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Attorneys for Plaintiff and Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

CHARLES WALTON, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

PRAXAIR DISTRIBUTION, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20-CIV-03660

[Assigned for all purposes to Department 4,
Hon. Nancy L. Fineman]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval; Memorandum
of Points and Authorities; Declaration of Larry
W. Lee; Declaration of William L. Marder;
Declaration of Charles Walton; [Proposed]
Order]*

Date: December 7, 2021
Time: 8:30 a.m.
Department: 4

Complaint Filed: August 28, 2020

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am one of the attorneys of record for Plaintiff, Charles Walton. I make this
4 declaration on the basis of my own personal knowledge, except as to those matters stated on information
5 and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify
6 competently as to the facts stated in this declaration.

7 2. On August 26, 2020, Plaintiff notified Defendant and the LWDA of alleged violations of
8 Labor Code section 226(a). On August 28, Plaintiff initiated this class and representative PAGA action.
9 On behalf of current and former non-exempt employees in California who were paid overtime wages,
10 and as a proxy for the State of California, the Complaint alleges that Defendant violates Section 226(a)¹
11 in at least two ways. *First*, the Complaint alleges that whenever overtime wages are paid Defendant
12 issues wage statements that do not itemize and show the applicable overtime rate of pay of 1.5 times the
13 regular rate and instead show the base hourly rate of pay or 0.5 times the base rate. *Second*, the
14 Complaint alleges that whenever overtime wages are paid Defendant issues wage statements that do not
15 itemize and show the accurate total hours worked and that the hours shown on the wage statements do
16 not sum up to the total hours worked by an employee.

17 3. From the outset of the litigation, the Parties thoroughly investigated the facts relating to
18 the claims alleged in the Complaint and engaged in a thorough study of the legal principles applicable
19 those claims as well as the defenses Defendant asserted. To wit, on October 6, 2020, counsel for the
20 Parties discussed Plaintiff's claims. Upon the conclusion of the call, Plaintiff immediately provided
21 sample wage statements to counsel for Defendant. On October 7, Defendant's counsel sent Plaintiff's
22 counsel a wage statement unlike the ones Plaintiff received during employment. Plaintiff assisted in
23 providing additional wage statements to show that he was not furnished wage statements like the ones
24 provided by Defendant's counsel.

25 4. Plaintiff served formal discovery, and Defendant provided additional information related
26 to defenses that Defendant alleged would apply to Plaintiff's claims, including information relating to a
27

28

¹ Except as otherwise noted, all "Section" references are to the Labor Code.

1 pending class action in *Rita Garcia v. Praxair Distribution, Inc., et al.*, United States District Court,
2 Central District of California, Case No. 2:18-cv-08170-JAK (AFMx). Throughout the litigation, Plaintiff
3 continued to provide information and documents.

4 5. In March of 2020, after approximately six months of litigation, Defendant agreed to
5 schedule a mediation. Plaintiff was not required to respond to any formal written discovery, and no
6 depositions were conducted. The Parties balanced Plaintiff's allegations and Defendant's defenses based
7 on the *Garcia* class action settlement to determine a potential settlement class would include three
8 groups of employees: (i) non-exempt drivers; (ii) non-exempt non-drivers hired on or after July 17,
9 2020; and (iii) *Garcia* class members (i.e., non-exempt non-drivers) who remained employed on or after
10 January 11, 2021. Defendant then provided the relevant numbers of individuals and wage statements for
11 each group, among other things. On June 17, 2021, the Parties commenced settlement negotiations
12 through a well-respected mediator, Michael J. Loeb. Following the mediation, the Parties were
13 ultimately able to agree to the settlement terms in the Joint Stipulation of Class Action and PAGA
14 Settlement ("Agreement"). Attached as **Exhibit A** is a true and correct copy of the Agreement.

15 6. Based on information provided by Defendant, there are approximately 542 Class
16 Members. Based on information provided by Defendant prior to mediation for work through April 30,
17 2021, Plaintiff estimated that Defendant faced potential liability for approximately \$4,819,300 in
18 penalties. Defendant contended that the majority of this potential liability—more than 80% or
19 \$3,993,500 under Section 226.3—would be subject to discretionary reductions. Defendant also
20 contended that the remaining potential liability—approximately \$825,800 under Section 226(e)—would
21 be subject to additional defenses requiring proof of injuries resulting from knowing and intentional
22 violations. While I disagree as to the application of the law to the facts, I recognize in negotiations that,
23 if taken to trial, Defendant would at least have reasonable arguments, such that the Gross Settlement
24 Amount to which the Parties ultimately agreed at mediation was reasonable. Ultimately, the Gross
25 Settlement Amount secures approximately two-thirds—or 66.60%—of Defendant's potential liability
26 for penalties not subject to discretionary reductions. When projecting the number of additional wage
27 statements that would be issued to Class Members by the end of the Class Period on July 31, 2021, the
28 Gross Settlement Amount still secures more than half—or 54.42%—of Defendant's potential liability

1 for penalties not subject to discretionary reductions. Although I am confident that litigation of the claims
2 would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation,
3 including the specific risks that class certification could be denied, liability could not be established at
4 trial, or the applicable law could change. I believe the settlement for each participating Class Member is
5 fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals
6 and the costs of pursuing litigation. The settlement is the result of extensive arms' length negotiations
7 between the Parties and their counsel.

8 7. Pursuant to the settlement's terms, more than \$270,000, at a minimum, should be
9 available for distribution to Class Members. Based on the anticipated 542 Class Members, each Class
10 Member, on average, would receive more than \$499 pursuant to the settlement's terms. The amount paid
11 on average to each Class Member could increase, depending on how many Class Members opt out of the
12 class action settlement. The amount actually paid to any Class Member would increase or decrease
13 depending on his or her number of relevant wage statements during the Class Period.

14 8. I am one of the primary attorneys on this matter. My qualifications are as follows: After
15 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
16 2004 with concentrations in Management and Human Resources, I continued studying labor and
17 employment issues by enrolling in post-graduate education at the School of Labor and Employment
18 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
19 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
20 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
21 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

22 9. Upon graduating from law school in 2008, I practiced labor and employment law at
23 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
24 practice focused on wage and hour class, collective, and representative actions, with a particular
25 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
26 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
27 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
28 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on

1 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
2 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
3 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
4 also able to obtain experience litigating representative claims or wage and hour matters through trial and
5 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)
6 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
7 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014)
8 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
9 collective action with involving deductions from final paychecks). I also litigated class certification on
10 numerous matters, including matters before this court. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles
11 Superior Court Case No. BC 498326 (denial of class certification on behalf of retail employees alleging
12 off-the-clock work).

13 10. Based on my experience in wage and hour class, collective, and representative actions, I
14 have been interviewed and quoted in articles published in the Northern California Record about
15 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
16 hour class and representative action litigation, including for example articles on California kin care
17 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
18 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
19 laws in *California Transportation News*, a publication of the California Construction Trucking
20 Association.

21 11. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
22 which also focuses primarily on employment law. I have handled a number of wage and hour class and
23 representative actions and continue litigating such matters in numerous Superior Courts and District
24 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
25 mediated the resolution of dozens of wage and hour class, collective, and representative actions. No
26 courts have ever found me to be inadequate class counsel.

12. My co-counsel and I will adequately represent the Class Members in this action. Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

13. I understand that the attorneys' fees awarded in this action will be split 65% to Diversity Law Group, P.C. and 35% to Polaris Law Group.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of October 2021, at Pasadena, California.

Simon L. Yang

EXHIBIT A

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

CHARLES WALTON, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

PRAXAIR DISTRIBUTION, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No. 20-CIV-03660

[Assigned for all purposes to Department 4,
Hon. Nancy L. Fineman]

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: August 28, 2020

Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Agreement”) is entered into by and between Plaintiff, Charles Walton, on the one hand, and Defendant, Praxair Distribution, Inc. (now known as Linde Gas & Equipment Inc.), on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. “Action” means the civil lawsuit originally entitled *Charles Walton v. Praxair Distribution, Inc.*, filed on or about August 28, 2020, in the Superior Court of the State of California for the County of San Mateo designated as Case No. 20-CIV-03660 and the August 26, 2020 notice of Labor Code violations sent by Plaintiff to the Labor & Workforce Development Agency (“LWDA”).

1.2. Administrator. “Administrator” means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Class Counsel. “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group.

1.4. Class Member. “Class Member” and “Aggrieved Employee” mean any current or former non-exempt employee who worked for Praxair Distribution, Inc. in the State of California and was paid overtime wages at any time during the Class Period, except for individuals who released all relevant claims under the terms of the settlement in *Rita Garcia v. Praxair Distribution, Inc., et al.*, United States District Court, Central District of California, Case No. 2:18-cv-08170-JAK (AFMx). The number of Class Members is estimated to be approximately 542.

1.5. Class Notice. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1.6. Class Period. “Class Period” and “PAGA Period” mean August 26, 2019, through July 31, 2021. The Class Period and PAGA Period include claims based on wage statements issued through August 5, 2021, which reflect work performed through July 31, 2021.

1.7. Court. “Court” means the Superior Court of California for the County of San Mateo, the Honorable Nancy L. Fineman presiding.

1 **1.8. Defendant.** “Defendant” means Praxair Distribution, Inc. (now known as Linde Gas &
2 Equipment Inc.).

3 **1.9. Defendant’s Counsel.** “Defendant’s Counsel” means Shiva Davoudian and Jennifer A.
4 Goldberg of Littler Mendelson, P.C.

5 **1.10. Effective Date.** “Effective Date” means: (a) if no objections to the settlement are filed,
6 the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the
7 day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if
8 any appeals of the Final Approval Order are filed, the day following the expiration of time to further
9 appeal an order affirming the Final Approval Order.

10 **1.11. Final Approval Order.** “Final Approval Order” means an order granting final approval
11 of a settlement pursuant to this Agreement.

12 **1.12. Gross Settlement Amount.** “Gross Settlement Amount” means the maximum potential
13 settlement amount—inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class
14 Representative Award, LWDA Payment, and Individual Settlement Payments—that Defendant may be
15 required to pay in connection with a Final Approval Order.

16 **1.12.1. Administration Costs.** “Administration Costs” means a Court approved payment
17 from the Gross Settlement Amount to the Administrator for administering the settlement, which includes
18 but is not limited to printing, distributing, or tracking Class Notices, processing any required tax
19 payments or reporting, providing any required tax forms, distributing payments pursuant to a Final
20 Approval Order, and providing necessary reports or declarations, as requested by the Court or Class
21 Counsel and Defendant’s Counsel.

22 **1.12.2. Attorneys’ Fees and Costs Award.** “Attorneys’ Fees and Costs Award” means a
23 Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and
24 costs associated with the litigation and resolution of the Action (excluding third-party Administration
25 Costs which are separately addressed below).

26 **1.12.3. Class Representative Award.** “Class Representative Award” means a Court
27 approved payment from the Gross Settlement Amount to Plaintiff in recognition of his efforts and work
28

in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff's additional general release of claims inapplicable to Settlement Class Members.

1.13. Individual Settlement Payment. "Individual Settlement Payment" means a Class Member's potential payment from the Net Settlement Amount, which may include an Individual Class Payment and Individual PAGA Payment.

1.13.1. Individual Class Payment. "Individual Class Payment" means a Settlement Class Member's potential payment from settlement of class action claims.

1.13.2. Individual PAGA Payment. "Individual PAGA Payment" means an Aggrieved Employee's potential payment from settlement of PAGA claims.

1.14. LWDA Payment. "LWDA Payment" means a Court approved payment to the LWDA of 75% of the PAGA Penalty Fund.

1.15. Net Settlement Amount. "Net Settlement Amount" means the remainder of the Gross Settlement Amount after Court approved deductions for the LWDA Payment, Attorneys' Fees and Costs Award, Class Representative Award, and Administration Costs.

1.16. PAGA Penalty Fund. "PAGA Penalty Fund" means the portion of the settlement allocated to PAGA penalties.

1.17. Parties. "Parties" means Plaintiff and Defendant.

1.18. Plaintiff. "Plaintiff" means Charles Walton.

1.19. Preliminary Approval Order. "Preliminary Approval Order" means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.20. Released Party. "Released Party" means Defendant and any of its parents or subsidiaries and any of their past, present and/or future, direct and/or indirect, members, managers, agents, representatives, attorneys, insurers, partners, administrators, officers, directors, managing agents, affiliates, divisions, predecessors, joint ventures, and successors and assigns.

1.21. Settlement Class Members. "Settlement Class Members" means Class Members who do not exclude themselves from the class action settlement by complying with the procedures set forth in the Class Notice to opt out of the class action settlement.

1 **2. RECITALS**

2 **2.1. Initiation of Action.** On or about August 28, 2020, Plaintiff filed the original complaint
3 initiating the Action on behalf of a putative class of current and former non-exempt employees of
4 Defendants in the State of California who were paid overtime wages. The Action pursued class action
5 and representative action claims under the Labor Code Private Attorneys General Act of 2004
6 (“PAGA”) for Defendant’s alleged failure to furnish non-exempt employees who were paid overtime
7 wages with wage statements that accurately showed the overtime rate of pay or the total hours worked.

8 **2.2. Class Counsel’s Investigation.** On October 6, 2020, and numerous dates thereafter,
9 Plaintiff and Defendant met and conferred about the alleged claims. Plaintiff provided Defendant with
10 an example of the wage statements Plaintiff received, and Defendant provided Plaintiff with information
11 about various defenses, including those based on a class action settlement in *Rita Garcia v. Praxair*
12 *Distribution, Inc., et al.*, United States District Court, Central District of California, Case No. 2:18-cv-
13 08170-JAK (AFMx). On November 17, 2020, Plaintiff served initial written discovery. On January 19,
14 2021, Defendant responded to the discovery. Defendant did not serve formal discovery, and Plaintiff did
15 not respond to any formal discovery. Neither party conducted depositions. Class Counsel continued
16 investigating the alleged claims and also analyzed any defenses raised by Defendant.

17 **2.3. Mediation and Settlement.** On February 16, 2021, the Court directed the Parties to
18 determine whether an early mediation would be scheduled. The Parties supplemented formal discovery
19 by continuing to exchange information and documentation pursuant to informal methods to assist the
20 Parties in exploring the possibility of a mediated resolution. The Parties agreed to schedule a mediation.
21 On June 17, 2021, the Parties attended a mediation with Michael Loeb, an experienced mediator
22 knowledgeable of both the wage and hour laws and class and representative action claims at issue in the
23 Action. With the mediator’s assistance and based upon the mediator’s proposal, the Parties were able to
24 agree to settlement terms, which were negotiated in light of all known facts and circumstances—
25 including the uncertainty associated with litigation, the risks of significant delay, and numerous potential
26 appellate issues—and which was reached after extensive arm’s-length negotiations both during and in
27 the weeks leading up to the mediation.
28

1 **2.4. No Admission of Liability.** Defendant denied and continues to deny all of the allegations
2 made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations
3 made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing
4 whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for
5 the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

6 **2.5. Class Counsel’s Evaluation.** Based on Class Counsel’s ongoing investigation and
7 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable,
8 adequate, and in the best interests of Class Members.

9 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
10 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
11 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
12 Preliminary Approval Order and then Final Approval Order.

13 **3. NOTICE TO CLASS MEMBERS**

14 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
15 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to Class
16 Members. The Parties agree that Administration Costs should not exceed \$8,750.

17 **3.2. Class Data for Administrator.** Within seven calendar days of the Preliminary Approval
18 Order, Defendant shall provide to the Administrator each Class Member’s last known mailing address,
19 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
20 Agreement.

21 **3.3. Class Notice of Settlement.** The Administrator shall send Class Notice to Class
22 Members to provide notice of settlement within 14 calendar days of the Preliminary Approval Order,
23 pursuant to the procedures below. This shall be the sole means of notice to Class Members.

24 **3.4. Mailing of Notice.** The Administrator shall send Class Notice to each Class Member via
25 First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data
26 provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be sent
27 promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
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provided, the Administrator shall promptly attempt to determine the correct address using a single skip-trace search and shall then promptly send a single re-mailing.

3.5. Proof of Mailing. The Administrator shall provide Class Counsel and Defendant's Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

4. CLASS MEMBERS' RESPONSE OPTIONS

4.1. Consideration Period. Class Members shall be provided 45 calendar days after the postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement. Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to the settlement.

4.2. Objection Right and Effect. Settlement Class Members shall be given the opportunity to object to the terms of the settlement. Settlement Class Members may object to the settlement by mailing to the Administrator an objection within 45 calendar days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Alternatively, Settlement Class Members may appear at the final approval hearing to object to the settlement. Any Settlement Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment.

4.3. Opt-Out Right and Effect. Class Members shall be given the opportunity to opt out of the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement

1 or appeal. If a Class Member submits both a Request for Exclusion and an objection, the Administrator
2 shall attempt to determine whether the Class Member would like to withdraw either the Request for
3 Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the
4 Administrator cannot contact the Class Member who submits both a Request for Exclusion and an
5 objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the
6 objection.

7 **4.4. Objection Response.** The Administrator must provide a copy of any objection received
8 to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any
9 written objection no later than five court days before the final approval hearing.

10 **4.5. Proof of Class Members' Responses.** As soon as practicable after the end of the
11 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant
12 individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses,
13 and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any
14 supplemental declarations regarding the administration of the settlement, as necessary or as jointly
15 requested by the Parties or the Court.

16 **5. SETTLEMENT PROCEEDS**

17 **5.1. Gross Settlement Amount.** Defendant agrees to pay a non-reversionary Gross
18 Settlement Amount of \$550,000. The Gross Settlement Amount was negotiated based on approximately
19 15,974 wage statements with payment of overtime issued to Class Members and not released in the
20 *Garcia* settlement from August 26, 2019, through April 30, 2021, and a projected 20,754 relevant wage
21 statements through July 31, 2021. To the extent that the actual number of relevant wage statements
22 through July 31, 2021, exceeds 20,754 by more than 5%, the Gross Settlement Amount shall increase on
23 a pro rata basis equal to the percentage increase exceeding 5% (e.g., if the actual number of relevant
24 wage statements were 7.5% greater than 20,754, then the Gross Settlement Amount would be increased
25 by 2.5%).

26 **5.1.1. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendant
27 agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a)
28 33⅓% of the Gross Settlement Amount (or \$183,333.33) and (b) litigation costs. Plaintiff agrees to

1 permit Defendant three business days to review and comment on Plaintiff's proposed application for
2 attorneys' fees before submitting it to the Court.

3 **5.1.2. Class Representative Award.** Class Counsel intends to request—and, if
4 Plaintiff's motion for preliminary approval expressly states that no depositions were taken in the Action
5 and that Plaintiff was not required to respond to any formal written discovery, Defendant agrees not to
6 oppose—that the Court approve a Class Representative Award of \$10,000. Any Class Representative
7 Award would be supplemental to Plaintiff's Individual Settlement Payment.

8 **5.1.3. Administration Costs.** Class Counsel intends to request—and Defendant agrees
9 not to oppose—that the Court approve Administration Costs of up to \$8,750. The Parties agree to
10 cooperate in the settlement administration process and to make all reasonable efforts to control and
11 minimize Administration Costs.

12 **5.1.4. Differences in Requested and Approved Payments.** If the Court does not
13 approve the requested amounts for the PAGA Penalty Fund, Attorneys' Fees and Costs Award, Class
14 Representative Award, or Administration Costs, any differences in the requested and approved amount
15 shall either be allocated to the Net Settlement Amount or from the Gross Settlement Amount.

16 **5.2. Net Settlement Amount.** After deducting the approved Attorneys' Fees and Costs
17 Award, Class Representative Award, and Administration Costs from the Gross Settlement Amount, 75%
18 of the Net Settlement Amount shall be classified as Labor Code section 226(e) penalties, and 25% of the
19 Net Settlement Amount shall be classified as Labor Code section 226.3 penalties for the PAGA Penalty
20 Fund. Allocations for amounts payable to Settlement Class Members and Aggrieved Employees will be
21 based on the number of relevant wage statements they received as reflected in Defendant's records.

22 **5.2.1. PAGA Penalty Fund and LWDA Payment.** The PAGA Penalty Fund shall be
23 distributed pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The
24 remaining 25% of the PAGA Penalty Fund is to remain allocated to the Net Settlement Amount.

25 **5.2.2. Individual Settlement Payments.** Individual Settlement Payments shall be
26 distributed to Aggrieved Employees and Settlement Class Members, without the need to submit a claim
27 form, based on the number of relevant wage statements as reflected in Defendant's records. The 25%
28 portion of the PAGA Penalty Fund shall be distributed to Aggrieved Employees as Individual PAGA

1 Payments and proportionally allocated among Aggrieved Employees based on the number of relevant
2 wage statements during the PAGA Period for each Aggrieved Employee. The remainder of the Net
3 Settlement Amount shall be distributed to Settlement Class Members as Individual Class Payments and
4 proportionally allocated among Settlement Class Members based on the number of relevant wage
5 statements during the Class Period for each Settlement Class Member.

6 **5.3. Funding and Distribution.** By 14 days after the Final Approval Order, Defendant shall
7 deposit the Gross Settlement Amount with the Administrator. By seven days after the Effective Date and
8 receipt of deposit, the Administrator shall distribute all amounts to be paid pursuant to the Final
9 Approval Order. Upon completion of administration of the settlement, the Administrator shall provide
10 written certification of such completion to Class Counsel and Defendant's Counsel.

11 **5.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
12 will expire six months after the postmarked date of their initial mailing. After six months, the sum value
13 of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
14 any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court
15 order that the principal for any expired checks escheat to the State of California's Unclaimed Property
16 Fund in the name of the Class Member.

17 **5.5. No Tax Advice or Liability.** All payments from the Net Settlement Amount shall be
18 classified for tax reporting purposes as penalties. The Administrator shall issue an IRS Form 1099 to
19 Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs
20 Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs.
21 The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving
22 any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement.
23 The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the
24 taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By
25 participating in the settlement, each Class Member shall agree to be solely and legally responsible for
26 paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and
27 hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of
28 the payments.

1 **6. RELEASES**

2 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final Approval
3 Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class
4 Members fully release Defendant and each Released Party from any and all claims for violations of
5 Labor Code section 226(a) during the Class Period that were alleged in the Action or that reasonably
6 could have been alleged based on the facts alleged in the Action.

7 **6.2. Releases by Aggrieved Employees.** By operation of the entry of the Final Approval
8 Order, and except as to such rights or claims as may be created by this Agreement, all Aggrieved
9 Employees and the LWDA fully release Defendant and each Released Party from any and all claims for
10 civil penalties for violations of Labor Code section 226(a) during the PAGA Period that were alleged in
11 the Action or that reasonably could have been alleged based on the facts alleged in the Action.

12 **6.3. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
13 as a Settlement Class Member and Aggrieved Employee, Plaintiff also generally releases all claims,
14 known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542.
15 Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against
16 each Released Party. Civil Code section 1542 states:

17 **A general release does not extend to claims that the creditor or releasing party does**
18 **not know or suspect to exist in his or her favor at the time of executing the release**
19 **and that, if known by him or her, would have materially affected his or her**
 settlement with the debtor or released party.

20 Plaintiff acknowledges that he has read the entirety of the Agreement, including the above language
21 from the Civil Code, and that he fully understands both the Agreement and Civil Code section 1542. By
22 executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil
23 Code section 1542.

24 **7. COURT APPROVAL**

25 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
26 Order, which would, among other things: (i) preliminarily approve the proposed settlement according to
27 the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice
28 to be sent to Class Members as specified herein.

1 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
2 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
3 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms
4 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
5 provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration
6 and enforcement of the terms of this Agreement and the Court's orders.

7 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
8 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
9 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the
10 Parties' agreement to the contrary, and the costs of administration shall be split equally between the
11 Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties'
12 agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement shall
13 be admissible in any future proceedings in this Action or any other action.

14 **8. MISCELLANEOUS**

15 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
16 with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
17 understandings between the Parties shall be deemed merged into this Agreement. The signatories
18 represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the
19 Parties to all terms stated herein.

20 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in counterparts,
21 and when all signatories have signed and delivered at least one such counterpart, each counterpart shall
22 be deemed an original, and when taken together with other signed counterparts, shall constitute one
23 signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and
24 deliver this Agreement by signing on the designated signature block and transmitting that signature page
25 via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be deemed an
26 original signature and shall be binding upon the party who transmits the signature page.

27 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
28 amendment of the terms of this Agreement, whether purportedly made before or after the Court's

1 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
2 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
3 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
4 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
5 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
6 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
7 any and all of the provisions of this Agreement.

8 **8.1.3. Construction.** The determination of the terms and conditions of this Agreement
9 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
10 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
11 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
12 have been inserted for convenience of reference only and shall have no effect upon the construction or
13 interpretation of any part of this Agreement.

14 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
15 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to
16 render all provisions of this Agreement valid and enforceable.

17 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
18 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
19 upon the request of another, agrees to perform such further acts and to execute and deliver such other
20 documents as are reasonably necessary to carry out the provisions of this Agreement.

21 **8.3. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
22 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
23 Agreement and of the settlement contemplated thereby.

24 **8.4. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
25 they agree to engage mediator Michael Loeb to mediate any such dispute. The Parties will split the costs
26 of the mediator, and the Parties will bear their own fees and costs.

27 **8.5. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
28 governed by and interpreted according to the laws of the State of California.

PLAINTIFF

Dated: October , 2021

Charles Walton

COUNSEL FOR PLAINTIFF AND CLASS

Dated: October , 2021

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: October 18, 2021


_____, Title
PRAXAIR DISTRIBUTION, INC.

COUNSEL FOR DEFENDANT

Dated: October 18, 2021



Shiva Davoudian
Jenifer F. Goldberg
LITTLER MENDELSON, P.C.

PLAINTIFF

Dated: October^x, 2021

DocuSigned by:

Charles Walton

Charles Walton

COUNSEL FOR PLAINTIFF AND CLASS

Dated: October 18, 2021

Simon L. Yang
Larry W. Lee

Simon L. Yang

DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: October , 2021

_____, Title

PRAXAIR DISTRIBUTION, INC.

COUNSEL FOR DEFENDANT

Dated: October , 2021

Shiva Davoudian

Jenifer F. Goldberg

LITTLER MENDELSON, P.C.

EXHIBIT A

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Charles Walton v. Praxair Distribution, Inc.,
Superior Court of the State of California for the County of San Mateo Case No. 20-CIV-03660

If you were employed by Praxair Distribution, Inc. in California as a non-exempt employee and were paid overtime wages between August 26, 2019, and July 31, 2021, you could receive a payment from a class action settlement.*

*If you were a *Rita Garcia v. Praxair Distribution, Inc.* settlement class member and earned overtime only in periods settled in *Garcia*, you are not eligible.

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Mateo (the “Court”) has preliminarily approved a class action settlement that could affect your rights. The proposed settlement resolves a class and representative action lawsuit filed by Plaintiff, Charles Walton, against Defendant, Praxair Distribution, Inc. (now known as Linde Gas & Equipment Inc.) in the Superior Court of the State of California for the County of San Mateo as Case No. 20-CIV-03660 (the “Action”).

- The Action alleges Defendant fails to provide lawful wage statements to non-exempt employees who are paid overtime wages. Specifically, it alleges Defendant’s wage statements fail to accurately show the overtime rate of pay or the total hours worked. On that basis, the Action pursues class action claims as well as representative action claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
- Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to a settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to a settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the settlement is granted final approval of the settlement, it would provide cash payments to Settlement Class Members, based on the number of relevant pay periods that they were paid overtime wages from August 26, 2019, through July 31, 2021 (the “Class Period” or “PAGA Period”).
- Based on Defendant’s records, you worked XXX relevant pay periods, and an *estimate* of the amount that could be allocated to you is \$XXX. Whether you receive a payment depends on whether the Court grants final approval, and the actual amount you would be allocated depends on the terms the Court finally approves.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Settlement Payment if the Court grants final approval of the settlement and will be bound by the release provisions of the settlement.
OPT OUT	You may opt out of the settlement by submitting a Request for Exclusion. If you opt out, you may not object to the settlement, will not be eligible to receive an Individual Settlement Payment, and will not be bound by the release provisions of the settlement.
OBJECT	You may object to the settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment if the Court grants final approval of the settlement and will be bound by the release provisions of the settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at (xxx) xxx-xxxx.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were employed by Defendant in California as a non-exempt employee and were paid overtime wages between August 26, 2019, and July 31, 2021 and did not release at least some of those claims in a prior class action settlement (“Class Member” or “Aggrieved Employee”). As a Class Member, you may be entitled to share in the funds to be made available for the class action settlement. As an Aggrieved Employee, you may be entitled to share in the funds to be made available for the PAGA settlement.

Because the settlement preliminarily approved by the Court would affect Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the settlement. If finally approved by the Court, the settlement will fully resolve the Action and your legal rights may be affected by the settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from the Phoenix Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On August 28, 2020, Plaintiff, on behalf of himself and all others similarly situated, and as a proxy for the State of California, filed a complaint in the Superior Court of the State of California for the County of San Mateo. The complaint alleges violation of Labor Code section 226 for failure to provide lawful wage statements to non-exempt employees who are paid overtime wages.

Defendant denied and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$550,000, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, and Class Representative Award awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, processing any required tax payments, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; and (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and in consideration of Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.

25% of the Net Settlement Amount after deduction for any Court-approved payments will be allocated to a PAGA Penalty Fund. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the State of California Labor and Workforce Development Agency as an LWDA Payment. The remainder of the PAGA Penalty Fund and the other 75% of the Net Settlement Amount will be allocated entirely to Individual Settlement Payments to Class Members.

Individual Settlement Payments: Individual Settlement Payments shall be distributed to Class Members, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members and Aggrieved Employees will be based on the number of relevant wage statements they received as reflected in Defendant’s records.

Funds from the PAGA Penalty Fund shall be distributed to Aggrieved Employees as Individual PAGA Payments and proportionally allocated among Aggrieved Employees based on the number of relevant wage statements during the PAGA Period for each Aggrieved Employee. The remainder of the Net Settlement Amount shall be distributed to Settlement Class Members as Individual Class Payments and proportionally allocated among Settlement Class Members based on the number of relevant wage statements during the Class Period for each Settlement Class Member.

All payments from the Net Settlement Amount shall be classified for tax reporting purposes as penalties. By participating in the settlement, each Class Member shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire six months after the postmarked date of their initial mailing. After six months, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Class Member.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$183,333.33) and (b) litigation costs.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payment. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000 for Plaintiff's efforts in prosecuting the Action for Class Members and in consideration of Plaintiff's additional general release of claims inapplicable to Settlement Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$8,750, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing Individual Settlement Payments.

All Payments Subject to Court Approval

The payments listed above will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns (a "Released Party") from any and all claims for violations of Labor Code section 226(a) during the Class Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

Upon approval, all Aggrieved Employees and the LWDA fully release Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code section 226(a) during the PAGA Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the class action settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your Individual Settlement Payment automatically if the Court grants final approval of the settlement.

However, if you want to object to the class action settlement, you may appear at the final approval hearing to object to the settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by [45 calendar days after the initial mailing of Class Notice].

If you object, you will remain bound by the class action settlement if finally approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, shall not receive any Individual Class Payments, and shall not be bound by the class action release provisions of the settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Inclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Class Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This notice summarizes the Action, settlement, and related matters. For more information, you may contact the Administrator or Class Counsel:

Class Counsel:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

lwlee@diversitylaw.com

Simon L. Yang

sly@diversitylaw.com

515 S. Figueroa St., Suite 1250

Los Angeles, California 90071

Telephone: (213) 488-6555

Facsimile: (213) 488-6554

POLARIS LAW GROUP

William L. Marder

bill@polarislawgroup.com

501 San Benito Street, Suite 200

Hollister, California 95023

Telephone: (831) 531-4214

Facsimile (831) 634-0333

Administrator:

xxx

xxx

xxx, California xxx

Telephone: (xxx) xxx-xxxx

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Settlement Administrator at (xxx) xxx-xxxx.