payment; (v) the Settlement Administrator
14 Payment (not to exceed Twenty Thousand Dollars (\$20,000), (vi) any other fees or expenses
15 (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment)
16 incurred by implementing the terms and conditions of this Agreement as approved by the Superior
17 Court.

18 1.25. "Non-Participating Class Member" shall mean a Class Member who submits a
19 complete, valid and timely request to be excluded from the Settlement pursuant to the instructions
20 provided in the Class Notice and/or who has signed a release with Defendant to resolve any claims
21 as alleged in the Action.

22 1.26. "Notice of Objection" means a written statement of objection to the Settlement
23 made and signed by a Settlement Class Member and includes the following: (1) the full name of
24 the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3)
25 the last four (4) digits of the Settlement Class Member's Social Security number and/or the
26 Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class
27 Member intends to appear at the Final Approval Hearing.

28 ///

1 1.27. "Notice of Settlement" means the Notice of Proposed Class Action Settlement
2 (substantially in the form attached hereto as **Exhibit "A"**). This Notice shall be provided in both
3 English and Spanish.

4 1.28. "Operative Complaint" shall refer to the First Amended Complaint in the Action.

5 1.29. "Participating Class Members" means all Settlement Class Members who do not
6 submit a valid and timely Request for Exclusion.

7 1.30. "Parties" means Plaintiffs and Defendants collectively, and "Party" shall mean any
8 Plaintiff or any Defendant, individually.

9 1.31. "Plaintiffs' General Released Claims" means, in addition to the releases made by
10 Participating Class Members, Plaintiffs, on behalf of themselves, their heirs, successors, assigns,
11 executors, trustees, and estates, in exchange for the terms and conditions of this Agreement,
12 including the Class Representative Enhancement Awards requested or as otherwise authorized by
13 the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to
14 the full extent permitted by law, of and from any and all claims arising from their employment
15 with Defendants, known and unknown, asserted and unasserted, which Plaintiffs had or may have
16 had against the Released Parties, whether sounding in tort, in contract, in law, in equity or
17 otherwise, and including but not limited to all claims for violation of any local, state, or federal
18 statute, rule, or regulation. Plaintiffs' General Released Claims shall exclude claims of Renee
19 Montoya and Jacob Montoya arising under the Fair Employment and Housing Act, the California
20 Family Rights Act, intentional infliction of emotional distress, and wrongful termination in
21 violation of public policy.

22 1.32. "Preliminary Approval Date" means the date the Court enters the Preliminary
23 Approval Order for the Settlement.

24 1.33. "Preliminary Approval Order" means the Proposed Order for preliminary approval
25 of the Settlement.

26 1.34. "Released Claims" means any and all claims against the Released Parties asserted
27 in the Operative Complaint in the Action, and any and all claims that may be asserted against
28 the Released Parties based on the factual allegations in the the Operative Complaint in the

1 Action, as follows: For the duration of the Class Period, the release includes: (a) all claims for
2 failure to pay overtime wages and for failure to properly calculate overtime wages; (b) all claims
3 for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive
4 compensation, and for failure to properly calculate minimum wages, straight time wages, bonus,
5 commissions, or incentive compensation; (c) all claims for failure to provide compliant meal and
6 rest periods and associated premium pay, or to properly calculate and/or pay premium pay in
7 lieu of meal and rest periods; (d) all claims for the failure to timely pay wages upon termination;
8 (e) all claims for non-compliant, incomplete, and/or inaccurate wage statements; (f) all claims
9 for failure to reimburse or indemnify for business expenses or losses incurred; (g) all claims for
10 failure to maintain accurate records; (h) all claims asserted through California Business &
11 Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the
12 Operative Complaint in the Action; (i) any other claims or penalties under the wage and hour
13 laws pleaded in the Operative Complaint in the Action; (j) all damages, penalties, interest and
14 other amounts recoverable under the causes of action alleged in the the Operative Complaint in
15 the Action under California law, to the extent possible, including but not limited to the California
16 Labor Code, the Fair Labor Standards Act, 29 USC § 201, *et seq.* ("FLSA")¹, the California
17 Industrial Welfare Commission Wage Orders, as to the facts alleged in the Operative Complaint
18 in the Action, the applicable wage orders as to the facts alleged in the the Operative Complaint
19 in the Action, and the California Unfair Competition Law . For Aggrieved Employees, the
20 release includes, for the duration of the PAGA Period, all claims for civil penalties under PAGA
21 arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual
22 allegations and Labor Code sections alleged to have been violated in the notices filed with the
23 LWDA under Labor Code section 2699.3, which includes, without limitation, Labor Code
24 sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, and
25 2810.5.

26 ///

27 _____
28 ¹ The release extends to the FLSA only insofar as a Class Member timely cashes his or her Individual Settlement Payment check. Only in such an instance will he or she be deemed to have opted into the action for the purposes of the FLSA and thereby waived and released any claims he or she may have under the FLSA.

1 1.35. "Released Parties" means Remo Inc., Remo International Inc., and current and
2 former parents, owners, subsidiaries, predecessors and successors, and each of their respective
3 officers, directors, partners, shareholders and agents, joint venturers, employees and any other
4 successors, assigns.

5 1.36. "Request for Exclusion" means a Settlement Class Member's completed Request
6 for Exclusion form to opt out of the Settlement.

7 1.37. "Response Deadline" means the date forty-five (45) days after the Settlement
8 Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on
9 which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement,
10 or (b) postmark Notices of Objection to the Settlement.

11 1.38. "Settlement" means the terms of this Stipulation of Class and Representative
12 Action Settlement.

13 1.39. "Settlement Class Member(s)" or "Settlement Class" means all non-exempt,
14 hourly-paid employees, currently and formerly employed by Defendants, in the State of
15 California during the Class Period. Aggrieved Employees are included in this Settlement Class.

16 **RECITALS**

17 2.1. Class Certification. The Parties stipulate and agree to the certification of this
18 Action for purposes of this Settlement only. Should the Settlement not become final and effective,
19 class certification shall immediately be set aside (subject to further proceedings on motion of any
20 party to certify or deny certification thereafter), the Settlement shall be deemed null and void, and
21 will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose
22 whatsoever. The Parties' willingness to stipulate to class certification as part of the Settlement
23 shall have no bearing on and shall not be admissible in or considered in connection with, the issue
24 of whether a class should be certified in a non-settlement context in the Actions, and shall have
25 no bearing on and shall not be admissible or considered in connection with the issue of whether
26 a class should be certified in any other lawsuit.

27 ///

28 ///

1 2.2. Procedural History. On July 27, 2020, Plaintiffs Renee Montoya, Cindy Brakebill
2 and Jacob Montoya filed a notice with the LWDA to seek civil penalties for various Labor Code
3 violations. On September 24, 2020, Plaintiff Soledad Marron filed an LWDA Notice for various
4 violations of the Labor Code, including §201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 1174,
5 1194, 1197, 2802 and Industrial Welfare Commission Order No.1-2001 ("Wage Order 1). On
6 September 11, 2020, Plaintiffs Renee Montoya, Cindy Brakebill and Jacob Montoya filed the
7 Montoya Class Action in Los Angeles Superior Court alleging: failure to pay overtime and
8 minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof;
9 waiting time penalties; wage statement violations; failure to indemnify work expenses; and unfair
10 competition. On October 27, 2020, they filed the Montoya PAGA Action for civil penalties under
11 PAGA. On September 30, 2020, Plaintiff Soledad Marron filed a class action Complaint against
12 Defendants Remo Inc. and Remo International Inc. alleging some of the above-referenced wage
13 and hour violations.

14 2.3. Settlement Negotiations. On April 26, 2021, the Parties participated in a private
15 mediation session with Paul Grossman, Esq., an experienced mediator in the field of wage and
16 hour class actions. Prior to the mediation, Class Counsel conducted extensive informal discovery
17 and investigation during the prosecution of the Action. The informal discovery and investigation
18 included, among other things: (1) inspection and analysis of employee documents and data,
19 including personnel files, the time and payroll records for the putative class up through mediation,
20 employment policies and procedures, and other relevant documents; (2) evaluation of legal
21 positions taken by Plaintiffs and Defendants; (3) evaluation of potential class-wide damages and
22 PAGA penalties; and (4) review and research of applicable law with respect to the claims brought
23 by Plaintiffs and the potential claims and potential defenses brought by Defendants. Class
24 Counsel has vigorously prosecuted this Class Action, and Defendants have vigorously defended
25 it. The Parties have engaged in sufficient informal discovery, evaluation, and investigation to
26 assess the relative merits of the claims and contentions of the Parties. Based on this information
27 and the settlement discussions during the mediation conducted at arm's length, the Parties came
28 to an agreement on April 26, 2021 at mediation. The settlement is the result of an informed and

1 detailed evaluation of the potential liability of total exposure in relation to the costs and risks
2 associated with continued litigation of the Action.

3 2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel
4 recognize the length of continued proceedings necessary to litigate their disputes through
5 certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into
6 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
7 inherent in such litigation, including, but not limited to, the risks related to a contested motion for
8 class certification, and the risks related to liability raised by the issues in this case. Plaintiff and
9 Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims
10 asserted in the Action and the difficulties in establishing damages for the Settlement Class
11 Members. Plaintiffs and Class Counsel have also taken into account Defendants' agreement to
12 enter into a settlement that confers substantial relief upon Settlement Class Members. Based on
13 the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is a fair,
14 adequate, and reasonable, and is in the best interests of the Settlement Class Members.

15 2.5. Defendants' Denial of Wrongdoing and Liability and Reasons for Settlement.
16 Defendants contend that the Settlement Class Members were properly and timely paid all wages
17 owed, including, but not limited to, all straight time and overtime, were properly reimbursed for
18 expenses and losses, and were provided meal and rest periods as required under California law.
19 However, Defendants have concluded that any further defense of this litigation would be
20 protracted and expensive for all Parties. Substantial amounts of time, energy and resources of
21 Defendants have been and, unless this Settlement is made, will continue to be devoted to the
22 defense of the claims asserted by Plaintiffs and Settlement Class Members. Defendants also have
23 taken into account the risks of further litigation in reaching their decision to enter into this
24 Settlement. Defendants have concluded that further proceedings in the Action would be
25 protracted and expensive and that it is desirable that the Action be fully and finally settled in the
26 manner and upon the terms and conditions set forth in this Settlement in order to dispose of
27 burdensome and protracted litigation, to permit the operation of Defendants' business without
28 further expensive litigation and the distraction and diversion of its personnel with respect to

1 matters at issue in the Actions. Defendants also have taken into account the uncertainty and risks
2 inherent in any litigation, especially in complex cases such as this Action. Defendants have
3 therefore determined that it is desirable and beneficial to them that the Action be settled in the
4 manner and upon the terms and conditions set forth in this Settlement.

5 2.6. No Admissions. The Parties understand and agree that this Settlement is the result
6 of a good faith compromise of disputed claims and allegations, and Defendants are entering into
7 this Settlement Agreement solely to resolve doubtful and disputed matters. No part of this
8 Settlement Agreement or any conduct or written or oral statements made in connection with this
9 Settlement, whether or not the Settlement Agreement is finally approved and/or consummated,
10 may be offered as or construed to be an admission or concession of any kind by either of the
11 Parties. In particular, but without limiting the generality of the foregoing, nothing about this
12 Settlement or Settlement Agreement shall be offered or construed as an admission that
13 Defendants have violated any of their obligations under the California Labor Code, or of liability
14 in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of
15 Defendants and/or Released Parties. In addition, this Settlement Agreement shall not be offered
16 or be admissible in evidence against any of the Parties or any of the Released Parties, except in
17 any action or proceeding brought by or against Plaintiffs, the Class, Settlement Class Members,
18 or Defendants to enforce its terms, or by Defendants in defense of any claims brought by
19 Plaintiffs, the Class, and Settlement Class Members. The provision of this paragraph shall
20 become effective when this Settlement is signed and shall be binding on the Parties and their
21 counsel regardless of whether the Settlement Agreement is preliminarily and/or finally approved
22 or terminated for any reason, or rendered null and void.

23 2.7. Settlement Class Members' Claims. Plaintiffs claim that the Released Claims
24 have merit and give rise to liability on the part of Defendants. This Settlement is a compromise
25 of disputed claims. Nothing contained in this Settlement and no documents referred to herein,
26 nor any action taken to carry out this Settlement may be construed or used as an admission by
27 or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
28 claims asserted.

1 2.8. Defendants' Defenses. Defendants have denied and continue to deny each and all
2 of the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendants have
3 expressly denied and continue to deny all charges of wrongdoing or liability against them arising
4 out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants
5 contend that they complied in good faith with all California and federal wage-and-hour laws and
6 have dealt legally and fairly with Plaintiffs and Settlement Class Members and Aggrieved
7 Employees. Defendants further deny that, for any purpose other than settling the Action, these
8 claims are appropriate for class or representative treatment.

9 2.9. Gross Amount Payable by Defendants. Under the terms of this Settlement, the
10 gross amount payable by Defendants shall be Nine Hundred Thousand Dollars and Zero Cents
11 (\$900,000.00) unless that amount shall be escalated as set forth in this Agreement, exclusive of
12 Employer's Taxes attributable to the Individual Settlement Payments allocated to wages payable
13 to Participating Class Members, which shall be paid separate and apart from the Gross
14 Settlement Amount.

15 3. **TERMS OF SETTLEMENT**

16 The Parties agree as follows:

17 3.1. Binding Settlement. This Settlement shall bind the Parties, all Aggrieved
18 Employees and all Participating Class Members, subject to the terms and conditions hereof and
19 the Court's approval.

20 3.2. Release By Plaintiffs and All Settlement Class Members.

21 3.2.1. Release By All Settlement Class Members. Effective only upon the
22 entry of an Order granting Final Approval of the Settlement, entry of
23 Judgment, and payment by Defendants to the Settlement Administrator
24 of the full Gross Settlement Amount (as the same may be escalated
25 pursuant to this Agreement) and Employer's Taxes necessary to
26 effectuate the Settlement, all Participating Class Members, including
27 the Plaintiffs, will be deemed to have fully, finally and forever released,
28

1 settled, compromised, relinquished, and discharged the Released
2 Parties from the Released Claims for the Class Period.

3 3.2.2. Release By Plaintiffs. Effective only upon the entry of an Order
4 granting Final Approval of the Settlement, entry of Judgment, and
5 payment by Defendants to the Settlement Administrator of the full
6 Gross Settlement Amount (as the same may be escalated pursuant to
7 this Agreement) and Employer's Taxes necessary to effectuate the
8 Settlement, Plaintiffs will be deemed to have fully, finally and forever
9 released, settled, compromised, relinquished, and discharged any and
10 all of Plaintiffs' General Released Claims against the Released Parties.
11 With respect to the Plaintiffs' General Released Claims only, Plaintiffs
12 shall be deemed to have, and by operation of the Final Judgment shall
13 have, expressly waived and relinquished, to the fullest extent permitted
14 by law, the provisions, rights, and benefits of section 1542 of the
15 California Civil Code, or any other similar provision under federal or
16 state law, which section provides:

17
18 *A general release does not extend to claims which the creditor does*
19 *not know or suspect to exist in his or her favor at the time of*
20 *executing the release, which if known by him or her must have*
21 *materially affected his or her settlement with the debtor.*

22 Plaintiffs may hereafter discover facts in addition to or different from those they now
23 know or believe to be true with respect to the subject matter of the Plaintiffs' General Released
24 Claims and the Released Claims, but upon the Effective Date, shall be deemed to have, and by
25 operation of the Final Judgment shall have, fully, finally, and forever settled and released any and
26 all of the Plaintiffs' General Released Claims and the Released Claims, whether known or
27 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
28 have existed, upon any theory of law or equity now existing or coming into existence in the future.

1 Nothing in this Agreement shall purport to release the claims of Renee Montoya and Jacob
2 Montoya arising under the Fair Employment and Housing Act, the California Family Rights Act,
3 intentional infliction of emotional distress, and wrongful termination in violation of public policy
4 against Defendants and the Released Parties, which claims shall be released via a separate release
5 of claims.

6 3.3. Release By Defendants: Pursuant to this Agreement, Defendants and Released
7 Parties and on behalf of their agents, representatives, attorneys, insurers, assigns, and/or anyone
8 acting on their respective behalf, and in consideration of the promises, assurances, and covenants
9 set forth in this Agreement, hereby fully release the Employees and Employees' heirs, agents,
10 representatives, assigns, executors, and/or anyone on Employee's behalf (collectively, the
11 "Employee Released Parties") from all claims or causes of action by reason of any injuries
12 and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which
13 the Company has sustained or which may be sustained as a result of any facts and circumstances
14 arising out of or in any way related to Plaintiffs' employment with Defendants, or either of them,
15 and to any other disputes, claims, disagreements, or controversies, between the Parties up to and
16 including the date of this Agreement is signed.

17 3.4. Tax Liability. The Parties understand and agree that the Parties are not providing
18 tax or legal advice. Participating Class Members and Aggrieved Employees will remain
19 responsible for any Employee Taxes. Participating Class Members and Aggrieved Employees
20 will assume any employee tax obligations or consequences that may arise from this Settlement
21 and should consult with a tax expert if they have questions. However, Individual Settlement
22 Payments will be allocated as follows: twenty percent (20%) as wages (a W-2 will be issued)
23 and eighty percent (80%) as interest and penalties (a 1099 will be issued). Individual PAGA
24 Payments will be allocated as one hundred percent (100%) penalties. Any required payroll
25 deductions will be based on this apportionment. The Parties agree that, in the event that any
26 taxing body determines that additional employee taxes are due from any Participating Class
27 Member and/or Aggrieved Employee, such Participating Class Member and/or Aggrieved
28

1 Employee assumes all responsibility for the payment of such taxes.

2 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
3 of this Settlement, and no written communication or disclosure between or among the Parties,
4 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any
5 such communication or disclosure constitute or be construed or be relied upon as, tax advice
6 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
7 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
8 independent legal and tax counsel for advice (including tax advice) in connection with this
9 Settlement, (b) has not entered into this Settlement based upon the recommendation of any other
10 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
11 communication or disclosure by any attorney or advisor to any other party to avoid any tax
12 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
13 other party has imposed any limitation that protects the confidentiality of any such attorney's or
14 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
15 by the acknowledging party of the tax treatment or tax structure of any transaction, including
16 any transaction contemplated by this Settlement.
17

18 3.6. Settlement Approval and Implementation Procedures. As part of this Settlement,
19 the Parties agree to the following procedures for obtaining the Court's preliminary approval of
20 the Settlement, certifying the Settlement Class, notifying Settlement Class Members and/or
21 Aggrieved Employees of the Settlement, obtaining the Court's final approval of the Settlement,
22 and processing the Individual Settlement Payments and Individual PAGA Payments.

23 3.7. Preliminary Approval and Certification. As soon as practicable after execution of
24 this Settlement, Plaintiffs will submit this Settlement to the Court for its preliminary approval.
25 Such submission will include this Settlement, the proposed Class Notice, the proposed
26 Preliminary Approval Order, and any memoranda and evidence as may be necessary for the
27 Court to determine that this Settlement is fair, adequate, and reasonable. Plaintiffs will request
28 the Court to enter an order conditionally certifying the Settlement Class after the preliminary

1 approval hearing, in accordance with California Rules of Court, Rule 3.769(c). Defendants shall
2 not oppose the motion and request.

3 3.8. Class Information. Within fourteen (14) calendar days after the entry of the
4 Preliminary Approval Order, Defendant, shall provide the Settlement Administrator with the
5 Class Information for purposes of mailing Class Notices to Settlement Class Members,
6 including: 1. Class Member's full name; 2. Class Member's last known address; 3. Class
7 Member's last four (4) digits of social security number; 4. Class Member's employee
8 identification number; and 5 based on Defendant's payroll records, the Class Member's total
9 number of workweeks. The Settlement Administrator shall use commercially reasonable efforts
10 to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized
11 disclosure or use of such data other than as permitted by the Settlement. The Settlement
12 Administrator shall ensure that the Class Notice and any other communications to Class
13 Members shall not include the Class Members' social security number, except for the last four
14 (4) digits, if necessary.

15
16 3.9. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
17 Settlement Administrator will perform a search on the National Change of Address database to
18 update the Settlement Class Members' addresses. No more than fourteen (14) calendar days
19 after receiving the Class Information from Defendant, as provided herein, the Settlement
20 Administrator shall mail copies of the Class Notice, written in both English and Spanish, to all
21 Settlement Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall
22 exercise its best judgment to determine the current mailing address for each Settlement Class
23 Member. The address identified by the Settlement Administrator as the current mailing address
24 shall be presumed to be the best mailing address for each Settlement Class Member.

25 3.10. Undeliverable Notices. Any Notice Packets returned to the Settlement
26 Administrator as undeliverable on or before the forty-five (45) day Response Deadline shall be
27 re-mailed to the forwarding address affixed thereto.

28 ///

1 3.11. For each Settlement Class Member whose Class Notice is returned, there will be
2 one (1) skip trace by the Settlement Administrator. If an updated mailing address is identified,
3 the Settlement Administrator shall resend the Class Notice to the Settlement Class Member. One
4 (1) supplemental Class Notice shall be mailed to each Settlement Class Member whose original
5 Class Notice is returned as undeliverable to the Settlement Administrator. Such re-mailing shall
6 be made within five (5) business days of the Settlement Administrator receiving notice that the
7 respective Class Notice was undeliverable. Any requests by the Settlement Administrator for
8 documents or information from Defendants must be responded to within a reasonable amount
9 of time by counsel for Defendants. It is the intent of the Parties that reasonable means be used
10 to locate the Settlement Class Members and apprise them of their rights.

11 3.12. Settlement Class Members to whom Class Notices are resent after having been
12 returned undeliverable to the Settlement Administrator, during the entire Response Deadline,
13 shall have an additional fourteen (14) calendar days from the date of re-mailing, or until the
14 forty-five (45) day Response Deadline has expired, whichever is later, to mail the Request for
15 Exclusion or a Notice of Objection. Class Notices that are resent shall inform the recipient of
16 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive
17 means used to determine whether a Settlement Class Member has returned his or her Request
18 for Exclusion on or before the adjusted deadline. If a Settlement Class Member's Class Notice
19 is returned to the Settlement Administrator more than once as undeliverable, then an additional
20 Class Notice shall not be re-mailed. Nothing further shall be required of, or done by, the Parties,
21 Class Counsel, or Defendants' Counsel to provide notice of the proposed Settlement.

22 3.13. Compliance with the procedures specified in paragraphs 3.9-3.12 of this
23 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
24 Settlement and shall satisfy the requirement of due process. In the event the procedures set forth
25 herein are followed and the intended recipient of a Class Notice still does not receive the Class
26 Notice, the intended recipient will be a Participating Class Member and will be bound by all
27 terms of the Settlement and the Order Granting Final Approval entered by the Court. Nothing
28

1 else shall be required of, or done by, the Parties, Class Counsel, and Defendants' Counsel to
2 provide notice of the proposed Settlement.

3 3.14. Disputes. Settlement Class Members will have the opportunity during the forty-
4 five (45) day response period, should they disagree with Defendants' records regarding their
5 days worked during the Class Period, to provide documentation and/or an explanation to show
6 contrary days worked. A space will be provided on the Notice of Settlement Payment for Class
7 Members to raise such disputes. For a Settlement Class Member's dispute to be considered, the
8 Settlement Class Member must fully complete the Notice and timely return it to the Settlement
9 Administrator. Settlement Class Members will have forty-five (45) days after the date the Class
10 Notice is mailed by the Settlement Administrator to mail in a dispute, including any supporting
11 evidence the Settlement Class Member may have. If a Settlement Class Member's Class Notice
12 is re-mailed, the Settlement Class Members shall have an additional fourteen (14) calendar days
13 from the date of re-mailing or until the forty-five (45) Response Deadline has expired, whichever
14 is later to provide his/her dispute. The date of the postmark of the return mailing envelope shall
15 be the exclusive means used to determine whether a dispute has been timely submitted to the
16 Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with
17 the Parties to determine whether an adjustment is warranted. If the Parties are unable to reach
18 an agreement as to the amount of the adjustment or if an adjustment is warranted, then each side
19 will submit a three (3) page brief to the Court, outlining each side's respective position and have
20 the Court decide the outstanding issue. The Court's determination of the eligibility for and
21 amount of any Individual Settlement Payment shall be binding upon the Settlement Class
22 Member and the Parties. The Settlement Administrator shall determine the eligibility for, and
23 the amounts of, any Individual Settlement Payments under the terms of this Settlement, except
24 for any disputes brought to the Court's attention, described herein. The Settlement
25 Administrator's determination of the eligibility for and amount of any Individual Settlement
26 Payment and/or Individual PAGA Payment shall be binding upon the Settlement Class Member
27 and the Parties.
28

1 3.15. Exclusions (Opt-Outs). The Class Notice shall state that Settlement Class
2 Members who wish to exclude themselves from the Settlement must submit a Request for
3 Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name,
4 address, and the last four (4) digits of the Social Security number of the Settlement Class
5 Member requesting exclusion/ or an Employee Identification Number, (2) must be signed by the
6 Settlement Class Member; and (3) must be postmarked by the Response Deadline and returned
7 to the Settlement Administrator at the specified address. If the Request for Exclusion does not
8 contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this
9 Settlement. If any Request for Exclusion is incomplete or deficient, the Settlement
10 Administrator shall send a letter informing the Settlement Class Member of the deficiency
11 within three (3) business days. If a Settlement Class Member's Class Notice is re-mailed, the
12 Settlement Class Member shall have an additional fourteen (14) calendar days from the date of
13 re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later to
14 submit his/her Request for Exclusion. The date of the postmark on the return-mailing envelope
15 shall be the exclusive means used to determine whether a Request for Exclusion has been timely
16 submitted. Any Settlement Class Member who requests to be excluded from the Settlement will
17 not be entitled to any recovery under the Class Settlement allocation and will not be bound by
18 the terms of the class settlement. However,, if he or she is an Aggrieved Employee, he or she
19 will still receive an Individual PAGA Payment and be bound by the release of PAGA civil
20 penalties for the PAGA Period. Class Members who receive a Class Notice, but fail to submit a
21 valid and timely Request for Exclusion on or before the Response Deadline, shall be bound by
22 all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is
23 approved by the Court. Even if a Class Members submits a timely Request for Exclusion, the
24 Class Member will still receive an Individual PAGA Settlement from the PAGA allocation. At
25 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members
26 of the Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel
27 shall not represent any Settlement Class Member with respect to any such Requests for
28

1 Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also
2 submit a Notice of Objection; if they do, the Notice of Objection will be deemed invalid. No
3 later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall
4 provide counsel for the Parties with a complete list of all Settlement Class Members who timely
5 submitted Exclusions.

6 3.16. Objections. The Class Notice shall state that Settlement Class Members who wish
7 to remain Settlement Class Members, but desire to object to the Settlement must not submit a
8 Request for Exclusion. They must instead submit a written statement of objection ("Notice of
9 Objection") by the Response Deadline to the Settlement Administrator by mail, fax or email.
10 The Notice of Objection must be signed by the Settlement Class Member or his or her legal
11 representative and state: (1) the full name of the Settlement Class Member; (2) the dates of
12 employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class
13 Member's Social Security number; (4) the basis for the objection; and (5) whether the Settlement
14 Class Member intends to appear at the Final Approval Hearing. The Notice of Objection must
15 be postmarked by the Response Deadline and returned to the Settlement Administrator at the
16 specified address to be considered. If a Settlement Class Member's Class Notice is re-mailed,
17 the Settlement Class Member shall have an additional fourteen (14) calendar days from the date
18 of re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later
19 to submit his/her Notice of Objection. Within five (5) calendar days of receiving a Notice of
20 Objection from a Settlement Class Member, the Settlement Administrator shall forward the
21 notice of objection to Class Counsel and Defendants' Counsel. Class Counsel thereafter will
22 lodge the Settlement Class Member's Notice of Objection with the Court. Settlement Class
23 Members, regardless of whether or not they submit a timely Notice of Objection, will have a
24 right to appear at the Final Approval Hearing, with or without an attorney, in order to have their
25 objections heard by the Court. The Settlement Class Members also may appear at the Final
26 Approval Hearing remotely via LACourtConnect or other acceptable remote means. At no time
27 shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
28

1 Members to file or serve written objections to the Settlement or appeal from the Final Judgment.
2 Class Counsel shall not represent any Settlement Class Members with respect to any such
3 objections.

4 3.17. Plaintiffs' Participation. By executing this Settlement, Plaintiffs hereby stipulate
5 they will not object to or exclude themselves from the Settlement in anyway.

6 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their
7 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
8 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
9 Members to submit either written objections to the Settlement or Requests for Exclusion from
10 the Settlement, or to appeal from the Court's Final Judgment.

11 3.19. Funding of the Gross Settlement. This is a non-reversionary Settlement in which
12 Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross
13 Settlement Amount will revert to Defendants. Defendants shall fully fund the Settlement within
14 fourteen (14) calendar days after the Final Approval Date, including Employer's Taxes. No
15 payments from the Gross Settlement Amount shall be made before the Gross Settlement Amount
16 is fully funded. No release in this Settlement shall be effective until the Gross Settlement
17 Amount and Employer's Taxes are paid to the Settlement Administrator. If Defendants default,
18 Plaintiffs and all Participating Class Members will be able to pursue all claims, and the
19 Settlement becomes null and void.
20

21 3.20. No more than five (5) business days after the Gross Settlement Amount is fully
22 funded, the Settlement Administrator will provide the Parties with an accounting of all
23 anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be
24 calculated by deducting from the Gross Settlement Amount payments for (1) Class
25 Representatives Enhancement Awards, as specified in this Settlement and approved by the
26 Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)
27 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement
28 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the

1 LWDA Payment, as specified in this Settlement and approved by the Court. The Net Settlement
2 Amount shall be distributed in Individual Settlement Payments and Individual PAGA Payments
3 in accordance with this Settlement Agreement.

4 3.21. Individual Settlement Payments. Each Participating Class Member shall be
5 eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement
6 Amount, based on the number of weeks worked by the Participating Class Member during the
7 Class Period, as a proportion of all weeks worked by all Participating Class Members during the
8 Class Period. Individual Class Settlement Payments shall be paid pursuant to the formula set
9 forth below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail
10 to Participating Class Members' last known mailing address no later than fifteen (15) calendar
11 days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will
12 specifically indicate that they are void if not negotiated within one hundred eight (180) days of
13 their issuance. Individual Class Settlement Payments reflect settlement of a dispute regarding
14 wages, interest, and penalties. Individual Settlement Payments will be allocated as follows:
15 twenty percent (20%) as wages; and eighty percent (80%) as interest and penalties. The "wage"
16 portion of each Individual Settlement Payment will be reduced by Employee Taxes. The
17 Settlement Administrator shall issue the appropriate tax documents associated with the
18 Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as
19 "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."
20

21 3.22. Individual PAGA Payments. Each Aggrieved Employee shall be eligible to
22 receive an Individual PAGA Payment, which is a share of the PAGA Allocation attributed to
23 Aggrieved Employees based on the number of weeks worked by the Participating Class Member
24 during the PAGA Period, as a proportion of all weeks worked by all Aggrieved Employees
25 during the PAGA Period. Individual PAGA Payments shall be paid pursuant to the formula set
26 forth below. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to
27 Aggrieved Employees' last known mailing addresses no later than fifteen (15) calendar days
28 after the Gross Settlement Amount and Employer's Taxes are fully funded. Individual PAGA

1 Payments will specifically indicate that they are void if not negotiated within one hundred eight
2 (180) days of their issuance. Individual PAGA Payments reflect settlement of a dispute
3 regarding civil penalties. The Individual PAGA Payments are not subject to taxes.

4 3.23. Individual Settlement Payment Formula. After deducting the Class Counsel
5 Award and Class Counsel Costs, the LWDA Payment, Class Representatives' Enhancement
6 Awards, and Settlement Administration Costs, the remaining funds (the "Net Settlement
7 Amount"), will be distributed as follows:

8 3.23.1. Defendants will produce to the Settlement Administrator the total
9 number of Workweeks worked by each Settlement Class Member
10 during the Class Period ("Class Member's Workweeks"), as well as the
11 aggregate number of Workweeks worked by all Settlement Class
12 Members during the Class Period ("Class Workweeks"). Additionally,
13 Defendants will produce to the Settlement Administrator the total
14 number of Workweeks worked by each Aggrieved Employee during
15 the PAGA Period ("Aggrieved Employee's Workweeks"), as well as
16 the aggregate number of Workweeks worked by all Aggrieved
17 Employees during the PAGA Period ("PAGA Workweeks").

18 3.23.2. To determine each Settlement Class Member's Individual
19 Settlement Share, the Settlement Administrator will use the following
20 formula: Individual Settlement Share = (Settlement Class Member's
21 Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 3.23.3. To determine each Participating Class Member's Individual
23 Settlement Share, the Settlement Administrator will be provided the
24 aggregate number of Workweeks worked by all Participating Class
25 Members during the Class Period ("Participating Class Workweeks")
26 and use the following formula: Individual Settlement Share =
27 (Participating Class Member's Workweeks ÷ Participating Class
28

Workweeks) × Net Settlement Amount.

3.23.4. The net amount of the Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s).

3.23.5. To determine each Aggrieved Employee's PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the portion of the PAGA Payment paid to PAGA Aggrieved Employees). This amount is to be paid out to Aggrieved Employees by way of check.

3.24. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment and Individual PAGA Payment, and they may only receive an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. Even if a Settlement Class Member submits a valid and timely Request for Exclusion, the Class Member still shall be entitled to receive an Individual PAGA Payment. Plaintiffs, however, are each, also eligible to receive a Class Representative Enhancement Award.

3.25. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.26. If a check for an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search. If another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If an Individual Settlement Payment check is returned to the Settlement Administrator a second time as undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that check. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-

1 day period, checks for such payments shall be canceled and funds associated with such checks
2 shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil
3 Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any,
4 as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal
5 Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los
6 Angeles County. The Settlement Administrator shall prepare a report regarding the distribution
7 plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the
8 Court by Class Counsel along with a proposed amended judgment that is consistent with the
9 provisions of Code of Civil Procedure section 384.

10 3.27. Class Representatives Enhancement Award. Defendants agree not to oppose or
11 object to any application or motion by Plaintiffs for a Class Representatives Enhancement
12 Award, not to exceed Five Thousand Dollars (\$5,000.00) for each of the named Plaintiffs, Renee
13 J. Montoya, Cindy L. Brakebill, Jacob R. Montoya and Soledad Marron (totaling Twenty
14 Thousand Dollars (\$20,000.00), as consideration for the Plaintiff's General Released Claims
15 and each plaintiff's time and effort in bringing and prosecuting this matter. The Class
16 Representatives Enhancement Award shall be paid to each of the Named Plaintiffs from the
17 Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement
18 Amount is fully funded. The Settlement Administrator shall issue an IRS Form 1099 — MISC
19 to Plaintiffs, and each of them, for their Class Representative Enhancement Awards. Plaintiffs,
20 and each of them, shall be solely and legally responsible for payment of all applicable taxes on
21 their Class Representative Enhancement Award, and shall hold harmless Defendants and Class
22 Counsel and Defendants' counsel from any claim or liability for taxes, penalties, or interest
23 arising as a result of the Class Representative Enhancement Award. The Class Representatives
24 Enhancement Award shall be in addition to Plaintiffs' Individual Payments as Participating
25 Class Members, as well as their Individual PAGA Payments, should they be entitled to one. In
26 the event that the Court awards lesser amounts than the Class Representative Enhancement
27 Awards requested, then any portion of the requested amounts not awarded to Plaintiffs shall be
28

1 added to the Net Settlement Amount. Plaintiffs shall not have the right to revoke their agreement
2 to the Settlement on the grounds the Court did not approve any or all of his request for a Class
3 Representative Enhancement Award.

4 3.28. Class Counsel Award and Costs. Defendants agree not to oppose or object to any
5 application or motion by Class Counsel for a Class Counsel Award not to exceed one-third of
6 the Gross Settlement Amount which, unless escalated pursuant to this Agreement, shall equal
7 Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), as well as Class Counsel Costs
8 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), all of which will be paid
9 from the Gross Settlement Amount. The Class Counsel Award and Class Counsel Costs shall
10 be paid no later than fifteen (15) calendar days after the Gross Settlement Amount is fully
11 funded. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
12 payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
13 Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This
14 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
15 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
16 and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement
17 Amount.
18

19 3.29. PAGA Settlement Allocation. Subject to Court approval, the Parties shall allocate
20 a total of Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount for the
21 compromise of claims for civil penalties brought under the PAGA (the "PAGA Allocation").
22 Per California Labor Code section 2699(i), Seven Thousand Five Hundred Dollars (\$7,500.00),
23 representing seventy-five percent (75%) of the PAGA Allocation, will be paid to California's
24 Labor Workforce Development Agency. The remaining Two Thousand Five Hundred Dollars
25 (\$2,500.00), representing twenty-five percent (25%) of the PAGA Allocation, shall be part of
26 the Net Settlement Amount to be distributed to Participating Class Members.

27 ///

28 ///

1 LWDA PAGA Allocation. The Parties agree to allocate Twenty Thousand Dollars
2 (\$20,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
3 seventy-five percent (75%) of the amount allocated toward PAGA, Fifteen Thousand Dollars
4 (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%)
5 will remain a part of the Net Settlement Amount of Two Thousand Five Hundred Dollars
6 (\$2,500.00), to be distributed to Aggrieved Employees on a *pro rata* basis, based upon their
7 respective Workweeks in the PAGA Period.

8 3.30. Defendants' Option to Terminate Settlement. If the number of Settlement Class
9 Members who opt out by submitting Requests for Exclusion exceeds seven and-a-half percent
10 (7.5%) of the total number of Settlement Class Members, then Defendants may, in the exercise
11 of their sole discretion, abrogate this Agreement. Defendants' right expires calendar days after
12 the Response Deadline. In the event Defendants exercise this option, the costs of administration
13 shall be borne by Defendants. If Defendant decide to void the Settlement, then the Settlement
14 and conditional class certification shall be considered void, and neither the Settlement,
15 conditional class certification, nor any of the related negotiations or proceedings, shall be of any
16 force or effect, and the Parties shall stand in the same position, without prejudice, as if this
17 Settlement had been neither entered into nor filed with the Court.

18 3.31. Settlement Administration Costs. The Settlement Administrator shall be paid for
19 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
20 administration are not to exceed Twenty Thousand Dollars (\$20,000.00), unless the court
21 approves a higher amount. No fewer than fourteen (14) calendar days prior to the Final
22 Approval Hearing, the Settlement Administrator shall provide the Parties with a statement
23 detailing the costs of administration. The Settlement Administrator, on Defendants' behalf,
24 shall have the authority and obligation to make payments, credits and disbursements, including
25 payments and credits in the manner set forth in this Settlement, to Participating Class Members
26 and Aggrieved Employees, calculated in accordance with the methodology set out in this
27 Settlement and orders of the Court. The Parties agree to cooperate in the administration of the
28

1 Settlement and to make all reasonable efforts to control and minimize the costs and expenses
2 incurred in administration of the Settlement. The Parties and their respective counsel each
3 represent they do not have any financial interest in the Settlement Administrator or otherwise
4 have a relationship with the Settlement Administrator that could create a conflict of interest.
5 The Settlement Administrator shall be responsible for: processing and mailing all court-
6 approved payments to the Plaintiffs, Class Counsel, Participating Class Members, Aggrieved
7 Employees and the LWDA; printing and mailing the Class Notices to the Settlement Class
8 Members as called for in this Settlement and ordered by the Court; receiving and reporting
9 Notice of Objections and Requests for Exclusion submitted by Settlement Class Members;
10 providing declaration(s) as necessary in support of preliminary and/or final approval of this
11 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
12 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised
13 of the performance of all Settlement Administrator responsibilities. Any legally mandated tax
14 reports, tax forms, tax filings, or other tax documents required by administration of this
15 Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in
16 connection with such preparation shall be Settlement Administration Costs. The Settlement
17 Administrator shall be paid the Settlement Administration Costs from the Gross Settlement
18 Amount no later than fifteen (15) calendar days after the Gross Settlement Amount is fully
19 funded.
20

21 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,
22 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and
23 the Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the
24 Class Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA
25 Payment; and (v) the Settlement Administration Costs. Settlement Class Members, may (though
26 they are not required to) appear at the Final Approval Hearing, either in person or through the
27 objector's own counsel, at his or her own expense, and orally object to the Settlement. Any
28 attorney who will represent an individual objecting to this Settlement must file a notice of

1 appearance with the Court and serve Class Counsel and Defendants' counsel no later than fifteen
2 (15) calendar days before the Final Approval Hearing. Any Settlement Class Member who
3 attends the Final Approval Hearing and asks to speak regarding his or her objection may be heard
4 by the Court. The Settlement Class Members may also appear remotely via LACourtConnect or
5 other acceptable remote or telephonic means.

6 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final
7 Approval Hearing, the Parties shall request that the Court enter the Final Judgment, with the
8 Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court
9 grants final approval to the Settlement, notice of Final Approval shall be posted on the
10 Settlement Administrator's website, at www.phoenixclassaction.com.

11 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Participating
12 Class Members and Aggrieved Employees pursuant to this Settlement will not count as earnings
13 or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by
14 Defendants. It is expressly understood and agreed that the receipt of the Individual Settlement
15 Payment and/or Individual PAGA Payment shall not entitle any Participating Class Member
16 and/or Aggrieved Employee to additional compensation or benefits under any collective
17 bargaining agreement or under any bonus, contest or other compensation or benefit plan or
18 agreement in place during the period covered by the Settlement, nor shall it entitle any
19 Participating Class Member and/or Aggrieved Employee to any increased pension and/or
20 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
21 Settlement Payments and/or Individual PAGA Payments provided for in this Stipulation are the
22 sole payments to be made by Defendants to Participating Class Members and/or Aggrieved
23 Employees in connection with this Settlement, with the exception of Plaintiffs, and that the
24 Participating Class Members and/or Aggrieved Employees are not entitled to any new or
25 additional compensation or benefits as a result of having received the Individual Settlement
26 Payments and/or Individual PAGA Payments. Furthermore, the receipt of Individual Settlement
27 Payments by Participating Class Members and Individual PAGA Payments by Aggrieved
28

1 Employees shall not, and does not, by itself establish any general, special, or joint employment
2 relationship between and among the Participating Class Member(s) and/or Aggrieved
3 Employees, on the one hand, and Defendants, on the other hand.

4 3.35. Escalation of Gross Settlement Amount. Defendants represent that there are no
5 more than 27,155 workweeks worked from September 11, 2016 through April 26, 2021. In the
6 event the number of workweeks worked during this timeframe increases by more than 10%, or
7 2,716 workweeks worked, then the GFV shall be increased proportionally by the workweeks in
8 excess of 27,155 multiplied by the workweek value. The workweek value shall be calculated by
9 dividing the Gross Settlement Amount by 27,155. The Parties agree that the workweek value
10 amounts to and the settlement amounts to \$33.14 per workweek ($\$900,000 / 27,155$ workweeks).
11 Thus, for example, should there be 30,000 workweeks in the Class Period, then the GFV shall
12 be increased by \$94,283.30. (30,000 workweeks – 27,155 workweeks x \$33.14/workweek.)

13 3.36. Nullification of Settlement. In the event: (i) the Court does not enter the
14 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of
15 the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided
16 herein; or (iv) the Settlement does not become final for any other reason, and the Parties are not
17 able to achieve final approval through reasonable efforts that do not require change in material
18 terms of this Agreement, this Settlement shall be null and void and any order or judgment
19 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
20 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned
21 to their respective statuses as of the date and time immediately prior to the execution of this
22 Settlement, and the Parties shall proceed in all respects as if this Settlement had not been
23 executed, except that any costs and fees already incurred by the Settlement Administrator shall
24 be paid jointly by the Parties. In the event an appeal is filed from the Court's Final Judgment,
25 or any other appellate review is sought, administration of the Settlement shall be stayed pending
26 final resolution of the appeal or other appellate review, and any other payments required
27 hereunder by Defendants will not be paid pending the completion and final resolution of the
28

1 appeal, and any payment thereafter will: (1) occur only if the Order Granting Final Approval is
2 upheld after all appeals; and (2) be in a manner that is provided for in the Settlement and in the
3 Order Granting Final Approval.

4 3.37. No Admission by the Parties. Defendants deny any and all claims alleged in this
5 Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission,
6 and shall not be used against Defendants as an admission or indication, with respect to any
7 claim, of any fault, concession, or omission by Defendants. Neither this Settlement, nor any of
8 its terms and conditions, nor any of the negotiations connected with it, is a concession or
9 admission, and none shall be used against Defendants as an admission or indication with respect
10 to any claim of any fault, concession, or omission by Defendants or that class certification is
11 proper under the standard applied to contested certification motions. The Parties stipulate and
12 agree to the certification of the proposed class for settlement purposes only. The Parties further
13 agree that this Settlement will not be admissible in this or any other proceeding as evidence that
14 either: (i) a class action should be certified or (ii) Defendants or the Released Parties are liable
15 to Plaintiff or any Settlement Class Member, other than according to the terms of this Settlement.
16

17 3.38. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
18 the interpretation, calculation or payment of settlement claims, or other disputes regarding
19 compliance with this Settlement shall be resolved as follows:

20 3.39. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class
21 Members, or Defendants, at any time believe that the other Party or Parties have breached or
22 acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing of
23 the alleged violation. Upon receiving notice of the alleged violation or dispute, the responding
24 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating
25 Party with the reasons why the Party disputes all or part of the allegation.

26 3.39.1. If the response does not address the alleged violation to the initiating
27 Party's satisfaction, the Parties shall negotiate in good faith for up to ten
28 (10) calendar days to resolve their differences.

1 3.39.2. If thereafter, the Parties still cannot resolve the dispute, the Parties shall
2 utilize the services of Paul Grossman, Esq. (the "Mediator") in a good-
3 faith attempt to mediate and resolve the dispute.

4 3.39.3. If the Parties are unable to resolve their differences after twenty (20)
5 calendar days after the involvement of the Mediator, either Party may
6 file an appropriate motion for enforcement with the Court.

7 3.40. Exhibits and Headings. The terms of this Settlement include the terms set forth in
8 Exhibit A and B , which are attached to this Settlement and incorporated by this reference as
9 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of
10 the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are
11 inserted for convenience of reference only and do not constitute a part of this Settlement.

12 3.41. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
13 Action and thereafter implement and complete the Settlement with the exception of actions by
14 the Parties intended to further approval of this Settlement.

15 3.42. Publicity and Confidentiality. Plaintiffs and Class Counsel agree not to disclose
16 or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
17 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
18 person or entity, except potential class members and as shall be contractually required to
19 effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section
20 means Plaintiffs and Class Counsel agree not to issue press releases, communications with, or
21 respond to any media or publication entities, publish information in manner or form, whether
22 printed or electronic, on any medium or otherwise communicate, whether by print, video,
23 recording or any other medium, with any person or entity concerning the Settlement, including
24 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
25 except as shall be contractually required to effectuate the terms of the Settlement as set forth
26 herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
27 counsel in other actions, Class Counsel may disclose the name of the Parties in this action and
28

1 the venue/case number of this action (but not any other settlement details) for such purposes.

2 3.43. Amendment or Modification. This Settlement may be amended or modified only
3 by a written instrument signed by counsel for all Parties.

4 3.44. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
5 agreement among these Parties, and no oral or written representations, warranties or
6 inducements have been made to any Party concerning this Settlement or its exhibit, other than
7 the representations, warranties and covenants contained and memorialized in the Settlement and
8 its exhibit. No other prior or contemporaneous written or oral agreements may be deemed
9 binding on the Parties.

10 3.45. Authorization to Enter into Settlement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
13 pursuant to this Settlement to effectuate its terms, and to execute any other documents required
14 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
15 other and use their best efforts to affect the implementation of the Settlement. In the event the
16 Parties are unable to reach agreement on the form or content of any document needed to
17 implement the Settlement, or on any supplemental provisions that may become necessary to
18 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
19 such disagreement. The person signing this Settlement on behalf of Defendants and each of
20 them represents and warrants that he or she is authorized to sign this Settlement on behalf of
21 Defendants, and each of them. Plaintiffs Renee J. Montoya, Cindy L. Brakebill, Jacob R.
22 Montoya and Soledad Marron, each represent and warrant that they are authorized to sign this
23 Settlement and that they have not assigned any claim, or part of a claim, covered by this
24 Settlement to a third-party.
25

26 3.46. Binding on Successors and Assigns. This Settlement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
28

///

1 3.47. No Prior Assignments. The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
3 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
4 demand, action, cause of action or right herein released and discharged.

5 3.48. California Law Governs. All terms of this Settlement and the exhibits hereto shall
6 be governed by and interpreted according to the laws of the State of California.

7 3.49. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
8 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
9 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
10 present and potential.

11 3.50. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
12 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
13 implementation, and enforcement of the terms of this Settlement and all orders and judgments
14 entered in connection therewith, and the Parties and their counsel hereto submit to the
15 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this
16 Settlement and all orders and judgments entered in connection therewith.

17 3.51. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
19 possible, consistent with applicable precedents.

20 3.52. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
21 class certification for purposes of this Settlement only.

22 3.53. Cooperation. The Parties agree to cooperate fully with one another to accomplish
23 and implement the terms of this Settlement. Such cooperation shall include, but not be limited
24 to, execution of such other documents and the taking of such other action as may be reasonably
25 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their
26 best efforts, including all efforts contemplated by this Settlement and any other efforts that may
27 become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.
28

1 3.54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
2 and conditions of this Settlement. Accordingly, this Settlement will not be construed more
3 strictly against one party than another merely by virtue of the fact that it may have been prepared
4 by counsel for one of the Parties, it being recognized that, because of the arm's-length
5 negotiations between the Parties, all Parties have contributed to the preparation of this
6 Settlement.

7 3.55. Representation by Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this
9 Settlement, and that this Settlement has been executed with the consent and advice of counsel,
10 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
11 no liens on the Settlement Agreement.

12 3.56. All Terms Subject to Final Court Approval. All amounts and procedures described
13 in this Stipulation are subject to final Court approval.

14 3.57. Notices. Unless otherwise specifically provided, all notices, demands or other
15 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given
16 on the third business day after mailing; and (3) sent via United States registered or certified mail,
17 return receipt requested, addressed as follows:
18
19
20
21
22
23
24
25
26
27
28

To Plaintiffs:

David D. Bibiyan
david@tomorrowlaw.com
Jeffrey Klein
jeff@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Blvd. Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Kevin Mahoney, Esq.
kmahoney@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Justin Lo, Esq.
justin@worklawyer.com
Berkeh Alemzadeh, Esq.
beyonca@caworklawyer.com

WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (424) 355-8335
Facsimile: (424) 248-2944

To Defendants:

John L. Viola, Esq.
jviola@thompsoncoburn.com
Keith J. Rasher, Esq.
krasher@thompsoncoburn.com
THOMPSON COBURN LLP
10100 Santa Monica Blvd.
Suite 500
Los Angeles, CA 90067
Telephone: (818) 388-0802
Facsimile: (310) 282-2501

3.58. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3.59. Execution by Plaintiffs and Defendants. Plaintiffs and Defendants, by signing this Settlement, are bound by the terms herein.

3.60. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February ____, 2022

By: _____
Soledad Marron

Dated: February 25, 2022

By: RENEE MONTOYA
RENEE MONTOYA (Feb 25, 2022 11:26 CST)
Renee J. Montoya

Dated: February ____, 2022

By: _____
Cindy L. Brakebill

Dated: February ____, 2022

By: _____
Jacob R. Montoya

Dated: February ____, 2022

Defendant REMO INC.
By:
Its:

Dated: February ____, 2022

Defendant REMO INTERNATIONAL INC.
By:
Its:

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February ____, 2022

By: _____
Soledad Marron

Dated: February ____, 2022

By: _____
Renee J. Montoya

Dated: February ____, 2022

By: _____
Cindy L. Brakebill

Dated: February 25, 2022

By: *Jacob Montoya*
Jacob Montoya (Feb 25, 2022 11:19 CST)
Jacob R. Montoya

Dated: February ____, 2022

Defendant REMO INC.
By:
Its:

Dated: February ____, 2022

Defendant REMO INTERNATIONAL INC.
By:
Its:

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February _____, 2022

By: _____
Soledad Marron

Dated: February _____, 2022

By: _____
Renee J. Montoya

Dated: February 25, 2022

By: 
Cindy Brakebill (Feb 25, 2022 11:13 PST)
Cindy L. Brakebill

Dated: February _____, 2022

By: _____
Jacob R. Montoya

Dated: February _____, 2022

Defendant REMO INC.
By:
Its:

Dated: February _____, 2022

Defendant REMO INTERNATIONAL INC.
By:
Its:

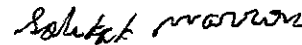
disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February _____, 2022
2/22/2022

By: _____

DocuSigned by:



373C0848B16947B...

Soledad Marron

Dated: February _____, 2022

By: _____

Renee J. Montoya

Dated: February _____, 2022

By: _____

Cindy L. Brakebill

Dated: February _____, 2022

By: _____

Jacob R. Montoya

Dated: February _____, 2022

Defendant REMO INC.

By:

Its:

Dated: February _____, 2022

Defendant REMO INTERNATIONAL INC.

By:

Its:

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February _____, 2022

By: _____
Soledad Marron

Dated: February _____, 2022

By: _____
Renee J. Montoya

Dated: February _____, 2022

By: _____
Cindy L. Brakebill

Dated: February _____, 2022

By: _____
Jacob R. Montoya

Dated: February 28, 2022

Defendant REMO INC.
By: ROBERT SHEN
Its: PRESIDENT

Dated: February 28, 2022

Defendant REMO INTERNATIONAL INC.
By: ROBERT SHEN
Its: PRESIDENT

EXHIBIT 4

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

Montoya, et al. v. Remo, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 20STCV34614)

**As a current or former non-exempt California employee for Remo, Inc., you are entitled
to receive money from a class action settlement.**

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because Remo, Inc.'s ("Defendant" or "Remo") records show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Remo as non-exempt, hourly-paid employees in the State of California any time from September 11, 2016 through (preliminary approval).

- The settlement resolves a class-action lawsuit, *Montoya, et al. v. Remo, Inc., et al.* (the "Lawsuit"), which alleges Defendant: (1) failed to pay Class Members for all hours worked; (2) failed to provide Class Members legally-compliant meal and rest breaks under California law; (3) failed to provide adequate notice of a mass layoff; (4) failed to pay all wages owed upon separation from employment; and (5) failed to furnish timely and accurate wage statements. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA").
- On [REDACTED] the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Remo vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. You will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

	scheduled for [DATE AND TIME] in the [COURTHOUSE NAME] of Los Angeles Superior Court, located at [COURTHOUSE ADDRESS].
--	--

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [COURTHOUSE NAME] m. on [DATE AND TIME] in the [COURTHOUSE NAME] of Los Angeles Superior Court, located at [COURTHOUSE ADDRESS]. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant, as a non-exempt, hourly-paid employee in the State of California any time from September 11, 2016 through (preliminary approval). You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Renee Montoya, Jacob Montoya, Cindy Brakebill and Soledad Marron were non-exempt employees for Defendant in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendant's alleged failure to pay all wages due for all hours worked, failing to provide them with legally-compliant rest and meal breaks, failing to provide adequate notice of a mass layoff, failing to pay all wages owed upon separation from employment, and failing to furnish timely and accurate wage statements. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendant denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Remo have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$900,000. The Gross Settlement includes: (1) Administration Costs up to \$20,000; (2) a service payment of up to \$5,000 for each of the four Plaintiffs for their time and effort in pursuing this case and in exchange for a broader release of claims against Remo; (3) \$300,000 in attorneys' fees (one-third); and up to \$30,000 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$20,000, of which 75% (or \$15,000) will be paid to the California Labor and Workforce Development Agency and 25% (\$5,000) to Class Members. After deducting these sums, a total of approximately not less than \$510,000 will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a pro-rata payment based on the number of verified actual weeks worked by Class Members for Defendant during the Class Period ("Eligible Workweeks"). Specifically, Class

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

Defendant's records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California between September 11, 2016 and preliminary approval (the "Class Period") and [Eligible Pay Periods] from July 27, 2019 through preliminary approval (the "PAGA Period"). Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment for PAGA civil penalties would be [Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Plaintiffs and all Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

"Released Claims" means any and all claims against the Released Parties asserted in the Actions, and any and all claims that may be asserted against the Released Parties based on the factual allegations in the Actions, as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages and for failure to properly calculate overtime wages; (b) all claims for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive compensation, and for failure to properly calculate minimum wages, straight time wages, bonus, commissions, or incentive compensation; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay, or to properly calculate and/or pay premium pay in lieu of meal and rest periods; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for non-compliant, incomplete, and/or inaccurate wage statements; (f) all claims for failure to reimburse or indemnify for business expenses or losses incurred; (g) all claims for failure to maintain accurate records; (h) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Actions; (i) any other claims or penalties under the wage and hour laws pleaded in the Actions; (j) all damages, penalties, interest and other amounts recoverable under the causes of action alleged in the operative complaint under California, to the extent possible, including but not limited to the California Labor Code, the Fair Labor Standards Act, 29 USC § 201, *et seq.* ("FLSA"), the California Industrial Welfare

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Commission Wage Orders, as to the facts alleged in the operative complaints, the applicable wage orders as to the facts alleged in the operative complaints, and the California Unfair Competition Law. For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims released during the Class Period, as well as all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the Actions, which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, and 2810.5. The release extends to the FLSA only if you timely cash your Individual Settlement Payment check.

"Released Parties" refers to Remo Inc., Remo International Inc., and current and former parents, owners, subsidiaries, predecessors and successors, and each of their respective officers, directors, partners, shareholders and agents, joint venturers, employees and any other successors, assigns.

Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

Formatted: Class Notice, Left, None, Line spacing: single, No bullets or numbering, Widow/Orphan control, Tab stops: Not at 0.5"

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

Checks received for settlement of the PAGA claim that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

Settlement Administrator

Questions? Contact the Settlement Claims Administrator toll free at **PHONE NUMBER**

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

The settlement process will be administered by Phoenix Settlement Administrators, a company that provides settlement and administration services. The Court has approved Phoenix Settlement Administrators to act as the Settlement Administrator for purposes of this settlement. Any notices to Phoenix Settlement Administrators should be sent to:

Montoya, et al. v. Remo, Inc., et al.
c/o Phoenix Settlement Administrators
[add address]

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your full name, your dates of employment, the last four digits of your Social Security Number, your reasons why you think the Court should not approve the Settlement, and whether you plan to appear at the Final Approval Hearing. Your written objection must be signed by you and mailed the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [] at [] m. in the [COURTHOUSE NAME] of Los Angeles Superior Court, located at [COURTHOUSE ADDRESS], and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. If you plan to appear, please note you may do so remotely, and can visit <https://my.lacourt.org/laccwelcome> for more information on remote appearances.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.\[\]](http://www.[]), call the Settlement Administrator at [PHONE NUMBER] or Class Counsel:

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Diego Aviles (SBN 315533)
diego@tomorrowlaw.com
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Telephone: (310) 438-5555
Facsimile: (310) 270-9601

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Los Angeles Superior Court, located at [ADDRESS], during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, REMO, OR REMO'S ATTORNEYS TO ASK QUESTIONS ABOUT THE SETTLEMENT OR TO OBTAIN COPIES OF DOCUMENTS.

IF YOU MOVE OR CHANGE ADDRESS, PLEASE SEND THE SETTLEMENT ADMINISTRATOR YOUR NEW ADDRESS.

IT IS ENCOURAGED THAT YOU KEEP A COPY OF ANY CHALLENGE, REQUEST FOR EXCLUSION AND/OR OBJECTION THAT YOU SUBMIT, AND PROOF OF TIMELY MAILING UNTIL AFTER THE FINAL APPROVAL HEARING.

64965394v.1

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

EXHIBIT 3



David Bibiyan <david@tomorrowlaw.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: david@tomorrowlaw.com

Tue, Dec 28, 2021 at 9:19 AM

12/28/2021 09:19:29 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



BIBIYAN LAW GROUP, P.C.

8434 Wilshire Blvd., Suite 500
Beverly Hills, California, 90211
310.438.5555 T
310.300.1705 F
www.employmentlawyerla.com

July 27, 2020

PAGA NOTICE FILED ELECTRONICALLY
PAGA FILING FEE BY U.S. MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
<https://dir.tfaforms.net/128>

Re: Notice Letter of Renee J. Montoya, Cindy L. Brakebill and Jacob R. Montoya, on Behalf of Themselves and Aggrieved Employees Under California Labor section 2699.3

Employers: Remo, Inc.
28101 Industry Drive
Valencia, California 91355

Employbridge, LLC
1040 Crown Pointe Pkwy, Suite 1040
Atlanta, Georgia 30338

Real Time Staffing Services, LLC
1040 Crown Pointe Pkwy, Suite 1040
Atlanta, Georgia 30338

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the PAGA Notice was mailed along with a copy of this PAGA Notice to the Department of Industrial Relations at the above-listed mailing address.

This PAGA Notice concerns Renee J. Montoya ("Ms. Montoya"), Cindy L. Brakebill ("Ms. Brakebill") and Jacob R. Montoya ("Mr. Montoya" and collectively, "Employee") employment with Employee's former employers: Remo Inc., Employbridge, LLC and Real Time Staffing Services, LLC ("Employer"). Ms. Montoya was employed as a non-exempt employee of Employer, with duties that included, but were not limited to, clerical work, from approximately March of 2011 and through approximately March of 2020. Ms. Brakebill was employed as a non-

exempt employee of Employer, with duties that included, but were not limited to, clerical work, from approximately September of 2011 and through approximately March of 2020. Mr. Montoya was employed as a non-exempt employee of Employer, with duties that included, but were not limited to, packaging products and operating machinery, from approximately July of 2016 and through approximately September of 2019. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time

entires to show less hours than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Ms. Montoya, Ms. Brakebill, and Mr. Montoya and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.*). Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

California Labor and Workforce Development Agency

July 27, 2020

Page 6

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.



Sara Ehsani-Nia

cc: Remo, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Employbridge, LLC (via U.S. Certified Mail, Return Receipt Requested)
Real Time Staffing Services, LLC (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 5

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

Montoya, et al. v. Remo, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 20STCV34614)

As a current or former non-exempt California employee for Remo, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because Remo, Inc.'s ("Defendant" or "Remo") records show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Remo as non-exempt, hourly-paid employees in the State of California any time from September 11, 2016 through (preliminary approval).

- The settlement resolves a class-action lawsuit, *Montoya, et al. v. Remo, Inc., et al.* (the "Lawsuit"), which alleges Defendant: (1) failed to pay Class Members for all hours worked; (2) failed to provide Class Members legally-compliant meal and rest breaks under California law; (3) failed to provide adequate notice of a mass layoff; (4) failed to pay all wages owed upon separation from employment; and (5) failed to furnish timely and accurate wage statements. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA").
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Remo vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. You will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

	scheduled for [DATE AND TIME] in the [COURTHOUSE NAME] of Los Angeles Superior Court, located at [COURTHOUSE ADDRESS].
--	--

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] m. on [REDACTED], in the [COURTHOUSE NAME] of Los Angeles Superior Court, located at [COURTHOUSE ADDRESS]. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant, as a non-exempt, hourly-paid employee in the State of California any time from September 11, 2016 through (preliminary approval). You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Renee Montoya, Jacob Montoya, Cindy Brakebill and Soledad Marron were non-exempt employees for Defendant in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendant's alleged failure to pay all wages due for all hours worked, failing to provide them with legally-compliant rest and meal breaks, failing to provide adequate notice of a mass layoff, failing to pay all wages owed upon separation from employment, and failing to furnish timely and accurate wage statements. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendant denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Remo have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$900,000. The Gross Settlement includes: (1) Administration Costs up to \$20,000; (2) a service payment of up to \$5,000 for each of the four Plaintiffs for their time and effort in pursuing this case and in exchange for a broader release of claims against Remo; (3) \$300,000 in attorneys' fees (one-third); and up to \$30,000 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$20,000, of which 75% (or \$15,000) will be paid to the California Labor and Workforce Development Agency and 25% (\$5,000) to Class Members. After deducting these sums, a total of approximately not less than \$510,000 will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a pro-rata payment based on the number of verified actual weeks worked by Class Members for Defendant during the Class Period ("Eligible Workweeks"). Specifically, Class

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

Defendant's records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California between September 11, 2016 and preliminary approval (the "Class Period") and [Eligible Pay Periods] from July 27, 2019 through preliminary approval (the "PAGA Period"). Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment for PAGA civil penalties would be [Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Plaintiffs and all Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

"Released Claims" means any and all claims against the Released Parties asserted in the Actions, and any and all claims that may be asserted against the Released Parties based on the factual allegations in the Actions, as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages and for failure to properly calculate overtime wages; (b) all claims for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive compensation, and for failure to properly calculate minimum wages, straight time wages, bonus, commissions, or incentive compensation; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay, or to properly calculate and/or pay premium pay in lieu of meal and rest periods; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for non-compliant, incomplete, and/or inaccurate wage statements; (f) all claims for failure to reimburse or indemnify for business expenses or losses incurred; (g) all claims for failure to maintain accurate records; (h) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Actions; (i) any other claims or penalties under the wage and hour laws pleaded in the Actions; (j) all damages, penalties, interest and other amounts recoverable under the causes of action alleged in the operative complaint under California, to the extent possible, including but not limited to the California Labor Code, the Fair Labor Standards Act, 29 USC § 201, *et seq.* ("FLSA"), the California Industrial Welfare

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Commission Wage Orders, as to the facts alleged in the operative complaints, the applicable wage orders as to the facts alleged in the operative complaints, and the California Unfair Competition Law . For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims released during the Class Period, as well as all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the Actions, which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, and 2810.5. The release extends to the FLSA only if you timely cash your Individual Settlement Payment check.

“Released Parties” refers to Remo Inc., Remo International Inc., and current and former parents, owners, subsidiaries, predecessors and successors, and each of their respective officers, directors, partners, shareholders and agents, joint venturers, employees and any other successors, assigns.

Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

Checks received for settlement of the PAGA claim that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

[Settlement Administrator]

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

The settlement process will be administered by Phoenix Settlement Administrators, a company that provides settlement and administration services. The Court has approved Phoenix Settlement Administrators to act as the Settlement Administrator for purposes of this settlement. Any notices to Phoenix Settlement Administrators should be sent to:

Montoya, et al. v. Remo, Inc., et al.
c/o Phoenix Settlement Administrators
[add address]

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your full name, your dates of employment, the last four digits of your Social Security Number, your reasons why you think the Court should not approve the Settlement, and whether you plan to appear at the Final Approval Hearing. Your written objection must be signed by you and mailed the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [] at [] m. in the [COURTHOUSE NAME] of Los Angeles Superior Court, located at [COURTHOUSE ADDRESS], and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. If you plan to appear, please note you may do so remotely, and can visit <https://my.lacourt.org/laccwelcome> for more information on remote appearances.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.\[\]](http://www.[]), call the Settlement Administrator at [PHONE NUMBER] or Class Counsel:

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Diego Aviles (SBN 315533)
diego@tomorrowlaw.com
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Telephone: (310) 438-5555
Facsimile: (310) 270-9601

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Los Angeles Superior Court, located at [ADDRESS], during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, REMO, OR REMO'S ATTORNEYS TO ASK QUESTIONS ABOUT THE SETTLEMENT OR TO OBTAIN COPIES OF DOCUMENTS.

IF YOU MOVE OR CHANGE ADDRESS, PLEASE SEND THE SETTLEMENT ADMINISTRATOR YOUR NEW ADDRESS.

IT IS ENCOURAGED THAT YOU KEEP A COPY OF ANY CHALLENGE, REQUEST FOR EXCLUSION AND/OR OBJECTION THAT YOU SUBMIT, AND PROOF OF TIMELY MAILING UNTIL AFTER THE FINAL APPROVAL HEARING.

64965394v.1

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]