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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MAYRA OSORIO, on behalf of herself and all
others similarly situated;

Plaintiff,

v.

ISC ENGINEERING, LLC, a Delaware Limited
Liability Company; MUSTARD SEED
TECHNOLOGIES, INC., a California Company,
and DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 30-2021-01188961-CU-OE-CXC

Assigned to Hon. Peter Wilson

**SUPPLEMENTAL DECLARATION OF
MEHRDAD BOKHOUR IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING INFO

Date: November 9, 2023
Time: 2:00 p.m.
Dept.: CX101

1 **Issue 4: Does the deadline for remailed notices apply to Disputes?**

2 10. Yes, the deadline for remailed notices also applies to disputes.

3 **Issue 5: Objections to Settlement of Class Claims**

4 11. The Parties have executed an addendum to the settlement agreement that makes clear
5 that written objections need only include the objecting party's name, address, telephone number,
6 and concise statement of the objections. The parties have further revised paragraph 69(d) that any
7 settlement class member may appear at the final approval hearing and verbally object or be heard,
8 whether or not they have filed a written objection as outlined in the settlement agreement. *See*
9 Exhibit B.

10 **Issue 6: Disputes and related documentation**

11 12. The Parties agree to submit all disputes and related documentation to the Court and
12 the Court will have the right to review the Settlement Administrator's decision.

13 **Issue 7: Are there any currently pending related or overlapping matters?**

14 13. After a reasonable and diligent investigation including the LWDA search portal, I
15 can state that neither my office nor my co-counsel are aware of any pending cases that could be
16 affected by the settlement of the claims in this matter. Defense counsel is also not aware of any
17 pending matters.

18 **Issues re Class Notice**

19 14. The Class Notice has been revised to address the issues addressed above and
20 identified in the Court's tentative ruling.

21 15. The Parties also agree that the Class Notice needs to be translated into Spanish. The
22 settlement administrator's bid includes a Spanish translation, and its bid will not increase \$7,500.

23 16. Attached hereto as **Exhibit "C"** is the redline version of the Class Notice.

24 17. Attached hereto as **Exhibit "D"** is the clean version of the revised Class Notice that
25 will be an exhibit to the proposed order.

26 18. Attached hereto as **Exhibit "E"** is the Settlement Administrator's bid for this matter.

27 **Issues re Proposed Order**

28 19. The Proposed Order has been revised to address the issues addressed above and

1 identified in the Court's tentative ruling.

2 20. Attached hereto as **Exhibit "F"** is the redline version of the Proposed Order.

3 21. Attached hereto as **Exhibit "G"** is the clean version of the revised Proposed Order.

4 22. The parties propose March 21, 2024 at 2:00 p.m. for the final approval hearing.

5 I declare under penalty of perjury under the laws of the state of California that the foregoing
6 is true and correct on this 31st of October 2023, at Los Angeles, California.

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8 By: _____

Mehrdad Bokhour, Esq

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EXHIBIT “A”



Mehrdad Bokhour <mehrdad@bokhourlaw.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Tue, Oct 31, 2023 at 4:37 PM

To: mehrdad@bokhourlaw.com

10/31/2023 04:36:22 PM

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

EXHIBIT “B”

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum changes, alters, and/or modifies the Class Action and PAGA Settlement Agreement (“Agreement”) entered into by the Parties on or around May 31, 2023, pursuant to Paragraph 96 of the Agreement. The alterations, and/or modifications contained herein supersede terms in the Agreement that may conflict with such alterations, and/or modifications. To the extent that the changes, alterations, and/or modifications contained herein do not conflict with the terms of the Agreement, such terms of the Agreement remain in full force and effect. Each of the numbered paragraphs below corresponds with the same-number paragraph in the Agreement, and fully replaces the corresponding paragraph of the Agreement.

4. “Class Claims” or “Released Class Claims”

“Class Claims” or “Released Class Claims” will include all claims that were alleged in the original Complaint and First Amended Complaint based on the facts alleged therein, or that reasonably could have been alleged based upon the facts asserted therein or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices.

23. “PAGA Claims” or “Released PAGA Claims”

“PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the Complaint, as defined above, based on the facts alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, (5) failure to pay meal and rest break premium pay and/or failure to pay such

premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices.

67. Disputes Regarding Class Data

Disputes Regarding Class Data. Settlement Class Members are deemed to participate in the Settlement unless they opt-out. The Notice will inform Settlement Class Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during the Class Period and PAGA Periods Worked during the PAGA Period. Settlement Class Members may dispute their Workweeks Worked if they feel they were employed more workweeks in the Class Period in California than Defendants' records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a decision. However, the Court will have the ultimate right to review the Settlement Administrator's decision once it reviews the dispute and related documentation submitted with the dispute. All disputes will be initially decided within ten (10) business days of the Notice Response Deadline by the Settlement Administrator. Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

69. Objections to Settlement of Class Claims

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other

1 than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims and
2 may appear at the Final Approval Hearing and object whether or not they have filed a written
3 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
4 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
5 Response Deadline at the address set forth in the Notice. Such objection shall include the full
6 name, address, telephone number, dates of employment with Defendants of the Objecting
7 Settlement Class Member, the case name and number, and a concise statement of the objection.
8 The Settlement Administrator shall provide objections, if any, to Class Counsel and Defendants'
9 Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach
10 the same to its declaration of due diligence it files with the Court prior to the Final Approval
11 Hearing. Any Participating Class Member who files an objection remains eligible to receive
12 monetary compensation from the Settlement and will be bound by the terms of this Agreement
13 including all releases. Plaintiffs and Defendants shall not be responsible for any fees, costs, or
14 expenses incurred by any Settlement Class Member and/or his/her/their counsel related to any
15 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
16 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
17 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
18 Section 663. Settlement Class Members and Allegedly Aggrieved Employees may not object to
19 or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the Parties
20 or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
21 Requests for Exclusion, Notices of Objection, or disputes regarding Class Data or to appeal from
22 the Final Approval judgment. To the extent a timely Notice of Objection is withdrawn before
23 Final Approval, such an objection shall be treated as though no objection has been made.

24 (d) Failure to Object. Any Settlement Class Member who desires to object
25 with respect to the Class Claims but fails to timely submit a written objection waives any right to
26 object and will be foreclosed from making any objection to this Settlement. Any Settlement Class
27 Member who does not timely and properly become a party of record by intervening or filing a
28 motion to vacate the judgment waives any and all rights to appeal from the judgment, including

all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs. However, any Settlement Class Member may appear at the Final Approval Hearing and verbally object or be heard whether or not they have filed a written objection as outlined herein.

APPROVAL AND EXECUTION BY PARTIES:

Dated: September __, 2023

CLASS REPRESENTATIVE:

Mayra Osorio

Dated: September __, 2023

CLASS REPRESENTATIVE:

Troy Blanton

Dated: September __, 2023

DEFENDANT:

MUSTARD SEED TECHNOLOGIES, INC.

By
Its

Dated: September __, 2023

DEFENDANT:

**INTERCONNECT SOLUTIONS COMPANY, LLC,
formerly known as ISC ENGINEERING, LLC**

By
Its

NJ
NJ KENDALL-JONES
CEO

all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs. However, any Settlement Class Member may appear at the Final Approval Hearing and verbally object or be heard whether or not they have filed a written objection as outlined herein.

APPROVAL AND EXECUTION BY PARTIES:

9/29/2023

Dated: September __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:
Mayra Osorio
41EBBA19CDC14DF...

Mayra Osorio

10/3/2023

Dated: September __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:
Troy Blanton
B498469580724E7...

Troy Blanton

Dated: September 28, 2023

DEFENDANT:

MUSTARD SEED TECHNOLOGIES, INC.



By

Its

BRUCE T. MCLAVE SR
PRESIDENT, CEO

Dated: September __, 2023

DEFENDANT:

**INTERCONNECT SOLUTIONS COMPANY, LLC,
formerly known as ISC ENGINEERING, LLC**

By

Its

1 **APPROVED AS TO FORM:**

2 **CLASS COUNSEL**

3 Dated: September __, 2023

4 **THE FINKEL FIRM**

5
6 Jake D. Finkel
7 Attorneys for Plaintiffs

8 Dated: September __, 2023

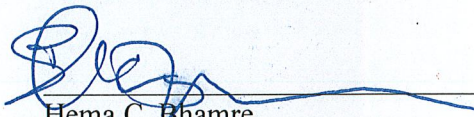
9 **BOKHOUR LAW GROUP, P.C.**

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11 Mehrdad Bokhour
12 Attorneys for Plaintiffs

13 **DEFENDANTS' COUNSEL:**

14 Dated: September 18, 2023

15 **SELF & BHAMRE**

16 
17 Hema C. Bhamre
18 Attorneys for Defendant,
19 Mustard Seed Technologies, Inc.

20 Dated: September __, 2023

21 **STRADLING YOCCA CARLSON & RAUTH**

22
23 Karla J. Kraft
24 Attorneys for Defendant,
25 Interconnect Solutions Company, LLC, formerly known as
26 ISC Engineering, LLC
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1 **APPROVED AS TO FORM:**

2
3 **October 3, 2023**
4 Dated: September __, 2023

CLASS COUNSEL

THE FINKEL FIRM

5 *Jake Finkel*

6 Jake D. Finkel
7 Attorneys for Plaintiffs

8 Dated: October 3, 2023

BOKHOUR LAW GROUP, P.C.

9
10 *Mehrdad Bokhour*
11 Mehrdad Bokhour
12 Attorneys for Plaintiffs

DEFENDANTS' COUNSEL:

13 Dated: September __, 2023

SELF & BHAMRE

14
15
16 Hema C. Bhamre
17 Attorneys for Defendant,
Mustard Seed Technologies, Inc.

18 Dated: September 28, 2023

STRADLING YOCCA CARLSON & RAUTH

19 *Karla J. Kraft*

20 Karla J. Kraft
21 Attorneys for Defendant,
22 Interconnect Solutions Company, LLC, formerly known as
23 ISC Engineering, LLC
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EXHIBIT “C”

NOTICE OF SETTLEMENT OF CLASS ACTION

Mayra Osorio, et al. v. ISC Engineering, LLC, et al.
Superior Court of the State of California, County of Orange
Case No. 30-2021-01188961-CU-OE-CXC

To: All current and former non-exempt employees employed by Interconnect Solutions Company, LLC, formerly known as ISC Engineering, LLC, and Mustard Seed Technologies, Inc. (the “Companies”) in California at any time between March 15, 2017, through May 31, 2023 (the “Class”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2023 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for either of the Companies– (referenced herein as “Workweeks” or Weeks Worked”) in California between March 15, 2017, through May 31, 2023 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Companies in California at any time from September 25, 2019, through May 31, 2023 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2023-2024 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2023 2024 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Osorio, et al. v. ISC Engineering, LLC, et al.*, Orange County Superior Court Case No. 30-2021-01188961-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Companies’ records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between March 15, 2017 through May 31, 2023 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by one or both of the Companies as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about March 15, 2021, Plaintiff Mayra Osorio filed a Class Action Complaint in the Court against Defendants, including causes of action asserting: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) unfair competition, and (8) PAGA penalties. On or about December 21, 2022, the first amended complaint was filed adding Troy Blanton as a plaintiff and named class representative and adding a claim for failure to pay all sick time.

The Companies deny these allegations and contend that they have done nothing wrong. The Companies deny that they owe any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Companies, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Companies and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

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

If you are still employed by the Companies, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Companies will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?

Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Jake D. Finkel <u>The Finkel Firm</u> <i>jake@lawfinkel.com</i> 3470 Wilshire Blvd., Suite 830 Los Angeles, California 90010 Tel: (213) 787-7411; Fax: (323) 916-0521
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IV. What are the terms of the Settlement?

On **[PA DATE]**, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Companies in California between March 15, 2017, through May 31, 2023 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Companies have agreed to pay \$850,000 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor Workforce and Development Agency ("LWDA") and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of ~~\$1210~~,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the LWDA. \$25,000 of the Settlement Amount will be allocated to Plaintiffs' claims under the PAGA. Of this amount, \$18,750 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$6,250 will be distributed to all PAGA ~~A~~aggrieved ~~E~~employees.

The PAGA Period means September 25, 2019, through May 31, 2023.

~~PAGA-A~~aggrieved ~~E~~employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of ~~Workweeks-Pay Periods during which~~ each ~~PAGA-Group-Member~~Aggrieved Employee worked during the PAGA Period relative to the total number of ~~Workweeks-Pay Periods~~ Worked by all ~~PAGA-Members~~Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives a Service Payment in the amount of ~~\$107,000-500~~ to each of them (~~\$2015~~,000 total) to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also may receive a share of the Settlement as a Class Member.

Attorneys' Fees and Expenses. Class Counsel, which includes ~~three-two~~ law firms (The Finkel Firm and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) for years and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$283,333.33) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$_____. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Companies in California. The dollars per compensable Workweek will be calculated by dividing the total Workweeks Worked (excluding any excluded workweeks) by all Settlement Class Members into the Net Settlement Amount to determine a per workweek value ("Workweek Value"). The Workweek Value will be multiplied by the number of Workweeks Worked by each Settlement Class Member during the Class Period to determine the class payment distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Settlement Amount will be distributed to all Participating Class Members (i.e., those who do not opt-out). Similarly, the PAGA payment will be determined by dividing the \$6,250 PAGA payment by the total ~~Workweeks Worked~~ Pay Periods of all PAGA aggrieved employees to determine a PAGA ~~Workweek-Pay Period~~ Value. This PAGA ~~Workweek-Pay Period~~ Value will be multiplied by the number of ~~Workweeks Worked~~ Pay Periods by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. Currently, your projected class payment is \$_____ and your projected PAGA payment is \$_____.

For each Settlement Class Member, the Weeks Worked at the Companies during the Class Period will be calculated from Companies' records. The Companies' records indicate that you worked for **[TOTAL WORKWEEKS]** **Workweeks** in California during the Class Period of March 15, 2017 through May 31, 2023. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before _____, 2023, with documentation to establish the number of weeks you claim to have actually worked for Companies in California between March 15, 2017 through May 31, 2023 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. One third (33.33%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). One third (33.33%) ~~The remaining two-thirds (66.67%)~~ of the Settlement Amount will be distributed to each participating Class Member as "interest" and one third (33.33%) will be distributed to each participating Class Member as "civil penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement

payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. The Companies will be responsible for paying its portion of the any state and federal taxes, in addition to the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Companies and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Companies funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Companies as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge the Defendants, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiffs, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the Complaint and all claims that reasonably could have been alleged in the Complaint based on the facts alleged therein, including, but not limited to, claims all claims that were pled in the original Complaint and First Amended Complaint based on the facts alleged therein, or that could have been alleged based upon the facts asserted therein or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices. ~~Based on the foregoing Labor Code violations.~~ These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Class Claims shall be at any time from March 15, 2017 through May 31, 2023 (“Release Period”). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

Likewise, the “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the Complaint, as defined above, based on the facts alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, (5) failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices. The time period governing these Released PAGA Claims shall be at any time from September 25, 2019, through May 31, 2023.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

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

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Companies and the Companies will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2023-2024 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE OSORIO V. ISC ENGINEERING LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2023-2024. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment at Companies, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and

any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections can be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2023 for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Companies. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.**

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 20232024, at 2:30-00 p.m. in Department CX-101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 20232024. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Companies in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on [REDACTED], 2023 at 82:30-00 ap.m. in Department CX-101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701.

You may also consult the Superior Court website to access documents by going to (<https://www.occourts.org/online-services/case-access/>) and entering the Case Number for the Action, Case No. 30-2021-01188961-CU-OE-CXC.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 30-2021-01188961-CU-OE-CXC:

<https://www.occourts.org/online-services/case-access/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701 during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Department CX-101 for further instructions.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT “D”

NOTICE OF SETTLEMENT OF CLASS ACTION

Mayra Osorio, et al. v. ISC Engineering, LLC, et al.
Superior Court of the State of California, County of Orange
Case No. 30-2021-01188961-CU-OE-CXC

To: All current and former non-exempt employees employed by Interconnect Solutions Company, LLC, formerly known as ISC Engineering, LLC, and Mustard Seed Technologies, Inc. (the “Companies”) in California at any time between March 15, 2017, through May 31, 2023 (the “Class”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2023 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for either of the Companies (referenced herein as “Workweeks” or Weeks Worked”) in California between March 15, 2017, through May 31, 2023 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Companies in California at any time from September 25, 2019, through May 31, 2023 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2024 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2024 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Osorio, et al. v. ISC Engineering, LLC, et al.*, Orange County Superior Court Case No. 30-2021-01188961-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Companies’ records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between March 15, 2017 through May 31, 2023 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by one or both of the Companies as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about March 15, 2021, Plaintiff Mayra Osorio filed a Class Action Complaint in the Court against Defendants, including causes of action asserting: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) unfair competition, and (8) PAGA penalties. On or about December 21, 2022, the first amended complaint was filed adding Troy Blanton as a plaintiff and named class representative and adding a claim for failure to pay all sick time.

The Companies deny these allegations and contend that they have done nothing wrong. The Companies deny that they owe any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Companies, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Companies and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

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

If you are still employed by the Companies, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Companies will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?

Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Jake D. Finkel The Finkel Firm <i>jake@lawfinkel.com</i> 3470 Wilshire Blvd., Suite 830 Los Angeles, California 90010 Tel: (213) 787-7411; Fax: (323) 916-0521
IV. What are the terms of the Settlement?	

On **[PA DATE]**, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Companies in California between March 15, 2017, through May 31, 2023 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Companies have agreed to pay \$850,000 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor Workforce and Development Agency ("LWDA") and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$10,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the LWDA. \$25,000 of the Settlement Amount will be allocated to Plaintiffs' claims under the PAGA. Of this amount, \$18,750 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$6,250 will be distributed to all PAGA Aggrieved Employees.

The PAGA Period means September 25, 2019, through May 31, 2023.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked during the PAGA Period relative to the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives a Service Payment in the amount of \$7,500 to each of them (\$15,000 total) to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also may receive a share of the Settlement as a Class Member.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (The Finkel Firm and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) for years and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$283,333.33) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$_____. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Companies in California. The dollars per compensable Workweek will be calculated by dividing the total Workweeks Worked (excluding any excluded workweeks) by all Settlement Class Members into the Net Settlement Amount to determine a per workweek value ("Workweek Value"). The Workweek Value will be multiplied by the number of Workweeks Worked by each Settlement Class Member during the Class Period to determine the class payment distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Settlement Amount will be distributed to all Participating Class Members (i.e., those who do not opt-out). Similarly, the PAGA payment will be determined by dividing the \$6,250 PAGA payment by the total Pay Periods of all PAGA aggrieved employees to determine a PAGA Pay Period Value. This PAGA Pay Period Value will be multiplied by the number of Pay Periods by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. Currently, your projected class payment is \$_____ and your projected PAGA payment is \$_____.

For each Settlement Class Member, the Weeks Worked at the Companies during the Class Period will be calculated from Companies' records. The Companies' records indicate that you worked for **[TOTAL WORKWEEKS]** Workweeks in California during the Class Period of March 15, 2017 through May 31, 2023. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before _____, 2023, with documentation to establish the number of weeks you claim to have actually worked for Companies in California between March 15, 2017 through May 31, 2023 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. One third (33.33%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). One third (33.33%) of the Settlement Amount will be distributed to each participating Class Member as "interest" and one third (33.33%) will be distributed to each participating Class Member as "civil penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution;

however, it will be reported on IRS Form 1099 as income. The Companies will be responsible for paying its portion of the any state and federal taxes, in addition to the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Companies and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Companies funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Companies as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge the Defendants, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiffs, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the Complaint and all claims that reasonably could have been alleged in the Complaint based on the facts alleged therein, including, but not limited to, claims all claims that were pled in the original Complaint and First Amended Complaint based on the facts alleged therein, or that could have been alleged based upon the facts asserted therein or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Class Claims shall be at any time from March 15, 2017 through May 31, 2023 (“Release Period”). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

Likewise, the “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the Complaint, as defined above, based on the facts alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, (5) failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices. The time period governing these Released PAGA Claims shall be at any time from September 25, 2019, through May 31, 2023.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

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

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Companies and the Companies will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2024 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE OSORIO V. ISC ENGINEERING LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2024. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment at Companies, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections can be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2023 for your objection to be considered. You

need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Companies. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2024, at 2:00 p.m. in Department CX-101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2024. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Companies in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on [REDACTED], 2023 at 2:00 p.m. in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701.

You may also consult the Superior Court website to access documents by going to (<https://www.occourts.org/online-services/case-access/>) and entering the Case Number for the Action, Case No. 30-2021-01188961-CU-OE-CXC.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 30-2021-01188961-CU-OE-CXC:

<https://www.occourts.org/online-services/case-access/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?
--

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701 during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Department CX-101 for further instructions.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT “E”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Osorio v ISC Engineering, LLC et al. (rev.)

Monday, October 30, 2023

Requesting Attorneys Name:

Mehrdad Bokhour

E-Mail:

mehrdad@bokhourlaw.com

ILYM Contact

Lisa Mullins

E-Mail

Lisa@ilymgroup.com

Contact Number

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	359
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
Subtotal				\$650.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Toll Free Customer Service Representative	Flat Rate	\$100.00	1	\$100.00
Weekly Reports	Flat Rate	\$500.00	1	Waived
Subtotal				\$2,185.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$2.00	359	\$718.00
USPS First Class Postage	Per Piece	\$0.83	359	\$297.97
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.50	22	\$53.85
Storage, Photocopies, Deliveries	Flat Fee	\$213.20	1	\$213.20

Subtotal \$1,283.02

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.50	359	\$538.50
USPS First Class Postage	Per Piece	\$0.60	359	\$215.40
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	22	\$43.08
Preparation of Taxes	Hourly	\$120.00	6	\$720.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,841.98

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Escheat Funds to CA State Controller	Flat Rate	\$300.00	1	\$300.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$990.00

TOTAL CASE ESTIMATE: \$8,950.00
Discounted Not to Exceed: \$7,500.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT “F”

~~**BOKHOUR LAW GROUP, P.C.**~~
~~Mehrdad Bokhour, Esq. (CA Bar No. 285256)~~
~~mehrdad@bokhourlaw.com~~
~~1901 Avenue of the Stars, Suite 450~~
~~Los Angeles, California 90067~~
~~Tel: (310) 975-1493; Fax: (310) 675-0861~~

~~**LAW OFFICES OF JAKE D. FINKEL**~~
~~Jake D. Finkel, Esq. (CA Bar No. 293954)~~
~~jake@lawfinkel.com~~
~~3470 Wilshire Blvd, Suite 830~~
~~Los Angeles, California 90010~~
~~Tel: (213) 787-7411; Fax: (323) 916-0521~~

~~Attorneys for Plaintiffs and the Putative Class~~

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

MAYRA OSORIO, on behalf of herself and all
others similarly situated;

Plaintiff,

v.

ISC ENGINEERING, LLC, a Delaware
Limited Liability Company; MUSTARD
SEED TECHNOLOGIES, INC., a California
Company, and DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 30-2021-01188961-CU-OE-CXC

Assigned to Hon. Peter Wilson

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING INFO

~~Date: TBD~~

~~Time: 1:30 p.m.~~

~~Dept.: CX102~~

~~Action Filed: March 29, 2022~~

~~FAC Filed: November 2, 2022~~

~~Trial Date: None Set~~

1 On ~~___~~, November 9, 2023, the Court considered Plaintiffs Mayra Osorio and Troy Blanton's
2 ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Plaintiffs' Motion"), the
3 Declarations of Mehrdad Bokhour, Jake Finkel, Mayra Osorio and Troy Blanton in Support of
4 Plaintiff's Motion, the Class Action and PAGA Settlement Agreement ("Settlement Agreement"
5 and/or "Settlement"), the Addendum to the Class Action and PAGA Settlement Agreement
6 ("Addendum") and the Notice of Proposed Class Action and PAGA Settlement ("Notice Packet")
7 and any other documents submitted in support of Plaintiffs' Motion. Having considered Plaintiffs'
8 Motion, the accompanying declarations in support thereof, and all supporting legal authorities and
9 documents, the Court ordered as follows:

10 **IT IS HEREBY ORDERED THAT:**

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
12 Addendum and Notice Packet attached hereto as **Exhibit "A"** ~~to the Declaration of Mehrdad Bokhour~~
13 ~~("Bokhour Decl.")~~, and all terms defined therein shall have the same meaning in this Order as set
14 forth in the Settlement Agreement.

15 2. For settlement purposes only, the Court conditionally certifies the following
16 Settlement Class: all current and former individuals who are or previously were employed by
17 Defendants in California who were classified as non-exempt hourly employees under California law
18 during the Class Period (*i.e.*, March 15, 2017, through May 31, 2023). Likewise, the Aggrieved
19 Employees consist of all non-exempt, hourly employees who work or worked for Defendants in
20 California during the PAGA Period (i.e., September 25, 2019 through May 31, 2023).

21 3. The Court preliminarily appoints the named Plaintiffs, Mayra Osorio and Troy
22 Blanton, as the Class Representatives, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and
23 Jake D. Finkel of The Finkel Firm as Class Counsel.

24 4. The Court hereby preliminarily approves the proposed Settlement upon the terms and
25 conditions set forth in the Settlement Agreement as amended by the Addendum. The Court finds that
26 on a preliminary basis that the Settlement appears to be within the range of reasonableness of a
27 settlement that could ultimately be given final approval by the Court. It appears to the Court on a
28 preliminary basis that the Maximum Settlement Amount is fair, adequate, and reasonable and in the

1 best interests of all potential Settlement Class Members, when balanced against the probable outcome
2 of further litigation relating to liability and damages issues. It further appears that extensive and
3 costly investigation and research has been conducted such that counsel for the parties at this time are
4 reasonably able to evaluate their respective positions. It further appears to the Court that the
5 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and
6 risks that would be presented by the further prosecution of the Action. It further appears that the
7 Settlement has been reached as the result of intensive, non-collusive, arms-length negotiations
8 utilizing an experienced mediator.

9 5. The Court approves, as to form and content, the proposed Notice Packet attached as
10 Exhibit B to the Bokhour Declaration.

11 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
12 Class Members pursuant to the terms of the Settlement Agreement. The Court finds that the
13 dissemination of the Notice Packet set forth in the Settlement Agreement complies with the
14 requirements of due process of law and appears to be the best notice practicable under the
15 circumstances.

16 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
17 exceed Gross Settlement Amount of \$850,000, which is inclusive of the payment of attorneys' fees
18 not to exceed \$283,333.33, costs not to exceed \$20,000, a Service Award not to exceed \$7,500 to
19 each named Plaintiff, a PAGA Payment of \$25,000 (of which 75% or \$18,750 will be paid to the
20 California Labor and Workforce Development Agency ("LWDA") and 25% or \$6,250 will be paid
21 to Settlement Class Members); Settlement Administration Costs not to exceed \$10,000.

22 8. Defendants shall separately pay ~~its~~ each of their respective share of payroll taxes on
23 the portion of the Individual Settlement Amounts to Participating Settlement Class Members that are
24 allocated as wages subject to withholdings.

25 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
26 of Settlement Administration Costs, not to exceed \$10,000 out of the Settlement Amount for services
27 to be rendered by on behalf of the Settlement Class Members. The Settlement Administrator shall
28 prepare and submit to Class Counsel and Defendants' Counsel a declaration attesting to the

1 completion of the notice process as set forth in the Settlement Agreement, including an explanation
2 of efforts to resend any Notice Packet returned as undeliverable and the total number of opt-outs and
3 objections received before and after the deadline.

4 10. The Court directs Defendants to work diligently and in good faith to compile from its
5 records and provide the Settlement Administrator with the “Class Data” – as defined in paragraph 6
6 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
7 Settlement Administrator, which will consist of the following information: (1) the Settlement Class
8 Members’ full names; (2) last known addresses; (3) Social Security Numbers; (4) telephone numbers;
9 and (5) dates of employment and/or number of Workweeks Worked as non-exempt employees of
10 Defendants in California during the Class Period and the PAGA Period for each Settlement Class
11 Member. Defendant shall provide the “Class Data” as referenced herein to the Settlement
12 Administrator within fourteen (14) days after entry of the Preliminary Approval Order.

13 11. The Settlement Administrator shall use the National Change of Address database (U.S.
14 Postal Service) to check for updated addresses for Settlement Class Members and shall then mail, via
15 first class U.S. mail, the Notice Packet to Settlement Class Members as approved in paragraph 5
16 herein.

17 12. The deadline by which Settlement Class Members may dispute the number of
18 Workweeks Worked, opt-out or object shall be sixty (60) calendar days from the date of mailing of
19 the Notice Packet. [Notices will be re-mailed to any Settlement Class Member for whom an updated](#)
20 [address is located within ten \(10\) calendar days following both the Settlement Administrator learning](#)
21 [of the failed mailing and its receipt of the updated address. The deadline to respond shall be the later](#)
22 [of the Notice Response Deadline or fifteen \(15\) calendar days after the remailing of the Notice.](#) Any
23 Settlement Class Member who desires to be excluded from the Settlement must timely mail or fax
24 his or her written Request for Exclusion in accordance with the Notice Packet. Requests for
25 Exclusion must include the full name, address, telephone number, last four digits of the social security
26 number or date of birth, and signature of the Settlement Class Member requesting exclusion. The
27 Request for Exclusion should state: “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
28 CLASS IN THE OSORIO V. ISC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE

1 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM
2 THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.” All such persons who
3 properly and timely exclude themselves from the Settlement shall not be Settlement Class Members
4 and shall have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no
5 standing to object to the proposed Settlement.

6 13. The deadline for filing objections to any of the terms of the Settlement shall be sixty
7 (60) calendar days from the date of mailing of the Notice Packet. Any Settlement -Class Member
8 who wishes to object to the Settlement must serve a timely written objection on the Settlement
9 Administrator, who will email a copy of the objection to Class Counsel and counsel for Defendant.
10 Class Counsel will submit a copy of the objection to the Court. Any such objection shall include the
11 full name, address, telephone number, ~~last four digits of the social security number or date of birth~~case
12 number and a concise statement of objections. ~~signature of the Objecting Settlement Class Member,~~
13 ~~and the basis for the objection, including any legal support and each specific reason in support of the~~
14 ~~objection, as well as any documentation or evidence in support thereof, and, if the Objecting~~
15 ~~Settlement Class Member is represented by counsel, the name and address of his or her counsel. Any~~
16 ~~Settlement Class Member who fails to make his or her objection in the manner provided for in this~~
17 ~~Order shall be deemed to have waived such objection and shall forever be foreclosed from making~~
18 ~~any objection to or appeal of the fairness, reasonableness or adequacy of the Settlement as~~
19 ~~incorporated in the Settlement Agreement, or to the award of Attorneys’ Fees and Costs, or Service~~
20 ~~Award to the Class Representative~~Any Settlement Class Member may appear at the Final Approval
21 Hearing and verbally object or be heard whether or not they have filed a written objection.

22 14. Any Settlement Class Member who does not submit a timely and valid Request for
23 Exclusion will be deemed a Participating Settlement Class Member and will be entitled to receive an
24 Individual Settlement Amount based upon the allocation formula described in the Settlement
25 Agreement. However, Settlement Class Members may not object to or opt-out of the Settlement with
26 respect to the Release of the PAGA Claims and Settlement Class Members who opt out of the Release
27 of Class Claims will still be paid their allocation of the PAGA Payment and will be bound by the
28

1 Release of PAGA Claims regardless of whether they submit a timely and valid Request for exclusion
2 from the Release of Class Claims.

3 15. The Court approves the handling of unclaimed funds set forth in the Settlement
4 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
5 result of a Participating Settlement Class Member's failure to timely cash a settlement check shall be
6 handled by the Settlement Administrator and be issued to the State of California Unclaimed Property
7 Fund, as set forth in the Settlement Agreement.

8 16. The following dates shall govern for purposes of this settlement:

9 ~~TBD~~ <u>November 9, 2023</u>	Preliminary Approval (PA) hearing
10 _____, 2023	
11 <i>(within 14 days after notice of entry of</i>	Deadline for Defendant to send Class Data to
12 <i>Order Granting Preliminary</i>	Settlement Administrator
13 <i>Approval)</i>	
14 <i>(within 7 days after receipt of Class</i>	Deadline for Settlement Administrator to complete
15 <i>Data)</i>	first mailing of the Notice Packet to all Settlement
16 <i>(60 calendar days after mailing Notice</i>	Class Members.
17 <i>Packet)</i>	Deadline for Settlement Class Members to submit
18 16 court days before Final Approval	Requests for Exclusion and Objections to the
19 hearing	Settlement.
20 9 court days before Final Approval	Deadline for Plaintiff to file and serve Motion for
21 hearing	Final Approval of Settlement and application for
22 5 court days before final approval	award of attorneys' fees, costs and Service
23 hearing	Payment.
24 ~~TBD~~ <u>March 21, 2024 at 2:00 p.m.</u>	Deadline for filing of any written opposition to
25 Within 30 calendar days after the	Plaintiff's Motion for Final Approval of
26 Final Effective Date	Settlement or filing any response to an objection to
27 No later than 7 calendar days after the	the Settlement.
28 deposit of funds from Defendant	Deadline for filing of any written reply to
	opposition to Motion for Final Approval of
	Settlement.
	Final Approval Hearing
	Defendant to deliver court approved funds to
	Settlement Administrator
	Settlement Administrator to issue checks

1 17. A final approval hearing shall be held in this Court on _____
2 March 21, 2024 at _____ ~~am~~/2:00 pm to determine (1) whether the proposed settlement is
3 fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of
4 attorneys' fees and costs to award to Class Counsel; and (3) the amount of service award to the Class
5 Representative. The Court may continue or adjourn the final approval hearing without further notice
6 to the Class Notice.

7 18. The Court may, for good cause shown, extend any of the deadlines set forth in this
8 Order without further notice to Settlement Class Members. In the event that the Settlement does not
9 receive final approval, or the Effective Date of the Settlement does not occur, for any reason, this
10 Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be
11 vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement
12 purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class
13 should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to
14 have reverted to their respective status as of the date and time immediately prior to the execution of
15 the Agreement.

16 19. If the Court grants Final Approval, each Participating Settlement Class Member and
17 their successors shall conclusively be deemed to have released the Class Claims, and each Class
18 Member shall conclusively be deemed to have released the PAGA Claims, set forth in the Settlement
19 Agreement and Class Notice against the Released Parties (as defined in the Agreement). Further, all
20 Participating Settlement Class Members and their successors shall be permanently enjoined and
21 forever barred from asserting any released Class Claims, and all Settlement Class Members shall be
22 permanently enjoined and forever barred from asserting any released PAGA Claims, against the
23 Released Parties.

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25 **IT IS SO ORDERED.**

26
27 DATED: _____, 2023

JUDGE OF THE SUPERIOR COURT

EXHIBIT “G”

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

MAYRA OSORIO, on behalf of herself and all
others similarly situated;

Plaintiff,

v.

ISC ENGINEERING, LLC, a Delaware
Limited Liability Company; MUSTARD
SEED TECHNOLOGIES, INC., a California
Company, and DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 30-2021-01188961-CU-OE-CXC

Assigned to Hon. Peter Wilson

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 On November 9, 2023, the Court considered Plaintiffs Mayra Osorio and Troy Blanton's
2 ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Plaintiffs' Motion"), the
3 Declarations of Mehrdad Bokhour, Jake Finkel, Mayra Osorio and Troy Blanton in Support of
4 Plaintiff's Motion, the Class Action and PAGA Settlement Agreement ("Settlement Agreement"
5 and/or "Settlement"), the Addendum to Class Action and PAGA Settlement Agreement
6 ("Addendum") and the Notice of Proposed Class Action and PAGA Settlement ("Notice Packet")
7 and any other documents submitted in support of Plaintiffs' Motion. Having considered Plaintiffs'
8 Motion, the accompanying declarations in support thereof, and all supporting legal authorities and
9 documents, the Court ordered as follows:

10 **IT IS HEREBY ORDERED THAT:**

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
12 Addendum and Notice Packet attached hereto as **Exhibit "A"**, and all terms defined therein shall
13 have the same meaning in this Order as set forth in the Settlement Agreement.

14 2. For settlement purposes only, the Court conditionally certifies the following
15 Settlement Class: all current and former individuals who are or previously were employed by
16 Defendants in California who were classified as non-exempt hourly employees under California law
17 during the Class Period (*i.e.*, March 15, 2017, through May 31, 2023). Likewise, the Aggrieved
18 Employees consist of all non-exempt, hourly employees who work or worked for Defendants in
19 California during the PAGA Period (*i.e.*, September 25, 2019 through May 31, 2023).

20 3. The Court preliminarily appoints the named Plaintiffs, Mayra Osorio and Troy
21 Blanton, as the Class Representatives, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and
22 Jake D. Finkel of The Finkel Firm as Class Counsel.

23 4. The Court hereby preliminarily approves the proposed Settlement upon the terms and
24 conditions set forth in the Settlement Agreement as amended by the Addendum. The Court finds that
25 on a preliminary basis that the Settlement appears to be within the range of reasonableness of a
26 settlement that could ultimately be given final approval by the Court. It appears to the Court on a
27 preliminary basis that the Maximum Settlement Amount is fair, adequate, and reasonable and in the
28 best interests of all potential Settlement Class Members, when balanced against the probable outcome

1 of further litigation relating to liability and damages issues. It further appears that extensive and
2 costly investigation and research has been conducted such that counsel for the parties at this time are
3 reasonably able to evaluate their respective positions. It further appears to the Court that the
4 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and
5 risks that would be presented by the further prosecution of the Action. It further appears that the
6 Settlement has been reached as the result of intensive, non-collusive, arms-length negotiations
7 utilizing an experienced mediator.

8 5. The Court approves, as to form and content, the proposed Notice Packet attached as
9 Exhibit B to the Bokhour Declaration.

10 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
11 Class Members pursuant to the terms of the Settlement Agreement. The Court finds that the
12 dissemination of the Notice Packet set forth in the Settlement Agreement complies with the
13 requirements of due process of law and appears to be the best notice practicable under the
14 circumstances.

15 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
16 exceed Gross Settlement Amount of \$850,000, which is inclusive of the payment of attorneys' fees
17 not to exceed \$283,333.33, costs not to exceed \$20,000, a Service Award not to exceed \$7,500 to
18 each named Plaintiff, a PAGA Payment of \$25,000 (of which 75% or \$18,750 will be paid to the
19 California Labor and Workforce Development Agency ("LWDA") and 25% or \$6,250 will be paid
20 to Settlement Class Members); Settlement Administration Costs not to exceed \$10,000.

21 8. Defendants shall separately pay each of their respective share of payroll taxes on the
22 portion of the Individual Settlement Amounts to Participating Settlement Class Members that are
23 allocated as wages subject to withholdings.

24 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
25 of Settlement Administration Costs, not to exceed \$10,000 out of the Settlement Amount for services
26 to be rendered by on behalf of the Settlement Class Members. The Settlement Administrator shall
27 prepare and submit to Class Counsel and Defendants' Counsel a declaration attesting to the
28 completion of the notice process as set forth in the Settlement Agreement, including an explanation

1 of efforts to resend any Notice Packet returned as undeliverable and the total number of opt-outs and
2 objections received before and after the deadline.

3 10. The Court directs Defendants to work diligently and in good faith to compile from its
4 records and provide the Settlement Administrator with the “Class Data” – as defined in paragraph 6
5 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
6 Settlement Administrator, which will consist of the following information: (1) the Settlement Class
7 Members’ full names; (2) last known addresses; (3) Social Security Numbers; (4) telephone numbers;
8 and (5) dates of employment and/or number of Workweeks Worked as non-exempt employees of
9 Defendants in California during the Class Period and the PAGA Period for each Settlement Class
10 Member. Defendants shall provide the “Class Data” as referenced herein to the Settlement
11 Administrator within fourteen (14) days after entry of the Preliminary Approval Order.

12 11. The Settlement Administrator shall use the National Change of Address database (U.S.
13 Postal Service) to check for updated addresses for Settlement Class Members and shall then mail, via
14 first class U.S. mail, the Notice Packet to Settlement Class Members as approved in paragraph 5
15 herein.

16 12. The deadline by which Settlement Class Members may dispute the number of
17 Workweeks Worked, opt-out or object shall be sixty (60) calendar days from the date of mailing of
18 the Notice Packet. Notices will be re-mailed to any Settlement Class Member for whom an updated
19 address is located within ten (10) calendar days following both the Settlement Administrator learning
20 of the failed mailing and its receipt of the updated address. The deadline to respond shall be the later
21 of the Notice Response Deadline or fifteen (15) calendar days after the remailing of the Notice. Any
22 Settlement Class Member who desires to be excluded from the Settlement must timely mail or fax
23 his or her written Request for Exclusion in accordance with the Notice Packet. Requests for
24 Exclusion must include the full name, address, telephone number, last four digits of the social security
25 number or date of birth, and signature of the Settlement Class Member requesting exclusion. The
26 Request for Exclusion should state: “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
27 CLASS IN THE OSORIO V. ISC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
28 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM

1 THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.” All such persons who
2 properly and timely exclude themselves from the Settlement shall not be Settlement Class Members
3 and shall have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no
4 standing to object to the proposed Settlement.

5 13. The deadline for filing objections to any of the terms of the Settlement shall be sixty
6 (60) calendar days from the date of mailing of the Notice Packet. Any Settlement Class Member who
7 wishes to object to the Settlement must serve a timely written objection on the Settlement
8 Administrator, who will email a copy of the objection to Class Counsel and counsel for Defendant.
9 Class Counsel will submit a copy of the objection to the Court. Any such objection shall include the
10 full name, address, telephone number, case number and a concise statement of objections. Any
11 Settlement Class Member may appear at the Final Approval Hearing and verbally object or be heard
12 whether or not they have filed a written objection.

13 14. Any Settlement Class Member who does not submit a timely and valid Request for
14 Exclusion will be deemed a Participating Settlement Class Member and will be entitled to receive an
15 Individual Settlement Amount based upon the allocation formula described in the Settlement
16 Agreement. However, Settlement Class Members may not object to or opt-out of the Settlement with
17 respect to the Release of the PAGA Claims and Settlement Class Members who opt out of the Release
18 of Class Claims will still be paid their allocation of the PAGA Payment and will be bound by the
19 Release of PAGA Claims regardless of whether they submit a timely and valid Request for exclusion
20 from the Release of Class Claims.

21 15. The Court approves the handling of unclaimed funds set forth in the Settlement
22 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
23 result of a Participating Settlement Class Member’s failure to timely cash a settlement check shall be
24 handled by the Settlement Administrator and be issued to the State of California Unclaimed Property
25 Fund, as set forth in the Settlement Agreement.

26 16. The following dates shall govern for purposes of this settlement:
27
28

November 9, 2023	Preliminary Approval (PA) hearing
_____, 2023 (within 14 days after notice of entry of Order Granting Preliminary Approval)	Deadline for Defendants to send Class Data to Settlement Administrator
(within 7 days after receipt of Class Data)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
(60 calendar days after mailing Notice Packet)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and Service Payment.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement or filing any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
March 21, 2024 at 2:00 p.m.	Final Approval Hearing
Within 30 calendar days after the Final Effective Date	Defendants to deliver court approved funds to Settlement Administrator
No later than 7 calendar days after the deposit of funds from Defendant	Settlement Administrator to issue checks

17. A final approval hearing shall be held in this Court on March 21, 2024 at 2:00 pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service award to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

18. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Settlement Class Members. In the event that the Settlement does not receive final approval, or the Effective Date of the Settlement does not occur, for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be

1 vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement
2 purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class
3 should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to
4 have reverted to their respective status as of the date and time immediately prior to the execution of
5 the Agreement.

6 19. If the Court grants Final Approval, each Participating Settlement Class Member and
7 their successors shall conclusively be deemed to have released the Class Claims, and each Class
8 Member shall conclusively be deemed to have released the PAGA Claims, set forth in the Settlement
9 Agreement and Class Notice against the Released Parties (as defined in the Agreement). Further, all
10 Participating Settlement Class Members and their successors shall be permanently enjoined and
11 forever barred from asserting any released Class Claims, and all Settlement Class Members shall be
12 permanently enjoined and forever barred from asserting any released PAGA Claims, against the
13 Released Parties.

14
15 **IT IS SO ORDERED.**

16
17 DATED: _____, 2023

JUDGE OF THE SUPERIOR COURT

EXHIBIT “A”

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement is entered into by and between
3 Plaintiffs Mayra Osorio and Troy Blanton, individually and on behalf of all others similarly
4 situated, and Defendants ISC Engineering, LLC and Mustard Seed Technologies, Inc., and is
5 approved by their respective counsel of record, subject to the terms and conditions hereof and the
6 Court's approval.

7 **A. Definitions**

8 1. "Action" or "Lawsuit" means and refers to the case entitled *Osorio, et al. v. ISC*
9 *Engineering, LLC, et al.*, Case No. 30-2021-01188961-CU-OE-CXC, filed in the Orange County
10 Superior Court.

11 2. "Allegedly Aggrieved Employees" means all non-exempt, hourly employees who
12 work or worked for Defendants in California during the PAGA Period, as defined below.

13 3. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation" shall mean
14 this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

15 4. "Class Claims" or "Released Class Claims" will include all claims that were pled
16 in the original Complaint and First Amended Complaint based on the facts alleged therein, or that
17 could have been alleged based upon the facts asserted therein or that arise from, are attributable
18 to, or are related to the facts asserted therein, except the claim under the PAGA, including claims
19 for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such
20 wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such
21 wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest
22 break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure
23 to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation
24 of employment, and (8) unfair and unlawful business practices.

25 5. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
26 Jake D. Finkel of The Finkel Firm.

27 6. "Class Data" means a complete list that Defendants will diligently and in good
28 faith compile from their records and provide to the Settlement Administrator and shall include:

1 each respective Settlement Class Member's full name; last known address; last known telephone
2 number; Social Security number; and dates of employment and/or number of Workweeks worked
3 during the Class Period and the number of PAGA Periods worked during the PAGA Period, if
4 applicable. At no time during the Settlement process will any Class Member's identifying
5 information, as described in this paragraph above, be filed with the Court, except under seal and
6 only if ordered by the Court.

7 7. "Class Period" and "Class Release Period" shall mean March 15, 2017 through
8 May 31, 2023, or upon the execution of this Agreement, whichever occurs first.

9 8. "Class Representatives" or "Plaintiffs" means and refers to Mayra Osorio and Troy
10 Blanton, individually and jointly.

11 9. "Complaint" refers to the First Amended Complaint filed in Orange County
12 Superior Court action entitled *Osorio, et al. v. ISC Engineering, LLC, et al.*, Case No. 30-2021-
13 01188961-CU-OE-CXC.

14 10. "Court" means the California Superior Court, County of Orange or any Court of
15 competent jurisdiction.

16 11. "Defendants" means and refers to Interconnect Solutions Company, LLC,
17 formerly known as ISC Engineering, LLC and Mustard Seed Technologies, Inc.

18 12. "Defendants' Counsel" or "Defense Counsel" means and refer to counsel
19 identified in paragraph 92 below on behalf of each defendant.

20 13. "Effective Date" means the latter of (a) the Court's final approval of the settlement
21 if no objection(s) by or on behalf of Class Members have been filed and not withdrawn; (b) the
22 time for appeal has expired if an objection has been filed and no appeal has been filed or has been
23 filed and withdrawn; (c) the time for the Class Representatives and Plaintiffs' Counsel to appeal
24 as contemplated by paragraphs 47(f) and 47(i) has expired; or (d) the final resolution of any appeal
25 that has been filed. In no event shall the Effective Date occur before the judgment of the Court
26 granting final approval of the settlement documented by this Agreement is final and no longer
27 subject to appeal.

28 ///

1 14. “Final Approval” refers to the order of the Court granting final approval of this
2 Settlement Agreement and entering a judgment approving this Settlement on substantially the
3 same terms provided herein or as may be modified by subsequent agreement of the Parties or
4 order of the Court.

5 15. “Final Settlement Class” means, collectively, all Participating Class Members and
6 all Allegedly Aggrieved Employees.

7 16. “First Amended Complaint” means the First Amended Complaint filed in this
8 Action.

9 17. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
10 47(d) below.

11 18. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(c)
12 below.

13 19. “Notice” means the Notice of Proposed Class Action Settlement and Final
14 Approval Hearing that will be sent to the Settlement Class Members and Allegedly Aggrieved
15 Employees and is attached to this Agreement as Exhibit “A”.

16 20. “Notice Response Deadline” is sixty (60) calendar days from the date the Notice
17 is mailed to the Settlement Class Members.

18 21. “Objecting Settlement Class Member” means a Settlement Class Member, other
19 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with
20 respect to the Class Claims pursuant to Paragraph 69(c) below.

21 22. “PAGA” shall refer to the California Labor Code Private Attorneys General Act
22 of 2004, California Labor Code Sections 2698–2699.5.

23 23. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for
24 civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice
25 and that were or could have been pled in the Complaint, as defined above, based on the facts
26 alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime
27 wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time
28 wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break

1 violations, (5) failure to pay meal and rest break premium pay and/or failure to pay such premium
2 pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7)
3 failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful
4 business practices.

5 24. "PAGA Notice" shall refer to the notices sent by Plaintiff, by and through counsel,
6 on or about September 25, 2020, to the Labor and Workforce Development Agency ("LWDA")
7 and to Defendants, alleging that Defendants engaged in violations of the California Labor Code
8 and California Wage Order(s).

9 25. "PAGA Period" and "PAGA Release Period" shall mean September 25, 2019
10 through May 31, 2023, or upon the execution of this Agreement, whichever occurs first.

11 26. "Participating Class Member" means any and all Settlement Class Members who
12 are deemed to participate and who do not opt-out of the settlement of the Class Claims by
13 submitting timely valid Requests for Exclusion.

14 27. "Parties" or "Settling Parties" mean Plaintiffs, the Settlement Class Members, the
15 Allegedly Aggrieved Employees, and Defendants, collectively.

16 28. "Preliminary Approval Date" means the date the Court preliminarily approves the
17 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

18 29. "Preliminary Approval Order" means the judicial Order to be entered by the Court,
19 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and
20 providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt
21 out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of
22 this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of
23 Settlement, including approval of attorneys' fees and costs.

24 30. "QSF" means the Qualified Settlement Fund set up by the Settlement
25 Administrator for the benefit of the Final Settlement Class, and from which the settlement
26 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue
27 Code Section 468.

28 ///

1 31. “Released Parties” shall refer to Defendants, and each of them, and each of their
2 parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns,
3 and each of their former and present directors, officers, shareholders, owners, members,
4 employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint
5 employer of Plaintiffs, the Settlement Class Members, and the Allegedly Aggrieved Employees.

6 32. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 69(a)
7 below.

8 33. “Service Payment” or “Service Award” means the amount approved by the Court
9 to be paid to each Class Representative in addition to their Individual Settlement Amount as a
10 Participating Class Member.

11 34. “Settlement Administration Costs” means the costs payable from the Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not
13 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due
14 diligence, reporting and remittance obligations, distributing the Settlement Amount, and
15 providing necessary reports and declarations, as requested by the Parties and the Court. The
16 Settlement Administration Costs shall be paid from the Settlement Amount.

17 35. “Settlement Administrator” means and refers to ILYM Group, Inc., which the
18 Parties have mutually agreed will provide the Notice to the Class Members and distribute the
19 settlement amounts as described in this Agreement.

20 36. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning
21 ascribed to it in Paragraph 47(a) below.

22 37. “Settlement Class Member” or “Class Member” refers to individual members of
23 the Settlement Class.

24 38. “Settlement Class” and “Settlement Class Members” refers to all persons who are
25 or were previously employed by Defendants in California classified as a non-exempt, hourly
26 employee during the Class Period.

27 39. “Workweeks Worked” and “PAGA Pay Periods Worked” for each Settlement
28 Class Member and Aggrieved Employee means any workweek during the Class Period and/or

1 pay period during the PAGA Period, as applicable, in which the Settlement Class Member and/or
2 Aggrieved Employee was employed by Defendants as a non-exempt, hourly employee in
3 California and worked at least one shift during the workweek or pay period, respectfully, for or
4 on behalf of Defendants for which a prior release of claims has not been signed. Workweeks
5 Worked and PAGA Pay Periods Worked shall not include weeks or pay periods where a
6 Settlement Class Member and/or Aggrieved Employee only had sick time, vacation time, was on
7 leave, or otherwise did not record any actual work time in Defendants' timekeeping system.
8 Workweeks Worked and PAGA Pay Periods Worked will be calculated based on Defendants'
9 business records.

10 **B. General Terms**

11 40. On or about March 15, 2021, Plaintiff Mayra Osorio filed a Class Action
12 Complaint in the Court against Defendants, including causes of action asserting: (1) failure to pay
13 minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period
14 violations, (5) wage statement violations, (6) waiting time penalties, (7) unfair competition, and
15 (8) PAGA penalties. On December 21, 2022, Plaintiffs filed the First Amended Complaint that
16 added Troy Blanton as a named class representative and a failure to pay all sick time wages claim.

17 41. Defendants deny Plaintiffs' claims and allegations in the PAGA Notice, the
18 original Class Action Complaint and the First Amended Complaint in their entirety and contends
19 that the Action is meritless and is not suitable for class certification and/or representative
20 treatment. Nothing in this Agreement is intended or will be construed as an admission by
21 Defendants that the claims in the Action have merit or that Defendants bear any liability to
22 Plaintiffs, the Settlement Class Members or the Allegedly Aggrieved Employees on those claims
23 or any other claims. Nevertheless, Defendants have taken into account the uncertainty and risks
24 inherent in any litigation and concluded that further defense of the Action would be protracted
25 and expensive. Defendants, therefore, have determined that it is desirable and beneficial that the
26 Action be settled in a manner and upon the terms and conditions set forth in this Settlement
27 Agreement.

28 ///

1 42. Class Representatives believe they can proceed with their class and representative
2 claims, that the Action is meritorious, and that class certification is appropriate. Nevertheless,
3 Plaintiffs also have taken into account the uncertainty and risks inherent in any litigation and
4 concluded that further litigation of the Action would be protracted and expensive. Plaintiffs,
5 therefore, have determined that it is desirable and beneficial that the Action be settled in the
6 manner and upon the terms and conditions set forth in this Settlement Agreement.

7 43. The Parties conducted a thorough investigation into the facts of the Action. This
8 includes conducting extensive exchange of informal discovery, including Defendants' written
9 policies and practices and the production of all available payroll and timekeeping records for
10 Settlement Class Members and Allegedly Aggrieved Employees. Class Counsel is both
11 knowledgeable about and has done extensive research with respect to the applicable law and
12 potential defenses to the claims of the Settlement Class Members and Allegedly Aggrieved
13 Employees. Class Counsel has diligently pursued an investigation of the Class Members' claims
14 against Defendants. Based on the foregoing data and on their own independent investigation and
15 evaluation, Class Counsel is of the opinion that the settlement with Defendants for the
16 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
17 adequate and is in the best interest of the Settlement Class Members and Allegedly Aggrieved
18 Employees in light of all known facts and circumstances, including the risk of significant delay
19 and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous
20 potential appellate issues.

21 44. On September 26, 2022, and February 17, 2023, the Parties participated in
22 mediation before Hon. Margaret Nagle (Ret.), a highly experienced class and
23 PAGA/representative action mediator. After two mediations and subsequent negotiations, the
24 Parties reached a settlement. The Parties agree that the terms and conditions of this Agreement
25 are the result of lengthy, intensive, arms-length negotiations between the Parties supervised by a
26 highly experienced class and representative action mediator. This Agreement represents a
27 compromise and settlement of highly disputed claims, and is intended to settle, compromise and
28 discharge the Released Claims against the Released Parties fully, finally, and forever.

1 45. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
2 to be performed or judgments to be entered pursuant to the terms of the Settlement and
3 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of
4 any statute or law or liability on the claims or allegations in the Action.

5 46. Stipulation for Class Certification and Representative Treatment. For settlement
6 purposes only, Defendants will stipulate that the Settlement Class Members described herein who
7 do not submit a Request for Exclusion from the Settlement Class may be conditionally certified
8 as a settlement class and that the Allegedly Aggrieved Employees are appropriate for
9 representative treatment for purposes of settlement. This stipulation to certification and
10 representative treatment is in no way an admission that class action certification and/or
11 representative treatment is proper and shall not be admissible in this or in any other action except
12 for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to
13 issue Final Approval, the Parties' stipulation to class certification and representative treatment as
14 part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall
15 not be admissible in connection with the issue of whether or not class certification and/or
16 representative treatment would be appropriate in a non-settlement context. Defendants expressly
17 reserve their right and declare that they will continue to oppose class certification, representative
18 treatment, and the substantive merits of the case should the Court fail to issue Final Approval.
19 Plaintiffs expressly reserve their rights and declare that they will continue to pursue class
20 certification and representative treatment and a trial should the Court fail to issue Final Approval.

21 **C. Terms of Settlement**

22 47. The financial terms of the Settlement are as follows:

23 (a) Gross Settlement Amount: The Parties agree to settle this Action for Eight
24 Hundred Fifty Thousand Dollars (\$850,000.00) ("the Gross Settlement Amount"). The Gross
25 Settlement Amount is the maximum amount that will be paid by Defendants, and includes
26 Individual Settlement Amounts, attorneys' fees of Class Counsel, costs and expenses, the Service
27 Payment to Class Representatives, all Settlement Administration Costs, and payment to the Labor
28 Workforce Development Agency (LWDA) for PAGA penalties. Defendants shall separately pay

1 the employers' share of applicable payroll taxes, to be calculated by the Settlement Administrator.

2 (b) The Gross Settlement Amount is based on Defendants' representation that there
3 are approximately 32,402 total workweeks in the Class Period. In the event that the actual number
4 of workweeks worked by all Class Members during the Class Period increases by more than 10%,
5 then there shall be a pro rata upward adjustment to the Gross Settlement Amount.

6 (c) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross
7 Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the Court,
8 the Service Payment to Class Representatives as approved and awarded by the Court, the
9 Settlement Administration Costs as approved and awarded by the Court, and the Twenty-Five
10 Thousand Dollars (\$25,000.00) allocated to payment for PAGA penalties as described in
11 paragraph 47(d) below. In the event that the Court reduces the attorneys' fees and litigation costs,
12 Service Awards, or Settlement Administration Costs, or either increases or decreases the amount
13 allocated to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly.

14 (d) Individual Settlement Amounts for the Settlement Class: The Settlement
15 Administrator will use the Class Data provided by Defendants to calculate each Participating
16 Class Member's and Aggrieved Employee's Individual Settlement Amounts based on the
17 following formula:

18 i. PAGA Amount: \$25,000 of the Gross Settlement Amount has been
19 designated to the PAGA claims. Twenty-five percent (25%), or \$6,250, shall be paid out to
20 Allegedly Aggrieved Employees, while seventy-five percent (75%), or \$18,750, will be paid to
21 the LWDA. Each Aggrieved Employee shall receive a portion of the \$6,250 proportionate to the
22 number of PAGA Pay Periods Worked by the Allegedly Aggrieved Employees during the PAGA
23 Period compared to the total number of PAGA Pay Periods Worked by all Allegedly Aggrieved
24 Employees during the PAGA Period. Allegedly Aggrieved Employees shall have their settlement
25 amount for the Released PAGA claims paid one hundred percent (100%) as civil penalties for
26 which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement
27 Administrator.

28 ///

1 ii. Class Amount: The Net Settlement Amount shall be allocated to each
2 Participating Class Member based on his/her/their proportionate Workweeks Worked during the
3 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
4 numerator of which is the Participating Class Member's total Workweeks Worked during the
5 Class Period, and the denominator of which is the total Workweeks Worked by all Participating
6 Class Members during the Class Period. If there are any timely submitted Requests for Exclusion,
7 the Settlement Administrator shall proportionately increase the Individual Settlement Amounts
8 for each Participating Class Member so that the amount actually distributed to Participating Class
9 Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

10 (e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts
11 will be allocated for tax purposes based on the allegations in the Action as follows: one third
12 (33.33%) will be paid as wages subject to withholding of all applicable local, state, and federal
13 taxes; one third (33.33%) will be paid as interest; and one third (33.34%) will be paid as penalties.
14 Pursuant to, *e.g.*, California Labor Code Sections 203 and 226, no taxes will be withheld from the
15 two thirds (66.67%) that will be paid as interest and as civil penalties. The Settlement
16 Administrator will issue to each Participating Class Member an Internal Revenue Service Form
17 W-2 and comparable state forms with respect to the wage allocation, and a Form 1099 with respect
18 to the civil penalties and interest allocations.

19 (f) Service Payment to Class Representatives: The amount awarded to each Class
20 Representative as a Service Payment will be set by the Court in its discretion, not to exceed Seven
21 Thousand Five Hundred Dollars (\$7,500) to each Plaintiff. Defendants agree not to oppose this
22 request. The Service Payments to the Class Representatives will be paid out of the Gross
23 Settlement Amount. Class Representatives will be issued IRS Form 1099 in connection with these
24 payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on
25 this payment. The Parties agree that any amount awarded by the Court as the Service Payment to
26 Plaintiffs less than the requested amount shall not be a basis for Plaintiffs or Class Counsel to
27 void this Agreement. Should the Court approve a lesser amount for the Service Payments, the
28 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class

1 Members. In the event of any appeal of the amount of the service awards (if any) approved by the
2 Court, if, after the exhaustion of any such appellate review, additional amounts not awarded to
3 the Class Representatives shall be added to the Net Settlement Amount to be distributed to the
4 Participating Class Members.

5 (g) Attorneys' Fees and Costs: Defendants agree not to oppose a request by Class
6 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Gross Settlement
7 Amount (approximately Two Hundred Eighty-Three Thousand Three Hundred Thirty-Three
8 Dollars and Thirty-Three Cents (\$283,333.33), plus reasonable litigation costs not to exceed
9 Twenty Thousand Dollars (\$20,000) ("Attorneys' Fees and Cost Award"). For purposes of this
10 Settlement only, Defendants agrees not to oppose any request by Class Counsel that attorneys'
11 fees should be based on the common fund theory. The Attorneys' Fee and Cost Award shall be
12 paid from the Gross Settlement Amount, and except for this award, Defendants shall have no
13 further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the
14 Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added
15 to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
16 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
17 Settlement Agreement or otherwise void the Settlement. In the event of any appeal of the amount
18 of the awards of attorneys' fees and costs (if any) approved by the Court, final funding and
19 administration of the portion of the attorneys' fees and/or costs award in dispute will be
20 segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any
21 such appellate review, additional amounts not awarded to as attorneys' fees and costs shall be
22 added to the Net Settlement Amount to be distributed to the Participating Class Members and/or
23 Allegedly Aggrieved Employees. The Settlement Administrator shall issue to Class Counsel an
24 IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class
25 Counsel agrees that any allocation of fees between or among Class Counsel and any other attorney
26 representing or claiming to represent the Class Members shall be the sole responsibility of Class
27 Counsel.

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1 (h) Settlement Administration Costs: The fees and other charges of the Settlement
2 Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000 subject to
3 Court approval, unless an increase in fees and/or charges is approved by all Parties and the Court.
4 Any such increase shall be paid from the Gross Settlement amount and reduce the Net Settlement
5 Amount.

6 (j) Tax Liability: Class Counsel, Defendants, and Defendants' Counsel make no
7 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder,
8 and Plaintiffs and the Settlement Class Members are not relying on any statement or
9 representation by Class Counsel, Defendants, or Defendants' Counsel in this regard. Plaintiffs
10 and Final Settlement Class Members understand and agree that they will be solely responsible for
11 the payment of any taxes and penalties assessed on their respective Settlement Amounts described
12 herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or
13 local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times
14 and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent
15 with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other
16 applicable tax law, are changed after the date of this Agreement, the processes set forth in this
17 Section may be modified in a manner to bring Defendants into compliance with any such changes.

18 (k) No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defendants'
19 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
20 Settlement Agreement be relied upon as such within the meaning of United States Treasury
21 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

22 48. No Credit Towards Benefit Plans. The Individual Settlement Payments and
23 Individual PAGA Payments made to Participating Class Members and/or Allegedly Aggrieved
24 Employees under this Settlement Agreement, as well as any other payment made pursuant to this
25 Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit
26 plans to which any Participating Class Members and/or Allegedly Aggrieved Employees may be
27 eligible, including but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
28 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,

1 it is the Parties' intention that this Settlement Agreement will not affect the rights, contributions,
2 or amounts to which any Participating Class Member and/or Allegedly Aggrieved Employees
3 may be entitled under benefit plans.

4 49. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under
5 no circumstances will any portion of the Settlement Amount revert to Defendants. Final
6 Settlement Class Members will not have to make a claim to receive an Individual Settlement
7 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to
8 each Final Settlement Class Member. The Settlement Administrator shall be responsible for
9 accurately and timely reporting any remittance obligations with respect to unclaimed funds as a
10 result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the
11 check cashing deadline, as set forth herein.

12 50. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and
13 adequate, and will so represent same to the Court.

14 **D. Release by Plaintiffs and the Final Settlement Class**

15 51. Upon the Effective Date of this Settlement, Plaintiffs and each Participating Class
16 Member, for themselves and for their respective agents, spouses, domestic partners, marital
17 community, children, estates, trusts, attorneys, heirs, predecessors, successors, beneficiaries,
18 devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and
19 representatives, will forever completely release and discharge the Released Parties from the
20 Released Class Claims for the Class Release Period.

21 52. Each Participating Class Member will be deemed to have made the foregoing
22 Release as if by manually signing it.

23 53. Upon the Effective Date of this Settlement, Plaintiffs, the LWDA, and each
24 Allegedly Aggrieved Employee, for themselves and for their respective agents, spouses, domestic
25 partners, marital community, children, estates, trusts, attorneys, heirs, predecessors, successors,
26 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
27 assigns, and representatives, will forever completely release and discharge the Released Parties
28 from the Released PAGA Claims for the PAGA Release Period.

1 54. Each Aggrieved Employee and the LWDA will be deemed to have made the
2 foregoing Release as if by manually signing it.

3 55. Plaintiffs and Defendants intend that the Settlement described in this Agreement
4 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
5 arbitration, demand, or other action of any kind, by each and all of the Participating Class
6 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released
7 Class Claims. The Settlement Class Members shall be notified in the Notice. This paragraph does
8 not apply to any Settlement Class Member who timely and validly opts out of the Settlement for
9 purposes of Class Claims.

10 56. Plaintiffs and Defendants intend that the Settlement described in this Agreement
11 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
12 arbitration, demand, or other action of any kind, by each and all of the Allegedly Aggrieved
13 Employees and the LWDA to obtain a recovery based on, arising out of, and/or related to any and
14 all of the Released PAGA Claims. The Allegedly Aggrieved Employees and the LWDA shall be
15 so notified in the Notice.

16 57. Class Representative, on behalf of themselves and the Participating Settlement
17 Class Members, acknowledges and agrees that the Class Claims or Released Class Claims are
18 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
19 him. Class Representative, on behalf of themselves and the Participating Settlement Class
20 Members, acknowledges and agrees that California Labor Code Section 206.5 is not applicable
21 to the Parties hereto. Section 206.5 provides in pertinent part as follows:

22 An employer shall not require the execution of any release of any claim or right on
23 account of wages due, or to become due, or made as an advance on wages to be
24 earned, unless payment of those wages has been made.

25 **E. Release by Class Representatives**

26 58. As a material inducement to Defendants to enter into this Settlement Agreement,
27 in addition to Class Representatives' release of the Released Class Claims and Released PAGA
28 Claims, as discussed in Paragraphs 51 and 53 above, Class Representatives do hereby, for

1 themselves and for their respective agents, spouses, domestic partners, marital community,
2 children, estates, trusts, attorneys, heirs, predecessors, successors, beneficiaries, devisees,
3 legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives,
4 forever completely release and discharge the Released Parties from any and all charges,
5 complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies,
6 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses
7 (including for back wages, meal and rest break premium pay, statutory penalties, civil penalties,
8 liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature
9 whatsoever, from the beginning of time through the execution of this Settlement Agreement,
10 whether known or unknown, suspected or unsuspected, concealed or hidden, including but not
11 limited to all claims arising out of, based upon, or relating to Class Representatives' employment
12 with Defendants or the remuneration for or termination of such employment (collectively, the
13 "Class Representatives' Claims").

14 59. Without limiting the generality of the foregoing release, Class Representatives,
15 and each of them, also expressly release all claims or rights against Released Parties arising out
16 of or relating to alleged violations of any contracts, express or implied (including but not limited
17 to any contract of employment); any contract or covenant of good faith and fair dealing (express
18 or implied); any tort, including but not limited to, negligence, fraud, misrepresentation and
19 violation of California Labor Code Section 970, negligent infliction of emotional distress,
20 intentional infliction of emotional distress, defamation, "retaliation" claims and claims for
21 violation of public policy, any claim for improper or unauthorized wage deductions, failure to pay
22 the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other
23 damages, overtime, and alleged "off the clock" work under federal and state law, including, but
24 not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to
25 California Labor Code Section 203, damages, or penalties pursuant to California Labor
26 Code Section 226, meal period and rest break payments and penalties pursuant to California Labor
27 Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California
28 Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Section

210, failure to indemnify for business expenses pursuant to Labor Code Section 2802, failure to provide one day of rest in seven pursuant to California Labor Code Sections 551 and 552, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200, *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code Sections 2699, *et seq.*, and the alleged violation or breach of any other state or federal statute, rule, and or regulation or local ordinance; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendants’ right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. Section 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. Section 209(d)(1) and California Labor Code Section 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. Section 12100, *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. Section 2601, *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code Section 12900, *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), age, or any other protected characteristic, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code Section 12945.1, *et seq.* (family/medical leave); (8) California Labor Code, including but not limited to, Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and

1 national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination);
2 (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the
3 Fair Labor Standards Act; (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et*
4 *seq.* (employee benefits); (14) the California Civil Code; (15) the California Labor Code; (16) the
5 California Constitution; (17) the National Labor Relations Act; (18) the Americans with
6 Disabilities Act of 1990; (19) the Occupational Safety and Health Act; (20) the Consolidated
7 Omnibus Budget Reconciliation Act of 1985; (21) the Worker Adjustment and Retraining
8 Notification Act (“WARN”); (22) the Employee Retirement Income Security Act of 1974; (23)
9 the Rehabilitation Act of 1973; (23) the Internal Revenue Code of 1986, as amended; (24) the
10 California Government Code; (25) the California Constitution; (26) the Families First
11 Coronavirus Response Act; (27) the California Healthy Workplace Healthy Family Act; and (28)
12 any other federal, state, or local statute or legislation. Further, Class Representatives each agree
13 to the fullest extent permitted by law that, other than this Action, Class Representatives, and each
14 of them, will not pursue any putative class action, collective action, or representative action
15 against the Released Parties, or any of them, and that if such action is filed by any other person,
16 Class Representatives will withdraw as a participant.

17 60. Class Representatives expressly waive and relinquish all rights and benefits
18 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
19 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
20 of the State of California states:

21 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
22 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
23 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
24 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
25 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
THE DEBTOR OR RELEASED PARTY.”

26 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
27 full and complete release and discharge of all Released Parties, Class Representative, and Class
28 Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect,

1 without limitation, all claims that Class Representatives knew of, as well as all claims that they
2 do not know or suspect to exist in their favor against the Released Parties, or any of them, for the
3 time period from the beginning of time to the execution of this Settlement Agreement, and that
4 this Settlement Agreement contemplates the extinguishment of any and all such Class
5 Representative's claims. Notwithstanding the foregoing, the waiver and release in this agreement
6 does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not
7 limited to, workers' compensation claims and this Agreement in no way affects Plaintiffs'
8 entitlement and/or benefits to be received by Plaintiffs in workers' compensation pursuant to the
9 jurisdiction of workers' compensation.

10 **F. Interim Stay of Proceedings**

11 61. Pending completion of all of the prerequisites necessary to effectuate this
12 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
13 except such as are necessary to effectuate the Settlement.

14 **G. Notice Process**

15 62. Appointment of Settlement Administrator. The Parties have agreed to the
16 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
17 including mailing the Notice, using standard devices to obtain forwarding addresses,
18 independently reviewing and verifying documentation associated with any claims or opt-out
19 requests, resolving any disputes regarding the calculation or application of the formula for
20 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
21 Final Settlement Class Members and Allegedly Aggrieved Employees, issuing Forms W-2 and
22 1099, reporting to taxing authorities, due diligence, reporting and remittance obligations, and
23 performing such other tasks as set forth herein or as the Parties mutually agree or that the Court
24 orders. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Final
25 Settlement Class Members, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms
26 as may be required by law for all amounts paid pursuant to this Agreement. The Settlement
27 Administrator shall also be responsible for setting up all necessary tax accounts and forwarding
28 all payroll taxes and penalties to the appropriate government authorities.

1 63. Disputes Regarding Settlement Administration. Any and all disputes relating to
2 administration of the Settlement by the Settlement Administrator (except for disputes regarding
3 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
4 over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendants notify
5 the Court that all payments and obligations contemplated by this Settlement Agreement have been
6 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
7 good faith to resolve the dispute without the necessity of Court intervention.

8 64. Class Data. Within fourteen (14) calendar days after entry of the Preliminary
9 Approval Order, Defendants shall each provide the Class Data in their possession to the
10 Settlement Administrator. The Settlement Administrator will run a check of the Class Members'
11 addresses against those on file with the U.S. Postal Service's National Change of Address List.
12 The Class Data provided to the Settlement Administrator will not be provided to Class Counsel
13 and it will remain confidential, it shall be used solely to administer the Settlement, and it will not
14 be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to
15 Defendants' express written consent, or by order of the Court.

16 65. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
17 Administrator to the Settlement Class Members, by first class mail, within seven (7) calendar
18 days following the Settlement Administrator's receipt of the Class Data. The Settlement
19 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses
20 of Settlement Class Members if any envelopes are returned.

21 66. Returned Notices. The Settlement Administrator will take steps to ensure that the
22 Notice is received by all Settlement Class Members, including utilization of the National Change
23 of Address Database maintained by the United States Postal Service to review the accuracy of
24 and, if possible, update a mailing address. If no forwarding address is provided, the Settlement
25 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
26 search using the name, address, and/or Social Security number of the Class Member involved and
27 will then perform a single re-mailing. In the event the procedures in this Paragraph are followed
28 and the intended recipient of a Notice packet still does not receive the Notice packet, the Class

1 Member shall be bound by all terms of the Settlement and any Judgment entered by the Court if
2 the Settlement is approved by the Court. Notices will be re-mailed to any Settlement Class
3 Member for whom an updated address is located within ten (10) calendar days following both the
4 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
5 Notice shall be identical to the original Notice, except that it shall notify the Settlement Class
6 Member that the exclusion (opt-out) request or objection must be returned by the later of the
7 Notice Response Deadline or fifteen (15) calendar days after the remailing of the Notice.

8 67. Disputes Regarding Class Data. Settlement Class Members are deemed to
9 participate in the Settlement unless they opt-out. The Notice will inform Settlement Class
10 Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks
11 Worked during the Class Period and PAGA Periods Worked during the PAGA Period. Settlement
12 Class Members may dispute their Workweeks Worked if they feel they were employed more
13 workweeks in the Class Period in California than Defendants' records show by timely submitting
14 evidence to the Settlement Administrator. Defendants' records will be presumed determinative
15 absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will
16 evaluate the evidence submitted by the Settlement Class Member and provide the evidence
17 submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith
18 about the evidence to determine the Class Member's actual number of Workweeks Worked and
19 estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to
20 agree, they agree to submit the dispute to the Settlement Administrator to render a final decision.
21 All disputes will be decided within ten (10) business days of the Notice Response Deadline.
22 Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks
23 Worked, object, or opt out, unless extended by the Court. In the event that the Settlement
24 Administrator increases the number of Workweeks Worked for any Settlement Class Member,
25 then the Settlement Administrator will recalculate the Participating Class Members' Individual
26 Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross
27 Settlement Amount.

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1 68. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
2 for the Parties, at least twenty-five (25) calendar days prior to the final approval hearing, a
3 declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

4 69. Settlement Class Members' Rights. Each Settlement Class Member will be fully
5 advised of the Settlement, the ability to object to the provisions in the Settlement related to the
6 Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of
7 the Settlement. The Notice will inform the Settlement Class Members of the Court-established
8 deadlines for filing objections or requesting exclusion from the Class Claims provisions of the
9 Settlement in accordance with the following guidelines:

10 (a) Requests for Exclusion from Participating Settlement Class. Any
11 Settlement Class Member, other than Plaintiffs, may request to be excluded from the Participating
12 Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator,
13 postmarked on or before the Notice Response Deadline. The Request for Exclusion should state
14 in words to this effect:

15 I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN
16 THE OSORIO V. ISC ENGINEERING AND MUSTARD SEED
17 LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED
18 FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
19 MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS
20 LAWSUIT.

21 Any Request for Exclusion must include the full name, address, telephone number, last
22 four digits of the social security number or date of birth, and signature of the Settlement Class
23 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
24 Settlement Administrator at the specified address in the Notice. Any such Request for Exclusion
25 must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will
26 be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree
27 in writing. Any Settlement Class Member who timely requests exclusion in compliance with these
28 requirements: (i) will not have any rights under this Agreement with respect to the Class Claims,
including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to
receive any payments under this Agreement with respect to Class Claims; and (iii) will not be

1 bound by this Agreement, or the Judgment, with respect to the Class Claims.

2 (b) Binding Effect on Final Settlement Class Members. Except for those
3 Settlement Class Members who exclude themselves in compliance with the procedures set forth
4 above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members
5 for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
6 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided
7 herein, will be deemed to have waived all objections and oppositions to the fairness,
8 reasonableness, and adequacy of the Settlement.

9 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,
10 other than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims
11 and may appear at the Final Approval Hearing and object whether or not they have filed a written
12 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
13 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
14 Response Deadline at the address set forth in the Notice. Such objection shall include the full
15 name, address, telephone number, dates of employment with Defendants of the Objecting
16 Settlement Class Member, the case name and number, the basis for the objection, including any
17 legal support and each specific reason in support of the objection, as well as any documentation
18 or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by
19 counsel, the name and address of his/her/their counsel. If any Objecting Settlement Class Member
20 wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting
21 Settlement Class Member's written submission should include a request to be heard, and the Court
22 will determine whether Objecting Settlement Class Members will be permitted to speak. The
23 Settlement Administrator shall provide objections, if any, to Class Counsel and Defendants'
24 Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach
25 the same to its declaration of due diligence it files with the Court prior to the Final Approval
26 Hearing. Any Participating Class Member who files an objection remains eligible to receive
27 monetary compensation from the Settlement and will be bound by the terms of this Agreement
28 including all releases. Plaintiffs and Defendants shall not be responsible for any fees, costs, or

1 expenses incurred by any Settlement Class Member and/or his/her/their counsel related to any
2 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
3 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
4 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
5 Section 663. Settlement Class Members and Allegedly Aggrieved Employees may not object to
6 or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the Parties
7 or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
8 Requests for Exclusion, Notices of Objection, or disputes regarding Class Data or to appeal from
9 the Final Approval judgment. To the extent a timely Notice of Objection is withdrawn before
10 Final Approval, such an objection shall be treated as though no objection has been made.

11 (d) Failure to Object. Any Settlement Class Member who desires to object
12 with respect to the Class Claims but fails to timely submit a written objection waives any right to
13 object and will be foreclosed from making any objection to this Settlement. Any Settlement Class
14 Member who does not timely and properly become a party of record by intervening or filing a
15 motion to vacate the judgment waives any and all rights to appeal from the judgment, including
16 all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate
17 judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473,
18 and extraordinary writs.

19 (e) Responses to Objections. Counsel for the Parties may file a response to any
20 objections submitted by Objecting Settlement Class Members at least five (5) court days before
21 the date of the Final Approval hearing.

22 70. Settlement Class Members will have until the Notice Response Deadline to object
23 or submit a Request for Exclusion or a dispute regarding Class Data to the Settlement
24 Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel
25 and Defendants' Counsel what objections or Requests for Exclusion or disputes regarding Class
26 Data were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense
27 Counsel.

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1 71. Funding of the Settlement Amount. Defendants jointly and severally shall make a
2 one-time deposit into the QSF of the Gross Settlement Amount, as described in Paragraph 47(a)
3 within fourteen (14) calendar days after the Effective Date, plus Defendants shall jointly and
4 severally separately pay their respective share of employer payroll taxes as calculated and directed
5 by the Settlement Administrator.

6 72. Distribution of Funds. Prior to the disbursement of any funds, the Settlement
7 Administrator will provide a disbursement summary of the calculations for the payments
8 described above for review and approval by Class Counsel and Defendants' Counsel. Following
9 approval by Class Counsel and Defendants' Counsel, and no later than fourteen (14) calendar
10 days after deposit of the Gross Settlement Payment into the QSF, the Settlement Administrator
11 will mail the payments to the Participating Class Members, Allegedly Aggrieved Employees, the
12 payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the Class
13 Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement
14 Administration Costs.

15 73. Deadline for Cashing Settlement Checks. Final Settlement Class Members and
16 Allegedly Aggrieved Employees shall have one hundred eighty (180) calendar days after mailing
17 by the Settlement Administrator to cash their settlement checks. If any Final Settlement Class
18 Member or Allegedly Aggrieved Employee's check is not cashed within that period, the check
19 will be void and a stop-payment will be issued. All unclaimed funds shall be sent to the California
20 Unclaimed Property Fund in the name of the Final Settlement Class Member or Aggrieved
21 Employee. The release will be binding upon all Final Settlement Class Members who do not cash
22 their checks within the 180-day period. In the event that any settlement check is returned to the
23 Settlement Administrator within one hundred eighty (180) days of mailing, the Settlement
24 Administrator will, within five (5) business days of receipt of the returned settlement check,
25 perform a skip trace to locate the individual. If a new address is located by these means, the
26 Settlement Administrator will have ten (10) business days to re-issue the check and will notify
27 Defendants' Counsel and Class Counsel that a re-issued check has been sent. Neither Defendants',
28 Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any

1 liability for lost or stolen settlement checks, forged signatures on settlement checks, or
2 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Final
3 Settlement Class Member notifies the Settlement Administrator that he/she/they believe that a
4 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
5 payment on such check. If the check in question has not been negotiated prior to the stop payment
6 order, the Settlement Administrator will issue a replacement check.

7 74. No person shall have any claim against Defendants, Defendants' Counsel,
8 Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions,
9 payments, or reports made in accordance with or pursuant to this Agreement. This provision does
10 not, however, prevent a Party from seeking enforcement of this Agreement.

11 75. Without prejudice to any other remedies, the Settlement Administrator shall agree
12 to be responsible for any breach of its obligations (whether committed by the Settlement
13 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from
14 and against all liabilities, claims, causes of action, costs and expenses (including legal fees and
15 expenses) arising out of any breach committed by the Settlement Administrator or its agents.

16 **H. Duties of the Parties Prior to the Court's Approval**

17 76. Not later than 14 calendar days after execution of this Agreement, Plaintiffs will
18 move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval
19 Order accomplishing the following:

20 (a) Scheduling the Final Approval hearing on the issue of whether this
21 Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members
22 and a hearing on fees, costs, and the Service Payment;

23 (b) Approving as to form and content the proposed Notice;

24 (c) Directing the mailing of the Notice by first class mail to the Settlement
25 Class Members;

26 (d) Preliminarily approving this Settlement; and

27 (e) Preliminarily certifying the class for purposes of this Settlement only.

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1 77. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
2 Settlement Agreement, and will include the proposed Notice packet, which will include the Notice
3 of Class Action Settlement document and proposed Mailing Envelope.

4 78. In accordance with Section 2699(1)(2) of the California Labor Code, Plaintiffs
5 shall provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiffs
6 files their motion for Preliminary Approval of this Settlement with the Court.

7 79. Defendants shall retain the right to object to the Motion for Preliminary Approval
8 and any papers filed in support thereof on the limited bases that it (a) misstates facts, (b) misstates
9 or mischaracterizes a position that Defendants took during the litigation of this Action, whether
10 factual or legal, or (c) improperly discloses confidential or settlement privileged information. In
11 order to attempt to avoid such objection, Plaintiff shall provide to Defendants' Counsel the
12 Motion for Preliminary Approval and supporting papers at least five calendar days in advance of
13 filing, in order to allow Plaintiffs' Counsel and Defendants' Counsel an opportunity to meet and
14 confer in an effort to resolve any objection prior to filing.

15 80. Reallocation of Settlement Proceeds. In the event the Court declines, on its first
16 hearing, to approve this Agreement because the amount of the PAGA penalties is not adequate,
17 then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within
18 this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court
19 hearings.

20 **I. Duties of the Parties Following Court's Final Approval**

21 81. In connection with the Final Approval hearing provided for in this Settlement
22 Agreement, Class Counsel shall submit a proposed Final Approval Order:

23 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
24 adequate, and directing consummation of its terms and provisions;

25 (b) Approving Class Counsel's application for an award of attorneys' fees and
26 reimbursement of litigation costs and expenses, the Service Payments to the Class
27 Representatives, and the payment to the Settlement Administrator for costs of administering the
28 settlement;

1 (c) Entering judgment approving settlement, thereby permanently barring all
2 Participating Class Members from prosecuting any Released Class Claims against any of the
3 Released Parties, permanently barring all Allegedly Aggrieved Employees and the LWDA from
4 prosecuting any Released PAGA Claims against any of the Released Parties, and permanently
5 barring Plaintiffs from asserting any claims against the Released Parties except those that cannot
6 be released as a matter of law; and

7 (d) Scheduling a conference or hearing to confirm all payments referenced above have
8 been made in accordance with this Agreement and to dismiss the Action.

9 Plaintiff shall provide the proposed judgment to Defendants' Counsel at least five calendar
10 days prior to filing for review and approval, which approval shall be obtained prior to the
11 proposed judgment being filed with the Court. Counsel for the parties shall meet and confer in
12 good faith to resolve any disagreement regarding the content of the proposed judgment.

13 **J. Voiding the Agreement**

14 82. If the Court fails or refuses to issue the Final Approval Order or fails to approve
15 any material condition of this Settlement Agreement which effects a fundamental change of the
16 Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to
17 all Parties herein at the option of any Party.

18 83. If ten percent (10%) or more of the Settlement Class Members timely submit a
19 Request for Exclusion, Defendants shall have the option of terminating or modifying this
20 Agreement without prejudice to its pre-settlement positions and defenses in the Action. If
21 Defendants exercise such option under this paragraph, it shall be relieved of any obligation to pay
22 the Gross Settlement Amount or any other obligations from the Settlement by giving notice to
23 Class Counsel and the Settlement Administrator within ten (10) calendar days of the Notice
24 Response Deadline and Defense Counsel's receipt of all Request for Exclusion reports from the
25 Settlement Administrator. If Defendants exercise their option under this paragraph, Defendants
26 shall be solely responsible for all Settlement Administration Costs incurred up to the date
27 Defendants exercise their option.

28 ///

1 84. If the Settlement is voided or fails for any reason, Plaintiffs and Defendants will
2 have no further obligations under the Settlement, including any obligation by Defendants to pay
3 the Gross Settlement Amount, or any amounts that otherwise would have been owed under this
4 Settlement.

5 85. If the Settlement is voided or fails for any reason, any costs incurred by the
6 Settlement Administrator shall be borne equally by Defendants and Plaintiffs, unless otherwise
7 specified in this Agreement.

8 **K. Other Terms**

9 86. Full and Complete Defense. This Agreement may be pleaded by any Released
10 Party as a full and complete defense to and may be used as the basis for an injunction against, any
11 action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted,
12 asserting any Released Claim.

13 87. Waiver. The waiver by one Party of any breach of this Agreement by another Party
14 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

15 88. Parties' Authority. The signatories hereto represent that they are fully authorized
16 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
17 hereof.

18 89. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
19 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
20 such documents and to take such other action as may reasonably be necessary to implement the
21 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best
22 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that
23 may become necessary by order of the Court, or otherwise, to effectuate this Settlement
24 Agreement and the terms set forth herein. As soon as practicable, Defense Counsel shall, with the
25 assistance and cooperation of Defendants and Class Counsel, to the extent it may become
26 necessary, gather Class Data from all applicable entities including any and all staffing agencies
27 that staffed any of the Class Members and/or Allegedly Aggrieved Employees to Defendants
28 during the respective Class and PAGA Periods. As soon as practicable after execution of this

1 Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants
2 and Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final
3 approval of the settlement and the final entry of judgment. This shall include Class Counsel
4 providing Defense Counsel with drafts of the proposed Preliminary Approval Order and proposed
5 Final Approval Order and/or Judgment for review, comment and approval within a reasonable
6 time before the aforementioned documents are filed or submitted to the Court. Class Counsel and
7 Defense Counsel will meet and confer regarding any proposed revisions to the foregoing
8 documents in advance of the documents being submitted to the Court, and if any unresolved issue
9 remains, counsel will bring the outstanding issue or concern to the Court's attention at the
10 appropriate hearing.

11 90. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
12 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
14 cause of action, or rights released and discharged by this Settlement Agreement.

15 91. No Admission. Defendants deny any and all liability to Plaintiffs and/or any
16 Settlement Class Member or Allegedly Aggrieved Employee in this Action, as to any and all
17 causes of action that were asserted or that might have been asserted in this Action. Nonetheless,
18 Defendants wish to settle and compromise to avoid further substantial litigation expense and the
19 inconvenience and distraction of protracted litigation. Defendants also have taken into account
20 the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
21 defenses that they have asserted or could assert against Plaintiff, have determined that it is
22 desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and
23 conditions set forth in this Agreement.

24 92. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
25 order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
26 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
27 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
28 Settlement Agreement with the intention of avoiding further disputes and litigation with the

1 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and
2 it, along with all related documents such as the notices, and motions for Preliminary Approval
3 and Final Approval, shall, pursuant to California Evidence Code Section 1152 and/or Federal
4 Rule of Evidence Section 408, be inadmissible in evidence in any proceeding, except an action
5 or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement.
6 The stipulation for class certification as part of this Settlement Agreement is for settlement
7 purposes only and if, for any reason the settlement is not approved, the stipulation will be of no
8 force or effect.

9 93. Notices. Unless otherwise specifically provided herein, all notices, demands, or
10 other communications given hereunder shall be in writing via email and United States mail and
11 shall be deemed to have been duly given as of the third business day after mailing by United
12 States registered or certified mail, return receipt requested, addressed:

13 To the Settlement Class Members and Allegedly Aggrieved Employees:

14 15 16 17	Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Jake D. Finkel <i>jake@lawfinkel.com</i> 3470 Wilshire Blvd., Suite 830 Los Angeles, California 90010 Tel: (213) 787-7411; Fax: (323) 916-0521
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18 To Defendant ISC Engineering:

To Defendant Mustard Seed Technologies

19 20 21 22	Karla J. Kraft <i>kkraft@stradlinglaw.com</i> 660 Newport Center Drive, Suite 1600 Newport Beach, California 92660 Tel: (949) 725-4000; Fax: (949) 725-4100	Hema C. Bhamre <i>hbhamre@snblawnb.com</i> 485 E. 17 th Street, Suite 600 Costa Mesa, California 92627 Tel: (949) 955-0230
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23 94. Construction. The Parties hereto agree that the terms and conditions of this
24 Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the
25 Parties and that this Settlement Agreement shall not be construed in favor of or against any Party
26 by reason of the extent to which any Party or their counsel participated in the drafting of this
27 Settlement Agreement. Plaintiffs and Defendants expressly waive the common-law and statutory
28 rule of construction that ambiguities should be construed against the drafter of an agreement and

1 further agree, covenant, and represent that the language in all parts of this Agreement shall be in
2 all cases construed as a whole, according to its fair meaning.

3 95. Captions and Interpretations. Paragraph titles or captions contained herein are
4 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
5 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
6 Settlement Agreement is contractual and not merely a recital.

7 96. Modification. This Settlement Agreement may not be changed, altered, or
8 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
9 Settlement Agreement may not be discharged except by performance in accordance with its terms
10 or by a writing signed by all of the Parties hereto.

11 97. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
12 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
13 written notice to the other Party and allow a reasonable opportunity to cure the alleged
14 deficiencies, and Plaintiffs and Defendants agree to seek the help of the mediator identified in this
15 Agreement to resolve any dispute they are unable to resolve informally. During this period, the
16 Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal
17 action or other proceeding instituted by any person or entity other than Plaintiffs or Defendants.

18 98. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
19 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure
20 Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action
21 over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations
22 of this Agreement.

23 99. Enforceability. Pursuant to California Evidence Code Section 1123(a) and (b), this
24 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in
25 a court of law.

26 100. Choice of Law. This Settlement Agreement shall be governed by and construed,
27 enforced, and administered in accordance with the laws of the State of California, without regard
28 to its conflicts-of-law rules.

101. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

102. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

103. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Final Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Final Settlement Class Member.

104. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: May ^{Jun 8, 2021} ___, 2023

CLASS REPRESENTATIVE:



Mayra Osorio

Dated: May ___, 2023

CLASS REPRESENTATIVE:

Troy Blanton

101. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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APPROVAL AND EXECUTION BY PARTIES:

Dated: May ___, 2023

CLASS REPRESENTATIVE:

6/4/2023

Mayra Osorio

Dated: May ___, 2023

CLASS REPRESENTATIVE:

DocuSigned by:

Troy Blanton

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Troy Blanton

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Dated: May ___, 2023

DEFENDANT:
MUSTARD SEED TECHNOLOGIES, INC.

By
Its

Dated: May 31~~st~~, 2023

DEFENDANT:
INTERCONNECT SOLUTIONS COMPANY, LLC,
formerly known as ISC ENGINEERING, LLC



By Nick Kendall-Jones, CEO
Its

1 Dated: May 31, 2023

2 **DEFENDANT:**
3 **MUSTARD SEED TECHNOLOGIES, INC.**

4  PRES. CEO

5 By
6 Its

7 Dated: May __, 2023

8 **DEFENDANT:**
9 **INTERCONNECT SOLUTIONS COMPANY, LLC,**
10 **formerly known as ISC ENGINEERING, LLC**

11 By
12 Its

1 **APPROVED AS TO FORM:**

2 **CLASS COUNSEL**

3 Dated: May ___, 2023

4 **THE FINKEL FIRM**

5
6 _____
7 Jake D. Finkel
8 Attorneys for Plaintiffs

9 Dated: May ___, 2023

10 **BOKHOUR LAW GROUP, P.C.**

11 _____
12 Mehrdad Bokhour
13 Attorneys for Plaintiffs

14 **DEFENDANTS' COUNSEL:**

15 Dated: May 31, 2023

16 **SELF & BHAMRE**

17 *Hema C. Bhamre*
18 _____
19 Hema C. Bhamre
20 Attorneys for Defendant,
21 Mustard Seed Technologies, Inc.

22 Dated: June 12, 2023

23 **STRADLING YOCCA CARLSON & RAUTH**

24 *Karla J. Kraft*
25 _____
26 Karla J. Kraft
27 Attorneys for Defendant,
28 Interconnect Solutions Company, LLC, formerly known as
ISC Engineering, LLC

1 **APPROVED AS TO FORM:**

2
3 June 8, 2023
4 Dated: May ___, 2023

CLASS COUNSEL

THE FINKEL FIRM

5 *Jake Finkel*
6 _____
7 Jake D. Finkel
8 Attorneys for Plaintiffs

9
10 Dated: June 8, 2023

BOKHOUR LAW GROUP, P.C.

11 *Mehrdad Bokhour*
12 _____
13 Mehrdad Bokhour
14 Attorneys for Plaintiffs

DEFENDANTS' COUNSEL:

15
16 Dated: May ___, 2023

SELF & BHAMRE

17 _____
18 Hema C. Bhamre
19 Attorneys for Defendant,
20 Mustard Seed Technologies, Inc.

21
22 Dated: June 12, 2023

STRADLING YOCCA CARLSON & RAUTH

23 *Karla J. Kraft*
24 _____
25 Karla J. Kraft
26 Attorneys for Defendant,
27 Interconnect Solutions Company, LLC, formerly known as
28 ISC Engineering, LLC

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum changes, alters, and/or modifies the Class Action and PAGA Settlement Agreement (“Agreement”) entered into by the Parties on or around May 31, 2023, pursuant to Paragraph 96 of the Agreement. The alterations, and/or modifications contained herein supersede terms in the Agreement that may conflict with such alterations, and/or modifications. To the extent that the changes, alterations, and/or modifications contained herein do not conflict with the terms of the Agreement, such terms of the Agreement remain in full force and effect. Each of the numbered paragraphs below corresponds with the same-number paragraph in the Agreement, and fully replaces the corresponding paragraph of the Agreement.

4. “Class Claims” or “Released Class Claims”

“Class Claims” or “Released Class Claims” will include all claims that were alleged in the original Complaint and First Amended Complaint based on the facts alleged therein, or that reasonably could have been alleged based upon the facts asserted therein or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices.

23. “PAGA Claims” or “Released PAGA Claims”

“PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the Complaint, as defined above, based on the facts alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, (5) failure to pay meal and rest break premium pay and/or failure to pay such

premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices.

67. Disputes Regarding Class Data

Disputes Regarding Class Data. Settlement Class Members are deemed to participate in the Settlement unless they opt-out. The Notice will inform Settlement Class Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during the Class Period and PAGA Periods Worked during the PAGA Period. Settlement Class Members may dispute their Workweeks Worked if they feel they were employed more workweeks in the Class Period in California than Defendants' records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a decision. However, the Court will have the ultimate right to review the Settlement Administrator's decision once it reviews the dispute and related documentation submitted with the dispute. All disputes will be initially decided within ten (10) business days of the Notice Response Deadline by the Settlement Administrator. Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

69. Objections to Settlement of Class Claims

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other

1 than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims and
2 may appear at the Final Approval Hearing and object whether or not they have filed a written
3 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
4 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
5 Response Deadline at the address set forth in the Notice. Such objection shall include the full
6 name, address, telephone number, dates of employment with Defendants of the Objecting
7 Settlement Class Member, the case name and number, and a concise statement of the objection.
8 The Settlement Administrator shall provide objections, if any, to Class Counsel and Defendants'
9 Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach
10 the same to its declaration of due diligence it files with the Court prior to the Final Approval
11 Hearing. Any Participating Class Member who files an objection remains eligible to receive
12 monetary compensation from the Settlement and will be bound by the terms of this Agreement
13 including all releases. Plaintiffs and Defendants shall not be responsible for any fees, costs, or
14 expenses incurred by any Settlement Class Member and/or his/her/their counsel related to any
15 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
16 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
17 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
18 Section 663. Settlement Class Members and Allegedly Aggrieved Employees may not object to
19 or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the Parties
20 or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
21 Requests for Exclusion, Notices of Objection, or disputes regarding Class Data or to appeal from
22 the Final Approval judgment. To the extent a timely Notice of Objection is withdrawn before
23 Final Approval, such an objection shall be treated as though no objection has been made.

24 (d) Failure to Object. Any Settlement Class Member who desires to object
25 with respect to the Class Claims but fails to timely submit a written objection waives any right to
26 object and will be foreclosed from making any objection to this Settlement. Any Settlement Class
27 Member who does not timely and properly become a party of record by intervening or filing a
28 motion to vacate the judgment waives any and all rights to appeal from the judgment, including

all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs. However, any Settlement Class Member may appear at the Final Approval Hearing and verbally object or be heard whether or not they have filed a written objection as outlined herein.

APPROVAL AND EXECUTION BY PARTIES:

Dated: September __, 2023

CLASS REPRESENTATIVE:

Mayra Osorio

Dated: September __, 2023

CLASS REPRESENTATIVE:

Troy Blanton

Dated: September __, 2023

DEFENDANT:

MUSTARD SEED TECHNOLOGIES, INC.

By
Its

Dated: September __, 2023

DEFENDANT:

**INTERCONNECT SOLUTIONS COMPANY, LLC,
formerly known as ISC ENGINEERING, LLC**

By
Its

NJ
NJ KENDALL-JONES
CEO

all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs. However, any Settlement Class Member may appear at the Final Approval Hearing and verbally object or be heard whether or not they have filed a written objection as outlined herein.

APPROVAL AND EXECUTION BY PARTIES:

9/29/2023

Dated: September __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:
Mayra Osorio
41EBBA19CDC14DF...

Mayra Osorio

10/3/2023

Dated: September __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:
Troy Blanton
B498469580724E7...

Troy Blanton

Dated: September 28, 2023

DEFENDANT:

MUSTARD SEED TECHNOLOGIES, INC.



By
Its BRUCE T. MCLAVE SR
PRESIDENT, CEO

Dated: September __, 2023

DEFENDANT:

**INTERCONNECT SOLUTIONS COMPANY, LLC,
formerly known as ISC ENGINEERING, LLC**

By
Its

1 **APPROVED AS TO FORM:**

2 **CLASS COUNSEL**

3 Dated: September __, 2023

THE FINKEL FIRM

4
5
6 Jake D. Finkel
Attorneys for Plaintiffs

7 Dated: September __, 2023

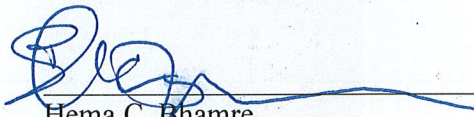
BOKHOUR LAW GROUP, P.C.

8
9
10 Mehrdad Bokhour
Attorneys for Plaintiffs

11 **DEFENDANTS' COUNSEL:**

12 Dated: September 28, 2023

SELF & BHAMRE

13
14
15 
16 Hema C. Bhamre
Attorneys for Defendant,
Mustard Seed Technologies, Inc.

17 Dated: September __, 2023

STRADLING YOCCA CARLSON & RAUTH

18
19
20 Karla J. Kraft
Attorneys for Defendant,
Interconnect Solutions Company, LLC, formerly known as
21 ISC Engineering, LLC
22
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27
28

1 **APPROVED AS TO FORM:**

2
3 **October 3, 2023**
4 Dated: September __, 2023

CLASS COUNSEL

THE FINKEL FIRM

5 *Jake Finkel*

6 Jake D. Finkel
7 Attorneys for Plaintiffs

8 Dated: October 3, 2023

BOKHOUR LAW GROUP, P.C.

9
10 *Mehrdad Bokhour*
11 Attorneys for Plaintiffs

12 **DEFENDANTS' COUNSEL:**

13 Dated: September __, 2023

SELF & BHAMRE

14
15
16 Hema C. Bhamre
17 Attorneys for Defendant,
Mustard Seed Technologies, Inc.

18 Dated: September 28, 2023

STRADLING YOCCA CARLSON & RAUTH

19 *Karla J. Kraft*

20 Karla J. Kraft
21 Attorneys for Defendant,
22 Interconnect Solutions Company, LLC, formerly known as
23 ISC Engineering, LLC
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NOTICE OF SETTLEMENT OF CLASS ACTION

Mayra Osorio, et al. v. ISC Engineering, LLC, et al.
Superior Court of the State of California, County of Orange
Case No. 30-2021-01188961-CU-OE-CXC

To: All current and former non-exempt employees employed by Interconnect Solutions Company, LLC, formerly known as ISC Engineering, LLC, and Mustard Seed Technologies, Inc. (the “Companies”) in California at any time between March 15, 2017, through May 31, 2023 (the “Class”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2023 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for either of the Companies (referenced herein as “Workweeks” or Weeks Worked”) in California between March 15, 2017, through May 31, 2023 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Companies in California at any time from September 25, 2019, through May 31, 2023 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2024 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2024 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Osorio, et al. v. ISC Engineering, LLC, et al.*, Orange County Superior Court Case No. 30-2021-01188961-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Companies’ records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between March 15, 2017 through May 31, 2023 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by one or both of the Companies as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about March 15, 2021, Plaintiff Mayra Osorio filed a Class Action Complaint in the Court against Defendants, including causes of action asserting: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) unfair competition, and (8) PAGA penalties. On or about December 21, 2022, the first amended complaint was filed adding Troy Blanton as a plaintiff and named class representative and adding a claim for failure to pay all sick time.

The Companies deny these allegations and contend that they have done nothing wrong. The Companies deny that they owe any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Companies, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Companies and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

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

If you are still employed by the Companies, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Companies will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?

Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Jake D. Finkel The Finkel Firm <i>jake@lawfinkel.com</i> 3470 Wilshire Blvd., Suite 830 Los Angeles, California 90010 Tel: (213) 787-7411; Fax: (323) 916-0521
IV. What are the terms of the Settlement?	

On **[PA DATE]**, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Companies in California between March 15, 2017, through May 31, 2023 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Companies have agreed to pay \$850,000 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor Workforce and Development Agency ("LWDA") and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$10,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the LWDA. \$25,000 of the Settlement Amount will be allocated to Plaintiffs' claims under the PAGA. Of this amount, \$18,750 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$6,250 will be distributed to all PAGA Aggrieved Employees.

The PAGA Period means September 25, 2019, through May 31, 2023.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked during the PAGA Period relative to the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives a Service Payment in the amount of \$7,500 to each of them (\$15,000 total) to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also may receive a share of the Settlement as a Class Member.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (The Finkel Firm and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) for years and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$283,333.33) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$_____. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Companies in California. The dollars per compensable Workweek will be calculated by dividing the total Workweeks Worked (excluding any excluded workweeks) by all Settlement Class Members into the Net Settlement Amount to determine a per workweek value ("Workweek Value"). The Workweek Value will be multiplied by the number of Workweeks Worked by each Settlement Class Member during the Class Period to determine the class payment distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Settlement Amount will be distributed to all Participating Class Members (i.e., those who do not opt-out). Similarly, the PAGA payment will be determined by dividing the \$6,250 PAGA payment by the total Pay Periods of all PAGA aggrieved employees to determine a PAGA Pay Period Value. This PAGA Pay Period Value will be multiplied by the number of Pay Periods by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. Currently, your projected class payment is \$_____ and your projected PAGA payment is \$_____.

For each Settlement Class Member, the Weeks Worked at the Companies during the Class Period will be calculated from Companies' records. The Companies' records indicate that you worked for **[TOTAL WORKWEEKS]** Workweeks in California during the Class Period of March 15, 2017 through May 31, 2023. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before _____, 2023, with documentation to establish the number of weeks you claim to have actually worked for Companies in California between March 15, 2017 through May 31, 2023 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. One third (33.33%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). One third (33.33%) of the Settlement Amount will be distributed to each participating Class Member as "interest" and one third (33.33%) will be distributed to each participating Class Member as "civil penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution;

however, it will be reported on IRS Form 1099 as income. The Companies will be responsible for paying its portion of the any state and federal taxes, in addition to the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Companies and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Companies funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Companies as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge the Defendants, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiffs, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the Complaint and all claims that reasonably could have been alleged in the Complaint based on the facts alleged therein, including, but not limited to, claims all claims that were pled in the original Complaint and First Amended Complaint based on the facts alleged therein, or that could have been alleged based upon the facts asserted therein or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Class Claims shall be at any time from March 15, 2017 through May 31, 2023 (“Release Period”). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

Likewise, the “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the Complaint, as defined above, based on the facts alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, (5) failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices. The time period governing these Released PAGA Claims shall be at any time from September 25, 2019, through May 31, 2023.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

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

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Companies and the Companies will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2024 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE OSORIO V. ISC ENGINEERING LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2024. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment at Companies, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections can be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2023 for your objection to be considered. You

need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Companies. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2024, at 2:00 p.m. in Department CX-101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2024. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Companies in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on [REDACTED], 2023 at 2:00 p.m. in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701.

You may also consult the Superior Court website to access documents by going to (<https://www.occourts.org/online-services/case-access/>) and entering the Case Number for the Action, Case No. 30-2021-01188961-CU-OE-CXC.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 30-2021-01188961-CU-OE-CXC:

<https://www.occourts.org/online-services/case-access/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?
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This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Orange County Superior Court, located at 751 W. Santa Ana Blvd., Orange, California 92701 during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Department CX-101 for further instructions.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

1 **PROOF OF SERVICE**

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

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On October 31, 2023, I served the following document(s) described as **SUPPLEMENTAL**
6 **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFFS' MOTION**
7 **FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested
parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
follows:

8 Hema C. Bhamre, Esq.
9 hbhamre@snblawnb.com
SELF & BHAMRE
10 4485 E. 17th Street, Suite 600
Costa Mesa, California 92627

11 **Counsel for defendant Mustard Seed**
12 **Technologies, Inc.**

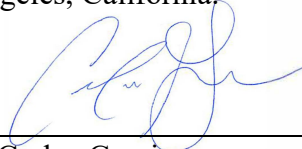
Karla J. Kraft, Esq.
KKraft@stradlinglaw.com
Chevalier Roberston, Esq.
crobertson@stradlinglaw.com
STRADLING, YOCCA, CARLSON &
RUTH, APC
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660

13 **Counsel for defendant Interconnect**
14 **Solutions Company, LLC, formerly**
known as ISC Engineering, LLC

15 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
16 electronic service provider First Legal to the person(s) identified above at the email address(es)
17 indicated and did not, within a reasonable time after transmission, receive any message or
communication indicating that delivery failed or that any other error had occurred which would
delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

20 Executed on October 31, 2023, at Los Angeles, California.

21 
22 _____
Carlos Garcia