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11 Attorneys for Plaintiff Luis Lopez,

individually and on behalf of all similarly-situated and aggrieved employees

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

14 **COUNTY OF LOS ANGELES**

15 LUIS LOPEZ, individually and on behalf of) Case No. 20STCV34691

all similarly-situated and aggrieved)

16 employees,

) ASSIGNED FOR ALL PURPOSES TO:

) The Honorable William F. Highberger

) Dept. SS 10

18 Plaintiff,

) **CLASS AND REPRESENTATIVE ACTION**

19 vs.

) **DECLARATION OF DIANA M. KHOURY**

) **IN SUPPORT OF MOTION FOR ORDER**

) **GRANTING PRELIMINARY APPROVAL**

) **OF CLASS ACTION SETTLEMENT,**

) **CONDITIONAL CERTIFICATION,**

) **APPROVAL OF CLASS NOTICE AND**

) **SETTING OF FINAL FAIRNESS HEARING**

) **DATE**

21 GE UNITED TECHNOLOGIES, LLC, a

22 Delaware Limited Liability Company d/b/a

GRASSDOOR, and DOES 1 through 10,

23 Inclusive,

) Date: May 16, 2022

) Time: 10:00 a.m.

) Dept: SS 10

) Judge: William F. Highberger

25 Defendants.

) Filed: September 11, 2020

) Trial date: None set

1 I, Diana M. Khoury, declare as follows:

2 1. I am a Partner at the law firm of Cohelan Khoury & Singer, co-counsel of record for
3 Plaintiff Luis Lopez (“Plaintiff”) and the Conditionally Certified Class. I submit this declaration in
4 support of Plaintiff’s Motion for Order Granting Preliminary Approval of Class Action Settlement.
5 The following facts are within my personal knowledge and if called to testify I could and would
6 competently testify to them.

7 2. I am a 1986 Western State University College of Law graduate and was admitted to
8 the California State Bar in June, 1987. I am admitted to practice in all state courts in California and
9 in the all federal courts in California.

10 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
11 Partnership of Professional Law Corporations, and within a few years began to focus on class
12 actions. In 2009, Cohelan & Khoury became Cohelan Khoury & Singer. Our firm represents
13 plaintiffs in complex, class and representative action litigation, including wage and hour, labor and
14 employment, antitrust, consumer protection, construction defect and other public interest type class
15 and representative actions.

16 4. I am AV – Preeminent rated by Martindale-Hubbell. For the years, 2012 through
17 the present, I, together with my partners Isam C. Khoury and Michael D. Singer, have been
18 selected by our peers based on ethics, experience and reputation as Super Lawyers in Civil
19 Litigation by the Southern California Super Lawyers Magazine for the years. Mr. Singer was
20 admitted as a fellow to the College of Labor and Employment Attorneys in 2020, and named to the
21 Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment Attorneys.

22 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
23 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
24 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
25 Cohelan, is the author of Cohelan on California Class Actions (1997-2022, updated annually), part
26 of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing author on
27 the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2022
28 updated annually), in which he wrote the opening chapter overview on California Wage and Hour

1 laws, including the public policy underpinnings for those laws, and the Private Attorneys General
2 Act (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner (2020),
3 including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a
4 columnist for the California State Bar, Litigation Section on wage and hour litigation and has
5 contributed articles on wage and hour and class action issues through the years to numerous
6 California publications. Prior to COVID, he typically lectured several times per year for continuing
7 education courses on wage and hour and class action issues at events in San Diego, Orange
8 County, Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served as wage
9 and hour amicus co-chair and liaison for the California Employment Lawyers Association,
10 drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California
11 Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and
12 employment law since 2000, handling well over 200 wage and hour class and PAGA actions and
13 several individual labor cases. He has litigated several types of employment actions, including
14 complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions
15 before Federal and State Courts in California. In 2014, Mr. Singer, along with Partner J. Jason Hill,
16 tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed
17 expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling
18 in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

19 6. Since admission to the California State Bar, I have been a member of the San Diego
20 County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California,
21 and having served on numerous committees throughout the years for these organizations. For six
22 years from 2010 through 2015, I served on the Board of Directors for Consumer Attorneys of San
23 Diego, and chaired numerous committees during those terms.

24 7. As a part of our overall firm philosophy lawyers perform community service and
25 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego
26 Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of
27 San Diego. Since 2014, I have actively served as a director on the San Diego County Bar
28 Foundation, the 501(c)(3) non-profit entity and the charitable arm of the San Diego County Bar

1 Association. Partner Jeff Geraci is past recipient of the Wiley W. Manuel Award for Pro Bono
2 Service, and during law school interned for the ACLU and Equal Rights Assistance assisting on
3 impact litigation class action lawsuits. Mr. Singer has served on the Legal Aid at Work Board of
4 Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers
5 Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of
6 volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to
7 the California Bar, Partner Our firm's recent pro bono victories include a settlement which
8 prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under
9 Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN
10 (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds
11 in San Diego.

12 8. Cohelan Khoury & Singer has been certified Class Counsel in the following
13 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case
14 No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No.
15 RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles
16 County Superior Court Case No. BC500675; *Bank Of America Wage And Hour Employment*
17 *Practices Litigation*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA
18 Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern
19 District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United
20 States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T*
21 *Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-
22 0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415;
23 *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of California Case
24 No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County
25 Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle*
26 *Inventory Control Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart*
27 *Supermarkets* San Mateo County Superior Case No. CIV530955; *Wilcox v Albertsons*, San Diego
28 County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc.*

1 *d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756;
2 *Graham, et al. v. Overland Solutions, Inc.*, United States District Court, Southern District of
3 California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad*
4 *Home Corp.*, Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker*
5 *Restaurant Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et*
6 *al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *Liberty*
7 *Mutual Overtime Cases*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al.*
8 *v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central
9 District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady*
10 *Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411;
11 *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-
12 2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior
13 Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior
14 Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior
15 Court Case No. 37-2008-00083992; Steroid Hormone Product Cases, Los Angeles County
16 Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los
17 Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County
18 Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange
19 County Superior Co Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*,
20 United States District Court, Central District of California Case No. 12CV8590; *Vaquero v.*
21 *Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v.*
22 *Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No.
23 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of
24 California Case No. 10CV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United
25 States District Court, Southern District of California Case No. 06CV1330, among others, as well
26 as being appointed Class Counsel in connection with well over 200 class action settlements.

27 9. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
28 actively commenced, prosecuted and concluded numerous state and federal class and

1 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
2 resolution of over 200 such cases, including the following, which have received court approval: (a)
3 *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County
4 Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*,
5 Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v.*
6 *Conair Corporation*, United States District Court, Southern District of California, Case No. 13-
7 CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central
8 District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO*
9 *Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M.
10 Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No.
11 CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los
12 Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway*
13 *Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517, Hon.
14 Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case
15 No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior
16 Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los
17 Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v.*
18 *Management & Training Corporation, et al.*, United States District Court, Southern District of
19 California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly*
20 *Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning;
21 (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District
22 Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o)
23 *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon.
24 John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County
25 Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit*
26 *Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon.
27 Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court,
28 Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San

1 Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v.*
2 *Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M.
3 Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-
4 5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles
5 County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*,
6 Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x)
7 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-
8 2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San
9 Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider*
10 *v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-10-506243,
11 Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court,
12 Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District
13 of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v.*
14 *Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu
15 M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California
16 Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los
17 Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

18 10. We are experienced and consider ourselves qualified to evaluate the claims and
19 defenses in this Action. This allowed our firm to assist in achieving an efficient resolution of the
20 claims in this matter for a non-reversionary Settlement Payment of \$350,500 for approximately
21 606 persons employed in California by Defendant GE United Technologies, LLC dba Grassdoor
22 (“Grassdoor”) as non-exempt employees, including delivery drivers, at any time during the period
23 from July 19, 2019 through July 13, 2021 (the “Class Period”). The proposed Settlement is
24 memorialized in the Joint Stipulation of Settlement and Release of Class Action, (“Settlement
25 Agreement” or “SA”), attached as Exhibit 1.

26 11. Plaintiff Luis Lopez worked for Grassdoor as a non-exempt delivery driver,
27 delivering cannabis products throughout Los Angeles County from October 2019 through June
28 2020.

1 12. The proposed Class is defined as all hourly, non-exempt individuals employed by
2 GE United Technologies, LLC dba Grassdoor in California at any time during the Class Period
3 defined as from July 19, 2019 through July 13, 2021. There are 606 Class Members who worked
4 18,385 Pay Periods during the two-year Class Period.

5 13. Of the 606 Class Members, 562 are non-exempt delivery drivers (who worked
6 16,933 pay periods) and 44 are other non-exempt employees (who worked 1,452 Pay Periods).

7 14. A subgroup of the Class, PAGA Members, were employed some time during the
8 September 11, 2019 through July 19, 2021 PAGA Period. There are 604 PAGA Members that
9 worked 18,144 Pay Periods during the PAGA Period.

10 15. On September 11, 2020, Plaintiff filed a class action complaint in the Los Angeles
11 County Superior Court alleging Grassdoor's failure to (1) pay minimum, regular, and overtime
12 wages (Labor Code §§ 510, 1194; IWC Wage Order 9-2001, §§ 3, 4); (2) provide meal periods
13 (Labor Code §§ 226.7, 512; IWC Wage Order 9-2001, §11); (3) reimburse business expenses
14 (Labor Code §§ 2800, 2802, 2804); (4) provide accurate itemized wage statements (Labor Code §
15 226); and (5) timely pay wages due upon separation of employment (Labor Code §§ 201, 202,
16 203). Based on these allegations, Plaintiff alleged unfair business practices in violation of the
17 Unfair Competition Law (Bus. & Prof. Code §§ 17200-17208).

18 16. In early January 2021, the Parties agreed to mediate and scheduled mediation with
19 Todd A. Smith for April 14, 2021.

20 17. On January 29, 2021, Plaintiff filed a First Amended Complaint seeking PAGA
21 civil penalties pursuant to Labor Code §§ 2699, *et seq.*, based on Plaintiff's causes of action, and
22 sought penalties for Grassdoor's unlawful deduction of tips (Labor Code § 351) and failure to
23 maintain accurate records (Labor Code § 1174).

24 18. Plaintiff served notice of his charges against Grassdoor on the Labor and Workforce
25 Development Agency ("LWDA") and on Grassdoor on September 9, 2020. Through the present,
26 the LWDA has not communicated any intention to investigate the charges alleged. Attached as
27 Exhibit 2 is a true and correct copy of Plaintiff's September 9, 2020 PAGA Notice.

28 19. To prepare for mediation, Plaintiff requested, and Defendant produced, subject to a

1 Stipulated Protective Order, key data for the period from July 19, 2019 through November 12,
2 2020 that included: (1) total number of Class Members; (2) number of formerly employed Class
3 Members; (3) number of Class Member Pay Periods; (4) number of Class Member Work Weeks;
4 and (5) average hourly rate of pay; and for the PAGA Penalties for the period from September 11,
5 2019 to November 12, 2020: (1) total number of aggrieved employees, (“PAGA Members”); (2)
6 number of formerly employed PAGA Members; (3) number of PAGA Member Pay Periods; (4)
7 number of PAGA Member Work Weeks; and (5) average hourly rate of pay. In addition,
8 Grassdoor produced excel spreadsheet data containing a 10% random sample of Class Member
9 time (through November 12, 2020) and payroll records (through Pay Period ending September 27,
10 2020), and the names and contact information for ten Class Members.

11 20. After receipt of the data and an analysis of the information produced by Grassdoor
12 and gathered from informal interviews of Class Members, Plaintiff’s Counsel retained the services
13 of a damages’ consultant to review the information and data to assess violation rates for short, late,
14 or missed meal periods, unpaid or underpaid expense reimbursements for mileage and cell phone
15 expenses, the incidence of underpaid overtime wages due to failure to use the Class Members’
16 regular rate of pay, and derivative claims for wage statements penalties, waiting time penalties,
17 PAGA civil penalties, and to extrapolate the damages to the Class.

18 21. On April 14, 2021, the Parties attended mediation via Zoom with Todd A. Smith, an
19 experienced and respected wage and hour mediator. The Parties engaged in a day of serious,
20 informed and lengthy arms’-length negotiations, which resulted in a Settlement in principle and a
21 memorandum of understanding.

22 22. Several months after mediation and after drafting the long-form settlement
23 agreement, Counsel for Grassdoor proposed a release of rest period claims. To evaluate the
24 request, Plaintiff reenlisted his damages’ consultant to analyze the data previously produced which
25 had included data documenting clock-in and clock-out times for rest periods. The rest period
26 violation rate was identified, and extrapolated to the Class. Based on the identified violation rate,
27 and after an exchange of written demands and counter-offers between the Parties, that were at
28 times contentious, on January 26, 2022, an agreement was reached on a fair negotiated sum to

1 release the rest period claims on behalf of the Class reflected in the discussion below.

2 23. To effectuate the terms of the proposed Settlement, which now includes a release of
3 rest period claims, on March 21, 2022, the Parties filed a Stipulation for Leave to File a Second
4 Amended Class and Representative Action Complaint.

5 24. The Parties have agreed the Action may be settled for the Gross Settlement Amount
6 of \$350,500 (“GSA”) which, subject to Court approval, includes: (a) attorneys’ fees of \$116,833
7 (one-third of the GSA) to compensate Class Counsel for work performed and remaining to be
8 performed in securing final Court approval; (b) Class Counsel’s litigation expenses of up to
9 \$15,000; (c) a Service Payment to Plaintiff Luis Lopez of \$5,000 in consideration of his initiation
10 and prosecution of the action, service as Class Representative, work performed, and risks
11 undertaken for the payment of costs in the event the case was unsuccessful, and benefits conferred
12 on absent Class Members; (d) PAGA Payment of \$5,000 of which \$3,750 (75% of \$5,000) will be
13 paid to the LWDA, and \$1,250 (25% of \$5,000) will be distributed to PAGA Members); and (e)
14 Administration expenses to Simpluris of up to \$13,000. In addition to the GSA, Defendant will pay
15 the Employer Tax Obligations.

16 25. Based on anticipated Court-approved deductions for attorneys’ fees, litigation costs,
17 Service Payment, PAGA Payment, and administration expenses, the Net Settlement Amount
18 estimated at \$195,667 will be distributed to Participating Class Members based on number of Pay
19 Periods worked at any time during Class Period without the need to return a claim form.

20 26. With an estimated 18,385 pay periods worked during the Class Period, a
21 Participating Class Member will receive an estimated **\$10.64** for each Pay Period worked during
22 the Class Period. No part of the GSA may revert to Defendant under any circumstances.

23 27. Following preliminary approval, Simpluris will mail the approved Notice of Class
24 Action Settlement, Change of Address form, and return envelope (“Notice Packet”) to each Class
25 Member.

26 28. The Notice advises the Class: (1) of the right to participate in the Settlement and to
27 receive a Settlement Payment without a claim form; (2) how to object or opt-out of the Settlement;
28 (3) how to dispute the information on which Settlement Payments are calculated; (4) of the

Released Claims; and (5) of the date, time and place to appear for the Final Approval hearing.

29. Simpluris will endeavor to locate Class Members to allow participation in the Settlement and receipt of settlement checks, by means which include a National Change of Address database search prior to the initial mailing of the Notice Packet, and thereafter, skip tracing undelivered Notice Packets.

30. Following the issuance of Settlement Payments, Simpluris will mail a postcard to all Class Members who have not by the 30th day of issuance negotiated their checks to remind them of the void date. All checks not cashed by the 180th day, will be cancelled, and sums represented by the uncashed checks will be sent to the California Controller, Unclaimed Property Division for further handling on behalf of Class Members whose checks were voided.

31. In exchange for a Settlement Payment, all Class Members who have not timely requested exclusion, will release the following “Released Claims”, arising from the claims alleged in the operative complaint.

“All claims alleged or that could have been alleged based on the facts asserted in the Action during the Class Period, including failure to pay minimum, regular and overtime wages (Labor Code §§ 218.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and applicable wage orders); failure to provide meal and rest periods (Labor Code §§ 512, 226.7, and applicable wage orders); failure to reimburse business expenses (Labor Code §§ 2800, 2802, 2804, and applicable wage orders); failure to provide accurate itemized wage statements (Labor Code §§ 226, 226(a), (e), (g), (h)); failure to timely pay wages due upon separation of employment (Labor Code §§ 201-204, 218, 256); unlawful deduction of tips (Labor Code § 351), failure to maintain accurate records (Labor Code §§ 1174(d), 1174.5, 1175, 1198); violation of the Unfair Competition law (Business and Professions Code § 17200 et seq.); penalties pursuant to Labor Code §§ 210, 558, and 558.1; and PAGA penalties pursuant to Labor Code § 2698 et seq., for violation of the above-referenced Labor Code sections. The PAGA Release is for the PAGA penalties sought for the alleged violations of the Labor Code sections included in the Released Claims.”

32. Plaintiff’s Counsel have significant experience litigating wage and hour employment class actions.

33. This allowed Counsel to evaluate settlement of the Class claims compared to the risks of further litigation, including trial, appeals and collection. Defense counsel with Carothers DiSante & Freudenberger LLP are also highly skilled and sophisticated lawyers, with extensive class action experience. They defended their client vigorously and aggressively through all phases

1 of the case, including mediation and subsequent negotiations.

2 34. Plaintiff's Counsel believes the Settlement achieved in this Action is fair and
3 reasonable and in the best interest of the Class in light of the monetary recovery by the Class,
4 complexities and difficulties of this litigation, the state of the law, the potential the case may not
5 have been certified, an adverse summary judgment or decertification ruling, the lengthy process of
6 establishing specific damages, and various possible delays and uncertainty regarding the outcome
7 of appeals. Each of these factors was carefully considered before reaching agreement.

8 35. Plaintiff's counsel relied on data and documents, including time, pay, and
9 employment records. Plaintiff's counsel and their consultant reviewed and analyzed time and pay
10 records to assess liability and to calculate Class-wide damages before attending mediation, and
11 thereafter to negotiate the release of the rest period claim.

12 36. Based on the damage assessments made for each claim as discussed below, and the
13 realistic ranges of recovery, the \$350,500 Gross Settlement Amount is fair and reasonable given
14 that it represents approximately 72% of the \$484,904 estimated damages on the primary claims
15 alleged (exclusive of PAGA Penalties).

16 37. Plaintiff alleges when he arrived to start his shift at Grassdoor's hub, he clocked in
17 and picked up his daily tote bags with products, and that Grassdoor did not pay wages until he
18 received his first order via the Grassdoor phone app.

19 38. Grassdoor disputes the contention and contends Plaintiff and Class Members were
20 paid hourly for all time worked after they clocked-in. Given certain information and evidence
21 provided by Grassdoor showing hourly wages were paid from the time of the clocked-in, Plaintiff
22 assigned a nominal value to the minimum wage claim and estimated Grassdoor's maximum
23 exposure at \$13,049. Plaintiff estimated probability of certification at 25% and success at trial at
24 25%, resulting in a discounted realistic exposure of **\$815**.

25 39. Plaintiff alleges Grassdoor paid non-discretionary performance-based bonuses in the
26 same pay periods that overtime wages were earned, but that Grassdoor did not factor these non-
27 discretionary bonuses into Class Members' regular rates of pay for the purpose of calculating and
28 paying their overtime wages. Rather, Grassdoor paid overtime wages at exactly 1-1/2 times the

1 Class Members' base hourly rates of pay, regardless of whether they received a bonus in the same
2 pay period; thus underpaying overtime wages during these pay periods. Plaintiff's damages'
3 consultant used Class Member pay records to calculate and extrapolate to the Class, the amount of
4 underpaid overtime wages at \$5,637.

5 40. Grassdoor contends that all overtime worked was properly paid, that no evidence
6 exists of a policy or practice of underpaying overtime, and further that this claim is not amenable to
7 class treatment. Plaintiff estimated probability of certification at 75% and success at trial at 75%,
8 resulting in a discounted realistic exposure of **\$3,171**.

9 41. Grassdoor's time records showed (1) no meal breaks on 55.6% of shifts longer than
10 6 hours (\$394,006 premiums owed); (2) late first meal breaks on 1.0% of shifts over 5 hours
11 (\$3,540 premiums owed); (3) short first meal breaks on 0.3% of shifts over 5 hours (\$1,062
12 premiums owed); and (4) no second meal break on 98.3% of shifts over 10 hours (\$44,958 in
13 premiums owed), yielding an exposure of \$423,743. However, recognizing only one meal period
14 premium may be owed per shift, regardless of the number of meal period violations suffered, and
15 that a second meal period may be waived if the first meal period is taken, a more appropriate
16 exposure figure of \$378,785 was calculated, subtracting the premium wages for failure to provide a
17 second meal period.

18 42. Grassdoor asserts its meal break policies and practices were compliant with
19 California law, including the use of meal period waivers and the payment of meal period
20 premiums, and further that this claim is not amenable to class treatment. On this claim, Plaintiff
21 estimated probability of certification at 75% and success at trial at 75%, resulting in a discounted
22 realistic exposure of **\$105,936**.

23 43. For part the period from September 14, 2020 forward, Grassdoor maintained clock-
24 in and clock-out records for employee rest periods. Grassdoor provided these time records for 32
25 employees. Using these records, Plaintiff's consultant calculated a 22.5% violation rate, resulting
26 in 10,534 unpaid rest break violations when extrapolated over the entire Class Period.

27 44. No rest period premiums were paid according to these records.

28 45. Thus, Grassdoor's maximum exposure was calculated as \$162,539.62 (10,534

1 violations x \$15.43 average rate of pay).

2 46. Grassdoor contends its policies and practices were compliant with California law,
3 and further that this claim is not amenable to class treatment. Plaintiff estimated probability of
4 success at certification at 75%, given the defense arguments and that no records exist to support the
5 claim for the major part of the Class Period, and victory at trial at 75%, resulting in a discounted
6 realistic exposure of **\$91,428**.

7 47. Plaintiff alleges Defendants failed to adequately reimburse Class Members for
8 business-related personal cell phone and mileage expenses.

9 48. Employees were required to use their personal cell phones to receive product orders
10 through Grassdoor's phone application, to use the GPS to navigate to customer locations, call and
11 text customers about their orders, and call and text managers about deliveries. Not until March 22,
12 2020, did Grassdoor reimbursement Class Members, after which it paid \$30 per month to full-time
13 drivers and \$25 per month to part-time drivers. The average U.S. cell phone bill is estimated at \$70
14 per month. Plaintiff estimated 50% of the time, he used his personal cell phone for work. Using
15 \$35 per month for the period September 11, 2019 through March 22, 2020 and \$7.50 per month for
16 the period from March 23, 2020 through April 14, 2021 (splitting the difference between \$5 and
17 \$10 deficiency for full time and part time drivers thereafter), maximum exposure was calculated at
18 \$51,688. Grassdoor contends that at all times its policies and practices regarding reimbursing
19 employees for necessary business expenses were in compliance with California law, and further
20 that this claim is not amenable to class treatment. Given the need for individualized inquiries as to
21 employees' monthly cell phone bill amounts and the amount of time spent using personal cell
22 phones for work, a Court may deny certification. Based on these concerns, Plaintiff estimated
23 probability of certification at 50%, and success at trial at 50%, resulting in a discounted realistic
24 exposure of **\$12,922**.

25 49. From the beginning of the Class Period, July 19, 2019 to December 19, 2019,
26 Grassdoor paid drivers \$5 per hour as mileage reimbursement. Thereafter, Grassdoor paid mileage
27 at the federal rate. Mileage was calculated by using Google Maps to determine the mileage drivers
28 drove for deliveries, with .7 miles added to all deliveries as a buffer. Because employees had to

1 pack their product orders a few blocks away from the customer's delivery address for security
2 purposes, Grassdoor automatically added one mile to their mileage reimbursement as a buffer if an
3 order was given to a driver within 1.5 miles of their current location.

4 50. Plaintiff contends the reimbursement paid for the period from July 19, 2019 to
5 December 19, 2019 was insufficient. Grassdoor's records reflect drivers drove on average at least
6 75 miles per day, assuming they worked eight hours per day and were paid \$40 (\$5/hr x 8 hrs).
7 However, at the 2019 federal mileage rate of \$.58, Class Members were entitled to \$43.50 per day.
8 Plaintiff contends Grassdoor is liable to each driver for \$3.50 for each shift worked prior to
9 December 19, 2019.

10 51. Maximum exposure on this claim was estimated at \$42,791, [12,226 shifts prior to
11 December 19, 2019 x \$3.50]. Grassdoor contends its policies and practices regarding reimbursing
12 employees for necessary business expenses were in compliance with California law, and that this
13 claim is not amenable to class treatment. Plaintiff estimated probability of certification at 50%, and
14 success at trial at 50%, resulting in a discounted realistic exposure of **\$10,698**.

15 52. To calculate wage statement penalties, Plaintiff multiplied 18,144, the number of
16 Pay Periods going back one-year from the date of filing by the \$50 initial rate, yielding a maximum
17 exposure of \$907,200. Assuming Plaintiff prevailed on the underlying claims, Plaintiff estimated
18 probability of certification at 50% and probability of prevailing at trial at 50%, resulting in a
19 discounted realistic exposure of **\$226,800**.

20 53. For the 72 formerly employed Class Members (in the period three years from
21 filing), penalties of \$265,075 (8 hrs/day x \$15.34/hr x 30 days x 72 former EEs) were calculated.

22 54. Plaintiff's realistic exposure was discounted by 50% for the risk in obtaining
23 certification and discounted by 75% for purposes of Settlement, reducing the realistic exposure to
24 **\$33,134**.

25 55. With 18,144 Pay Periods in the PAGA Period, and using the initial violation rates
26 for the 604 PAGA Members, maximum penalties were assessed for violations of Labor Code
27 §§510, 1194 (minimum wages (\$100 / Pay Period ("PP") at \$1,814,400, and overtime wages (\$100
28 / PP) at \$1,814,400; Labor Code §§226.7, 512 (meal) (\$100/PP at \$1,814,400; Labor Code §226.7

1 (rest) (\$100/PP) at \$1,814,400; Labor Code §351 (unlawful deduction of tips) (\$100/PP) at
2 \$1,814,400; and Labor Code §§ 226 (wage statements) (\$250 / Pay Period) at \$4,536,000. Using
3 initial violation rates for 4,536 PAGA Pay Periods in which PAGA Members did not receive
4 proper expense reimbursements for violation of Labor Code §2802, and assuming expenses should
5 have been reimbursed at least monthly (18,144 /4 = 4,536 Pay Periods), maximum penalties were
6 assessed for violations of (expense reimbursements) (\$100/ Pay Period): \$453,600. Finally, waiting
7 time PAGA Penalties were assessed at \$7,200 (\$100 /final Pay Period x 72 former employees
8 separated in PAGA Period).

9 56. Plaintiff believed reasonable exposure was no more than **1%** of maximum
10 exposure, or **\$122,544** based on factors considered in determining reasonable exposure for Class
11 claims, the discretionary nature of PAGA penalties, and Court ability to reduce penalties to nearly
12 zero

13 57. Grassdoor can easily identify Class Members through their records. The Class is
14 numerous with 606 members.

15 58. Joinder of these individuals would be impracticable and a Class-wide proceeding is
16 preferable and superior.

17 59. Class Members were subject to the same policies which Plaintiff has alleged caused
18 damages to him and the Class, including whether they were paid for all time under Defendant's
19 control, properly paid overtime wages by including non-discretionary bonuses when calculating
20 their regular rate of pay, and whether they premiums for missed, short or late meal periods or rest
21 breaks, and whether Defendant properly reimbursed business related expenses for mileage and
22 personal cellphone usage.

23 60. Plaintiff's claims are typical of the claims of Class Members. Plaintiff and all Class
24 Members assert the same legal theories and the same types of damages.

25 61. Plaintiff can adequately protect the interests of the Class. Plaintiff sought out and
26 retained attorneys, and cooperated with them throughout the case. He made no individual claims or
27 asserted any interest that could have become antagonistic to the interests of the class. At all times
28 he understood he was not bringing individual claims, but an action on behalf of the current and

1 former employees that experienced the same treatment alleged to be unlawful.

2 62. Another measure of Plaintiff's adequacy is his counsel's ability to protect class
3 interests. Plaintiff's counsel are qualified to protect the interests of Class Members.

4 63. On the same date this motion and its exhibits are filed with the Court, they will be
5 served upon Defendant and provided to the Labor and Workforce Development Agency
6 ("LWDA") via the LWDA's website, [www.dir.ca.gov/Private-Attorneys-General-Act/Private-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act)
7 [Attorneys-General-Act](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act), using the appropriate intake form. Attached as Exhibit 3 is a true and
8 correct copy of the LWDA confirmation of Receipt.

9 I declare under the penalty of perjury under the laws of the State of California the
10 foregoing is true and correct and this declaration is executed March 25, 2022, in San Diego,
11 California.



12 Diana M. Khoury

EXHIBIT 1

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Attorneys for Defendant
GE UNITED TECHNOLOGIES, LLC d/b/a GRASSDOOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LUIS LOPEZ, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

GE UNITED TECHNOLOGIES, LLC, a
Delaware Limited Liability Company d/b/a
GRASSDOOR, and DOES 1 through 10,
Inclusive,

Defendants.

) Case No. 20STCV34691

) Assigned for All Purposes To:

) Judge: William F. Highberger

) Dept: SS-10

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

) Action Filed: September 11, 2020

1 This Joint Stipulation of Settlement and Release of Class Action (“Agreement”) is made
2 and entered into between Plaintiff LUIS LOPEZ “Plaintiff”), individually and on behalf of the
3 proposed Settlement Class, (defined below), and Defendant GE UNITED TECHNOLOGIES, LLC
4 dba GRASSDOOR (“Grassdoor” or “Defendant”). This Agreement is subject to approval of the
5 Court, pursuant to the California Rules of Court, Rule 3.769(c), (d) and (e), and made for the sole
6 purpose of attempting to consummate settlement of the Action (as defined below) on a class-wide
7 basis subject to the following terms and conditions. As detailed below, in the event the Court does
8 not enter an order granting final approval of the Class Settlement (as defined below) and entering
9 judgment, or the conditions precedent are not met for any reason, this Agreement is void and of no
10 force or effect whatsoever.

11 1. **DEFINITIONS**

12 As used in this Agreement, the following terms shall have the meanings specified below.
13 To the extent terms or phrases used in this Agreement are not specifically defined below, but are
14 defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

15 1.1 **Action**. “Action” shall mean the lawsuit titled *Luis Lopez, Plaintiff v. GE*
16 *United Technologies, LLC dba Grassdoor, Defendant*, Case No. 20STCV34691, pending in the
17 Los Angeles County Superior Court, which includes the PAGA Notice sent to the Labor and
18 Workforce Development Agency (“LWDA”).

19 1.2 **Administrator**. See definition of “Settlement Administrator.”

20 1.3 **Claims**. “Claims” shall mean the claims asserted and causes of action alleged in
21 the Action, including failure to pay minimum, regular and overtime wages, failure to provide meal
22 and rest periods, failure to reimburse business expenses, failure to provide accurate itemized wage
23 statements, failure to timely pay wages due upon separation of employment, unlawful deduction of
24 tips, failure to maintain accurate records, violation of the Unfair Competition law, and PAGA
25 penalties that were set forth, or that could have been set forth based on the facts alleged in the
26 Action.

1.4 **Class Counsel.** “Class Counsel” shall mean Michael D. Singer, Diana M. Khoury, and Rosemary C. Khoury of Cohelan Khoury & Singer, 605 C Street, Second Floor, San Diego, California 92101 and Rodney Mesriani of Mesriani Law Group, 510 Arizona Avenue, Santa Monica, California 90401.

1.5 **Class Counsel’s Attorneys’ Fees and Expenses.** “Class Counsel’s Attorneys’ Fees and Expenses” shall mean Class Counsel’s attorneys’ fees and expenses to be requested and subject to approval by the Court at the time of the Final Approval and Fairness Hearing (as defined below).

1.6 **Class List and Data.** “Class List and Data” or Class List shall mean the information for each Settlement Class Member and PAGA Member which Defendant shall compile from its business records and provide to the Administrator for purposes of providing notice of the Settlement to the Settlement Class. The Class List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each Settlement Class Member, the following information: (a) full name; (b) last-known mailing address; (c) telephone numbers; (d) Social Security number; (e) dates of employment; (f) number of Weeks Worked during the Class Period; and (g) number of pay periods employed as a PAGA Member during the PAGA Period.

1.7 **Class Period.** “Class Period” shall mean the period from July 19, 2019 through July 13, 2021.

1.8 **Class Representative.** “Class Representative” shall mean Plaintiff Luis Lopez.

1.9 **Court.** “Court” shall mean the Superior Court of California, County of Los Angeles.

1.10 **Defendant.** “Defendant” shall mean GE United Technologies, Inc. dba Grassdoor.

1.11 **Defense Counsel.** “Defense Counsel” shall mean David G. Hagopian and Garrett V. Jensen of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612.

1.12 **Effective Date.** “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.13 **Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all applicable federal, state or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of the Settlement Class Participant’s Individual Settlement Payment that constitutes wages, and will be withheld from and paid out of the Net Settlement Amount.

1.14 **Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to Defendant’s share of corporate, federal, state and/or local payroll taxes that is owed on the portion of the Participating Class Member’s Individual Settlement Payment that constitutes wages. The Employer’s Taxes shall be separately paid by Defendant in addition to the Gross Settlement Amount.

1.15 **Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall mean the final hearing held to consider the Class’ reaction to notice of the Settlement, and to ascertain the fairness, reasonableness, and adequacy of the Class Settlement. At this hearing, the Court will consider Class Counsel’s application for Attorneys’ Fees and Expenses, the Class Representative Service Payment, the Administration Expenses, and approval

of the PAGA Payment. The proposed Order Granting Final Approval and Entering Judgment is attached, in substantial form, as **Exhibit D**.

1.16 **Final Approval Date.** “Final Approval Date” shall mean the date upon which the Court enters an order granting final approval of the Class Action Settlement and enters Judgment.

1.17 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling \$350,500.00, to be paid by Defendant in full settlement of the Released Claims asserted in this case, which includes the Administration Expenses, Employee’s Taxes and Required Withholdings, Class Counsel’s Attorneys’ Fees and Expenses, and Class Representative Service Payment. The Gross Settlement Amount is non-reversionary. In no event shall Defendant be required to pay more than the Gross Settlement Amount. The Parties agree that Code of Civil Procedure § 384 does not apply to this Settlement and any uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property.

1.18 **Service Payment.** “Service Payment” shall mean the monetary payment to the Class Representative of an amount up to \$5,000.00, for his efforts in initiating this Action, the risks undertaken on behalf of the Settlement Class, and for the substantial benefits to be received by Participating Settlement Class Members. The Service Payment shall be reported on an IRS 1099 basis, and shall be paid in addition to the Plaintiff’s Individual Settlement Payment he is entitled as a member of the Class under the terms of this Settlement.

1.19 **Individual Settlement Payment.** “Individual Settlement Payment” means the proportionate share of the Net Settlement Amount to be distributed to each Participating Class Member based on the number of his or her Work Weeks during the Class Period in relation to the aggregate number of Work Weeks by all Participating Settlement Class Members, less any Employee’s Taxes and Required Withholdings.

1.20 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys’ Fees and Costs, Class Representative Service Payment, Settlement Administration Fees, and the PAGA Payment.

1.21 **Notice Packet.** “Notice Packet” means the Notice of Class Action Settlement (**Exhibit A**), the Change of Address Form (**Exhibit B**) approved by the Parties and subject to Court approval, and the pre-printed return envelope which the Administrator will mail to each Class Member.

1.22 **Opt-Out.** “Opt-Out(s)” shall mean a Class Member’s timely and valid request for exclusion from the Settlement Class in accordance with the terms of this Agreement and as set forth in the Class Notice. If a Settlement Class Member submits a valid and timely request to opt out, to the extent eligible as a PAGA Member, they will still receive a portion of the PAGA Payment allocated to the PAGA Members based on the number of Pay Periods employed during the PAGA Period, and will release the claims alleged under PAGA.

1.23 **PAGA.** PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

1.24 **PAGA Member(s):** “PAGA Member(s)” means any person employed by Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period. There are 604 PAGA Members that worked 18,144 Pay Periods during the PAGA Period.

1.25 **PAGA Payment:** “PAGA Payment” shall mean an allocation of \$5,000 to be paid from the Gross Settlement Amount, designated by the Parties as PAGA civil penalties, of which 75% shall be remitted to the Labor and Workforce Development Agency (“LWDA”) for its statutorily-set portion of the PAGA penalties (“LWDA Payment”) and the remaining 25% shall be distributed to the PAGA Members on a proportionate basis based on the number of pay periods employed during the PAGA Period.

1.26 **PAGA Period.** “PAGA Period” means the period from September 11, 2019 through July 13, 2021.

1 1.27 **PAGA Release.** See Released Claims.

2 1.28 **Participating Settlement Class Member(s).** “Participating Settlement Class
3 Members” or “Participating Class Member” shall mean Settlement Class Members who do not
4 return a timely and valid request to opt-out of the Class in the manner set forth in this Agreement,
5 and described in the Court-approved Notice of Class Action Settlement.

6 1.29 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendant.

7 1.30 **Pay Periods.** “Pay Periods” means the number of pay periods a PAGA Member
8 was employed during the PAGA Period. Defendant paid Class and PAGA Members weekly.

9 1.31 **Plaintiff.** “Plaintiff” shall mean Plaintiff Luis Lopez.

10 1.32 **Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date
11 upon which the Court enters an order preliminarily approving this Agreement, conditionally
12 certifying the Class, approving the Notice of Class Action Settlement, appointing Plaintiff as the
13 Class Representative, Plaintiff’s Counsel as Class Counsel, and Simpluris as the Administrator, and
14 setting a Final Approval Hearing date. The Preliminary Approval Order, in substantial form, or as
15 modified by the Court, is attached as **Exhibit C.**

16 1.33 **Released Claims.** “Released Claims” shall mean all claims alleged or that could
17 have been alleged based on the facts asserted in the Action during the Class Period, including
18 failure to pay minimum, regular and overtime wages (Labor Code §§ 218.5, 510, 1194, 1194.2,
19 1197, 1197.1, 1198, 1199, and applicable wage orders); failure to provide meal and rest periods
20 (Labor Code §§ 512, 226.7, and applicable wage orders); failure to reimburse business expenses
21 (Labor Code §§ 2800, 2802, 2804, and applicable wage orders); failure to provide accurate
22 itemized wage statements (Labor Code §§ 226, 226(a), (e), (g), (h)); failure to timely pay wages
23 due upon separation of employment (Labor Code §§ 201-204, 218, 256); unlawful deduction of tips
24 (Labor Code § 351), failure to maintain accurate records (Labor Code §§ 1174(d), 1174.5, 1175,
25 1198); violation of the Unfair Competition law (Business and Professions Code § 17200 et seq.);
26 penalties pursuant to Labor Code §§ 210, 558, and 558.1; and PAGA penalties pursuant to Labor
27 Code § 2698 et seq., for violation of the above-referenced Labor Code sections. The PAGA
28

1 Release is for the PAGA penalties sought for the alleged violations of the Labor Code sections
2 included in the Released Claims.

3 1.34 **Released Parties.** “Released Parties” shall mean Defendant and its officers,
4 directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and
5 any other successors, assigns, or legal representatives and former and present parents, subsidiaries,
6 and affiliates, and their officers, directors, managers, owners, executives, partners, employees,
7 shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

8 1.35 **Response Deadline.** “Response Deadline” shall mean 45 days following the
9 date on which the Settlement Administrator first mails the Notice Packet to all Settlement Class
10 Members. Settlement Class Members who receive a re-mailed Notice Packet shall have an
11 additional 15 days from Response Deadline to postmark an Opt-Out request, or to dispute the
12 information on which their Individual Settlement Payment is calculated.

13 1.36 **Settlement.** “Settlement” shall mean the settlement between Parties, which is
14 memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

15 1.37 **Settlement Administrator.** “Settlement Administrator” or “Administrator”
16 shall mean Simpluris, the third-party settlement administrator selected by the Parties and to be
17 approved by the Court, which the Parties have agreed will be responsible for administration of the
18 Settlement and related matters. The Administrator’s fee and expenses are estimated to not exceed
19 \$13,000.00.

20 1.38 **Settlement Class.** “Settlement Class” shall mean all hourly, non-exempt
21 individuals employed by GE United Technologies, LLC dba Grassdoor in California during the
22 Class Period. Defendant has represented there are 606 Settlement Class Members who have an
23 aggregate 18,355 Work Weeks worked during the Class Period.

24 1.39 **Settlement Class Member.** “Settlement Class Member” or “Class Member”
25 means a member of the Settlement Class. If the Class Member is incompetent or deceased, the
26 individual’s legal guardian, executor, heir or successor-in-interest, may submit the proper
27
28

documentation to the Administrator to claim such Settlement Class Member's Individual Settlement Payment.

1.40 **Work Weeks.** "Work Week" means any week during the Class Period in which a Settlement Class Member worked at least one day in that week. Defendant has represented there are 18,355 Work Weeks worked by the Class during the Class Period.

2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On September 11, 2020, Plaintiff filed the Action entitled *Luis Lopez, Plaintiff v. GE United Technologies, LLC dba Grassdoor, Defendant* in the Los Angeles County Superior Court on behalf of himself and all others similarly situated and aggrieved, on behalf of the State of California as a private attorney general. The operative complaint in this Action, the First Amended Complaint ("FAC") alleges claims including failure to pay minimum, regular and overtime wages, failure to provide meal periods, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to timely pay wages due upon separation of employment, unlawful deduction of tips, failure to maintain accurate records, violation of the Unfair Competition law, and PAGA penalties based on the foregoing theories of liability. As part of this settlement, Plaintiff will file a Second Amended Complaint ("SAC") to add a claim for failure to authorize and permit rest periods and corresponding PAGA theory(ies) of liability and will file an amended PAGA notice with the LWDA for failure to authorize and permit rest periods. For purposes of this agreement, the Complaint, FAC, and SAC in the foregoing action will be referred to as the "Complaint". Defendant shall be deemed to have answered the SAC for all purposes under the law, such that, among other things, all material allegations in the SAC are deemed denied by Defendant and all applicable affirmative defenses to the SAC are deemed interposed by Defendant, and unless ordered by the Court, Defendant need not file any other pleading in the Action in relation to the SAC.

Soon after Defendant appeared in the Action, Counsel for Defendant requested an opportunity to explore the possibility of an early mediation on a Class-wide basis (as well as PAGA), and in that regard, requested a stay of the litigation and discovery, in favor of attending

1 mediation. Upon agreement to attend mediation, and in order to prepare for a meaningful and
2 informed session, Plaintiff's counsel requested and Defendant's Counsel produced, subject to a
3 stipulated protective order, time and payroll records, relevant policies, and information regarding
4 the putative class and the potentially-aggrieved employees.

5 2.2 With sufficient discovery conducted to evaluate the viability of the claims and
6 theories alleged, and Defendant's potential liability on Class-wide damages (as well as PAGA) and
7 its defenses, on April 14, 2021, the Parties participated in an all-day mediation with Todd A. Smith,
8 an experienced and respected mediator of wage and hour class actions. The Parties agreed to settle
9 the Action, the terms of which were memorialized in a Memorandum of Understanding executed
10 by the Parties.

11 2.3 The Parties and their respective counsel believe this Agreement reflects a fair,
12 adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of
13 arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account
14 all relevant factors, present and potential.

15 3. **ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
16 **CLASS SETTLEMENT**

17 3.1 The investigation and extensive exchange of information and informal discovery
18 conducted in this matter, as well as discussions between counsel have been adequate to give Class
19 Counsel an understanding of the merits of the Parties' respective positions and to evaluate the
20 worth of the claims of the Settlement Class. The information and data exchanged by the Parties
21 prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits
22 of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

23 3.2 The Parties recognize and acknowledge the expense and delay of continued
24 lengthy proceedings necessary to prosecute the Action against Defendant through trial and through
25 appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of
26 continued litigation in complex actions such as this, as well as difficulties and delays inherent in
27 such litigation, the potential difficulty of obtaining certification of the Action, as well as trying the
28

1 claims of the Settlement Class. Class Counsel believes that the Settlement set forth in this
2 Agreement confers substantial benefits upon Plaintiff and the Settlement Class Members and that
3 an independent review of this Agreement by the Court in the approval process will confirm this
4 conclusion. Based on their own independent investigation and evaluation, Class Counsel has
5 determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the
6 Settlement Class Members.

7 4. **NO ADMISSION OF LIABILITY AND CONDITIONAL CERTIFICATION.**

8 4.1 This Agreement represents a compromise and settlement of highly disputed
9 claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed
10 to constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of
11 the allegations or claims made against Defendant in the Action or the appropriateness of class or
12 conditional certification. Defendant denies each and all of Plaintiff's allegations in their entirety,
13 and alleges that Plaintiff and all other Settlement Class Members were paid all wages owed,
14 including minimum wages and overtime wages, were properly paid all hours worked, provided all
15 meal periods, authorized and permitted to take all rest periods, paid all wages on a timely basis,
16 received accurate itemized wage statements, received all reimbursement for work-related expenses,
17 paid all wages owed upon termination throughout their employment with Defendant, paid for all
18 tips earned and that Defendant maintained accurate payroll records, and did not engage in unfair
19 competition.

20 4.2 Nothing in this Agreement, nor any action taken or made in implementation
21 thereof, nor any statements, discussions, or communications, nor any materials prepared,
22 exchanged, issued, or used during the course of the negotiations leading to the Agreement, is
23 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be
24 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
25 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
26 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.
27 Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has
28

1 as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or
2 judgments of the Court entered into in connection therewith.

3 4.3 The Parties agree that Plaintiff's motion for preliminary approval of the
4 Settlement seeking certification of a class action and Defendant's agreement thereto is for purposes
5 of the Settlement only. Solely for the purpose of this Agreement, including effectuating its terms,
6 the Parties stipulate to conditional certification of the Settlement Class. If, for any reason, the
7 Settlement is not approved, the stipulation for certification will have no force or effect. The Parties
8 agree that certification for purposes of the Settlement is in no way an admission that class
9 certification or conditional certification of a collective action is proper under the standard applied
10 to contested certification motions and that this Agreement will not be admissible in this or any
11 other proceeding as evidence that (i) a class or representative action should be certified as Plaintiff
12 proposed, or (ii) Defendant is liable to Plaintiff or the Settlement Class Members as Plaintiff
13 alleged. Further, neither this Agreement nor the Court's actions with regard to this Agreement will
14 be admissible in any court or other tribunal regarding the propriety of class certification for
15 purposes other than the settlement of this Action. In the event that this Agreement is not approved
16 by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendant
17 will not be deemed to have waived, limited, or affected in any way any of their objections or
18 defenses in the Action, including, but not limited to, its ability to move to compel arbitration, raise
19 defenses in opposition to certification, contest the merits of the claims and theories alleged, etc.

20 5. **CLASS SETTLEMENT CONSIDERATION**

21 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** Subject to
22 terms and conditions of this Agreement, and subject to Court approval, the claims of all Settlement
23 Class Members are settled for a Gross Settlement Amount of \$350,500.00, no portion of which will
24 revert to Defendant under any circumstances. The Gross Settlement Amount and other actions and
25 forbearances taken by Defendant shall constitute adequate consideration for the Settlement and will
26 be made in full and final settlement of: (a) the Released Claims, (b) Class Counsel's Attorneys'
27 Fees and Expenses, (c) Administration Expenses, (d) the Service Payment, (e) PAGA Payment, and
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(f) the Individual Settlement Payments to Participating Settlement Class Members, and any other obligation of Defendant under this Agreement (other than the Employer's Taxes).

5.2 **Service Payment for Class Representative.** The Class Representative may petition the Court for a Service Payment of an amount up to \$5,000.00 in consideration of initiation and prosecution of the Action, efforts taken on behalf of the Class, which included assisting in the investigation of the claims alleged and searching for and providing crucial documents to Class Counsel, for the risk of paying costs in the event this Action had been lost, and for the potential loss of job opportunities because he filed this Action against a former employer. Defendant shall not oppose any request by Plaintiff for a Service Payment up to such an amount. Any Service Payment approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled as a Settlement Class Member. The Service Payment shall not be considered wages, and the Settlement Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be solely responsible for the payment of any and all taxes with respect to his Service Payment. Any reduction in the Service Payment shall be added to the Net Settlement Amount.

5.3 **Payments to Participating Settlement Class Members.** Each Participating Settlement Class Member shall be eligible to receive an Individual Settlement Payment based on their tenure, i.e., the number of Work Weeks worked during the Class Period, in relation to the number of Work Weeks worked by all Participating Class Members. The Individual Settlement Payment will be subject to the Employee Taxes and Required Withholdings. The Parties understand that Plaintiff and Participating Settlement Class Members who receive an Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated the payment.

5.4 **Allocation of Individual Settlement Payment.** The Parties agree that the Individual Settlement Payment shall be allocated (1) 20% to wages and reported on an IRS W-2 basis; (2) 30% to interest to be reported on an IRS form 1099; and (3) 50% to penalties to be reported on an IRS form 1099. Defendant agrees to pay the Employer's Taxes on that portion of

1 Individual Settlement Payment allocated to W-2 wages, which will be computed and paid by the
2 Administrator, but funded separately and in addition to the Gross Settlement Amount.

3 5.5 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
4 under the Settlement will modify any previously credited hours, days, or weeks or service under
5 any employee benefit plan, policy or bonus program sponsored by Defendant (or its affiliates).
6 Such amounts will not form the basis for additional contributions to, benefit under, or any other
7 monetary entitlement under Defendant’s sponsored benefit plans, policies or bonus programs, if
8 any. The payments made under the terms of this Settlement shall not be applied retroactively,
9 currently, or on a going forward basis, as salary, earnings, wages, or any other form of
10 compensation for the purposes of any of Defendant’s benefit plans, policies or bonus programs, if
11 any. Defendant retains the right to modify the language of its benefits plans, policies and bonus
12 programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement
13 are not for “weeks worked,” “weeks paid,” “weeks of service,” or any similar measuring term as
14 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit
15 accrual, or any other purpose, and that additional contributions or benefits are not required by this
16 Agreement. Defendant does not consider the Individual Settlement Payments “compensation” for
17 purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus
18 program, or any other plan or program sponsored by Defendant (or its affiliates), if any.

19 5.6 **Class Counsel Attorneys’ Fees and Expenses.** As part of the motion for final
20 approval of the Settlement, Class Counsel may submit an application for an award of Attorneys’
21 Fees and Expenses with the fee portion not to exceed one-third of the Gross Settlement Amount
22 (i.e. \$116,833.33) and the award of actual documented costs or expenses not to exceed \$15,000.
23 Defendant agrees not to object to any such fee, cost or expense application up to those amounts. As
24 a condition of this Settlement, Class Counsel has agreed to pursue fees only in the manner reflected
25 by this Section. Any Class Counsel Attorneys’ Fee and Expenses awarded by the Court shall be
26 paid from the Gross Settlement Amount. If Class Counsel voluntarily reduces the request for
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Attorneys' Fees and Expenses or the Court's award is less than set forth above, the difference shall remain with the Net Settlement Amount.

The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.7 **Payment of Class Counsel Attorneys' Fees and Expenses.** Class Counsel Attorneys' Fees and Expenses as awarded by the Court shall be paid by the Settlement Administrator within fifteen (15) days of the Effective Date.

7. **ADMINISTRATION COSTS AND EXPENSES**

7.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Notice Packet by first class, U.S. Mail, performing a National Change of Address database search to update Class Member addresses prior to the initial mailing of the Notice Packets, performing skip-traces to locate and update Settlement Class Members' address on the return of undelivered Notice Packets, establishing a toll-free number and post office box for the receipt of Class Member communications; processing Opt-Out requests and objections, distributing the PAGA Payment to the LWDA and PAGA Members, calculating and distributing Individual Settlement Payments, tax reporting, weekly status reports, and declarations as needed and requested by the Parties or by the Court, among other tasks as reflected within this Agreement.

8. **NOTICE TO CLASS MEMBERS**

8.1 **Notice to Class Members.** Notice shall be provided to Settlement Class Members and PAGA Members in the following manner: within twenty-one (21) calendar days of Preliminary

1 Approval of the Settlement, Defendant shall provide Class List and Data. This information will not
2 be shared with and/or provided to Class Counsel in any way. The Administrator shall inform the
3 Parties of its receipt of the Class List and Data by way of email no later than two (2) days of receipt
4 from Defendant.

5 Within fourteen (14) business days of receipt of the Class List and Data, the Settlement
6 Administrator will mail by first-class U.S. Mail the Notice Packet. The exterior of the mailing
7 envelope shall include the words below the Administrator's address, the following:

8 **IMPORTANT LEGAL DOCUMENT:**
9 **You may get Money from a Class and PAGA Action**
10 **Settlement; your prompt reply to correct a**
11 **bad address is required.**

12 The Class Notice will inform Settlement Class Members and PAGA Members of the nature
13 of the Action, the allegations made, the claims being settled, and releases to be given, the
14 employment information on which their Individual Settlement Payment will be calculated, of the
15 estimated amount of their Individual Settlement Payment, and of Settlement Class Members' right
16 to request exclusion, to object, and to dispute the information on which their payments will be paid,
17 and the deadline for doing any of these acts. The Class Notice will also inform Settlement Class
18 Members of the date, time, and place set for the Final Approval and Fairness Hearing, and will
19 advise them that they may appear at the Final Approval and Fairness Hearing without first
20 submitting a written objection.

21 8.2 **Disputing Information.** Settlement Class Members may dispute the information
22 on which their Individual Settlement Payment are calculated by returning a written statement to the
23 Administrator postmarked by the Response Deadline, in the manner described in the Class Notice.
24 The Settlement Class Member must provide information, documents or other evidence supporting
25 their position.

26 Upon the timely receipt of a dispute, the Settlement Administrator will notify Defense
27 Counsel in writing (email constitutes a writing for this purpose) of the dispute. Defendant's
28 records will be presumed determinative, absent information, documents or other evidence to rebut

1 Defendant's records, but the Settlement Administrator will evaluate the information submitted by
2 the Class Member and make a decision, as to the validity of such evidence, and notify the Class
3 Member prior to the date set for the Final Approval and Fairness Hearing.

4 8.3 **Returned Notice Packet.** In the event that a Notice Packet is returned to the
5 Settlement Administrator with a forwarding address affixed to the front, the Administrator will re-
6 send the Notice Packet to the forwarding address affixed thereto. If a Notice Packet is returned
7 because of an incorrect mailing address, without a forwarding address affixed, the Administrator
8 will promptly, and not longer than three (3) days of receipt of the returned Notice Packet, search for
9 a more current address by way of skip-trace using the Settlement Class Members social security
10 number, and re-mail the Notice Packet to the Settlement Class Member if an updated address is
11 located. If the Class Member is currently employed by Defendant, the Administrator will inform
12 Defense Counsel who will endeavor to update the Settlement Class Member's mailing address. The
13 Administrator will work with Defendant to find the most current address. The Administrator will
14 be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court
15 orders, and fee, as agreed to with the Parties to trace the mailing address of any Settlement Class
16 Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These
17 reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing
18 address searches for all mail returned without a forwarding address; and promptly re-mailing to
19 Settlement Class Members for whom new addresses are found. If the Notice Packet is re-mailed,
20 the Administrator will note for its own records and notify to Counsel for the Parties of the date of
21 each such re-mailing as part of a weekly status report provided to the Parties.

22 8.4 **Opt-Out Requests.** The Class Notice will provide that Settlement Class Members
23 who wish to exclude themselves from the Settlement Class and Settlement must mail to the
24 Administrator a written request for exclusion postmarked by the Response Deadline (and pursuant
25 to the terms of the Response Deadline). The date of mailing on the envelope shall be deemed the
26 exclusive means for determining if a request for exclusion was timely received.

1 (i) To be valid, a request for exclusion must be timely and must comply with
2 the instructions detailed in the Class Notice, including providing (1) the name and address of the
3 Settlement Class Member requesting exclusion; (2) a statement expressing that the Settlement
4 Class Member elects to be excluded from the Settlement; and (3) a signature by the Settlement
5 Class Member. If a question is raised about the authenticity of a signed request for exclusion, the
6 Administrator will have the right to demand additional proof of the Settlement Class Member's
7 identity.

8 (ii) A Settlement Class Member who submits a valid and timely Opt-Out
9 request will not participate in or be bound by the Released Claims and the Judgment; however,
10 should this individual be a PAGA Member, they will receive a portion of the PAGA Payment
11 allocated to the PAGA Members, i.e., 25% of the \$5,000, and will be bound by the PAGA Release.
12 The Administrator will determine the individual PAGA Payment by comparing the number of Pay
13 Periods the PAGA Member was employed during the PAGA Period to the total number of Pay
14 Periods all PAGA Members were employed during the PAGA Period. In this instance, any Class
15 Member who is also a PAGA Member will only be bound by the PAGA Release.

16 (iii) A Settlement Class Member who does not complete and mail a timely
17 Opt-Out request in the manner and by the Response Deadline will automatically become a
18 Participating Settlement Class Member, will receive an Individual Settlement Payment, and be
19 bound by all terms and conditions of the Settlement, including the Released Claims if the
20 Settlement is approved by the Court, and by the Judgment, regardless of whether they have
21 objected to the Settlement.

22 (iv) Persons who submit an Opt-Out request shall not be permitted to file
23 objections to the Settlement or appear at the Final Approval and Fairness Hearing to voice any
24 objections to the Settlement because the Settlement no longer concerns them.

25 (v) All Settlement Class Members who do not submit a valid and timely
26 request for exclusion will receive an Individual Settlement Payment without the need to file a claim
27 form, and the terms of the Released Claims and Judgment will bind them.

1 8.5. **Report.** No later than ten (10) days after the deadline for submission of Opt-Out
2 requests, the Administrator will provide Class Counsel and Defendant's Counsel with a complete
3 and accurate count of Participating Settlement Class Members and the non-participating Settlement
4 Class Members.

5 8.6 **Objections to Settlement.** The Class Notice will provide instructions and the
6 manner for submitting written objections to the Settlement, and will indicate that only Participating
7 Settlement Class Members may object to the Settlement. If a Settlement Class Member returns
8 both a written objection and an Opt-Out request, the Administrator will immediately send a letter to
9 that Settlement Class Member seeking clarification, and giving that Class Member ten (10) days to
10 clarify his or her intent to remain in the Class or to not Participate as a Class Member. If no
11 response is received, the Opt Out request will be accepted, and the written objection will be
12 invalidated.

13 Written objections must be postmarked and returned to the Administrator no later than the
14 Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for
15 determining if the written objection was timely. Written objections must be signed by the
16 Settlement Class Member and should set forth: (1) the full name and address of the objecting
17 Settlement Class Member; (2) the grounds for each objection made; and (3) whether the Settlement
18 Class Member intends to appear at the Final Approval Hearing. Either or both of the Parties may
19 file a response to any objection before the Final Approval Hearing. Any attorney who will
20 represent an individual objecting to this Settlement who has not filed a written objection must file a
21 notice of appearance with the Court and serve Class Counsel and Defendant's Counsel with this
22 notice by the Response Deadline. Settlement Class Members may also appear at the Final Approval
23 Hearing to orally object, even if they have not submitted a written objection. Any Settlement Class
24 Member who fails to submit a timely written objection or to present an objection at the Final
25 Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from
26 making any objection to the Settlement whether by appeal or otherwise.

27 9. **FUNDING AND DISTRIBUTION**

9.1 **Funding of the Gross Settlement Amount and the Employer's Taxes.** The Settlement Administrator will calculate the Employer's Taxes and inform Defendant of the total amount the Employer's Taxes within three (3) days after the Effective Date. The Administrator shall also provide Defendant with its bank wire instructions to establish the Qualified Settlement Fund (QSF).

Within five (5) days of the Effective Date, Defendant shall transmit the Gross Settlement Amount of \$350,500.00 and the Employer's Taxes to the Settlement Administrator to pay: (1) the Class Counsel's Attorneys' Fees and Expenses, as approved by the Court; (2) the Service Payment, as approved by the Court; (3) the Administrative Expenses, as approved by the Court; (4) PAGA Payment of \$5,000.00 of which \$3,750 (75%), will be paid to the LWDA, and the remaining \$1,250 (25%) to be distributed to the PAGA Members; and (5) the remaining Net Settlement Amount to be distributed entirely to Participating Class Members on a proportionate basis. In no event shall Defendant be obligated to pay more than \$350,500.00 plus the Employer's Taxes in connection with this Settlement.

9.2 **Distribution of the Gross Settlement Amount.** Within 15 calendar days of the Effective Date, the Administrator will pay to Participating Settlement Class Members, their Individual Settlement Payments via first-class regular U.S. Mail; to Plaintiff, the Court-awarded Class Representative Service Payment; to Class Counsel, the Court-awarded Attorneys' Fees and Litigation Expenses Payment; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the Court-awarded Administration Fees and Expenses.

9.3 **Calculation of the Individual Settlement Amounts.** Participating Class Members will receive a pro-rated share of the NSA based on the total number of Work Weeks worked any time during the Class Period, in relation to the aggregate number of Work Weeks worked by all Participating Settlement Class Members, based on the following formula:

$$\text{Individual Settlement Payment} = \text{NSA (x)} \frac{\text{Individual's Number of Work Weeks}}{\text{Aggregate Work Weeks of all Participating Class Members}}$$

The estimated amount of the Settlement Class Member's Individual Settlement Payment will be calculated by the Administrator and inserted in the Settlement Class Member's

1 individualized Class Notice, together with their aggregate number of Work Weeks worked during
2 the Class Period, and the number of Pay Periods employed during the PAGA Period. If a
3 Settlement Class Member is also a PAGA Member, they would receive a proportionate share of
4 \$1,250 (25% of the amount allocated to PAGA). Defendant shall have no responsibility for
5 deciding the accuracy of the Individual Settlement Payments or any other payments made pursuant
6 to this Agreement. Furthermore, as the Administrator shall calculate the Employer's Taxes and
7 Required Withholdings, and reporting such amounts to the appropriate governmental authorities,
8 Defendant shall have no responsibility for the determination or payment of Employee's Taxes and
9 Required Withholdings. The Class Notice will inform Settlement Class Members that they will be
10 solely responsible for any and all tax obligation associated with their respective Individual
11 Settlement Payments.

12 9.4 **Time for Payment of Taxes and Required Withholding and Individual**
13 **Settlement Amounts.** The Settlement Administrator shall make every effort to pay the
14 Employee's Taxes and the Required Withholding associated with each Participating Settlement
15 Class Member's Individual Settlement Payment as required by law upon the mailing of the
16 Participating Settlement Class Member's Individual Settlement Payment checks. If the Settlement
17 Administrator is not able to do so within the time period set forth above, it shall so inform Class
18 Counsel and Defense Counsel and provide an approximate date by which Employee's Taxes and
19 Required Withholding shall be paid.

20 9.5 **Non-Cashed Settlement Checks.** Participating Settlement Class Member's shall
21 have one hundred eighty days (180) to cash their checks. The Administrator will mail a postcard to
22 every member of the Settlement Class who has not by the 30th day of mailing of those checks,
23 cashed or redeemed their checks to remind them to do so before the void date. Any funds associated
24 with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State
25 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et
26 seq., for the benefit of those Settlement Class Members whose checks were voided.

1 9.6 **Time for Payment of PAGA Payment to the LWDA.** The Settlement
2 Administrator shall distribute to the LWDA Payment approved by the Court no later than fifteen
3 (15) days after the Effective Date.

4 10. **NULLIFICATION OF THIS AGREEMENT**

5 10.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to
6 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
7 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is
8 reversed, modified or declared or rendered void, then the Settlement and conditional class
9 certification shall be considered null and void, and neither the Settlement, conditional class
10 certification, nor any of the related negotiations or proceedings shall be of any force or effect, and
11 all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement
12 has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties
13 may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. In
14 the event the Court awards less than the requested amounts for Administration Fees, Class
15 Counsel's Attorneys' Fees and Expenses, Service Payment, or the PAGA Payment, the difference
16 shall become part of the Net Settlement Amount.

17 10.2 **Parties' Right to Void Class Settlement.** If five percent (5%) or more of the
18 Settlement Class Members timely opt out of the Settlement, Defendant may, at its election, rescind
19 the Settlement and all actions taken in its furtherance of it will be thereby null and void. Defendant
20 must exercise this right of rescission, in writing, to Class Counsel, within twenty-one (21) calendar
21 days after the Administrator notifies the Parties of the total number of opt-outs. If the option to
22 rescind is exercised, then Defendant shall be solely responsible for all costs of the administration
23 accrued to that point.

24 Defendant also have the right to withdraw from the Settlement if the Court (1) does not
25 approve the material terms set forth in this Agreement after efforts to satisfy the Court's concerns
26 are made by the Parties, (2) does not conditionally certify the Settlement Class, (3) does not
27 conditionally certify a class releasing the Released Claims, or (4) does not grant final approval of
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1 the Settlement, or enter Judgment, Defendant shall have the right to withdraw from the Settlement,
2 and the Parties will be restored to their positions as of the date the Memorandum of Understanding
3 was fully executed, and Defendant shall be responsible for all costs of Administration accrued to
4 that point.

5 10.3 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate
6 the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
7 remaining provisions of the Settlement are to remain in full force and effect.

8 10.4 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
9 Settlement and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated to
10 fund the Gross Settlement Amount or take any other actions required by this Agreement until all
11 appeal rights have been exhausted by operation of law.

12 11. **MOTION FOR COURT APPROVAL**

13 11.1 **Preliminary Approval.** Class Counsel will submit this Agreement to the Court
14 along with a Motion for Order Granting Preliminary Approval of the Settlement. Each Party shall
15 cooperate to present the Settlement to the Court for preliminary approval in a timely fashion. Prior
16 to the filing of the Preliminary Approval Motion, Plaintiff's Counsel will provide the Preliminary
17 Approval Motion to Defendant for review and comment. As such, prior to the Final Approval and
18 Fairness Hearing, Defendant shall file a notice of non-opposition or notice of joinder in the
19 Preliminary Approval Motion.

20 11.2 **Final Approval.** Following the close of the Response Deadline, and upon a date set
21 by the Court as set forth in the Order Granting Preliminary Approval, Plaintiff shall move the Court
22 for the entry of the final order certifying the Class for settlement purposes only and approving the
23 Settlement as being fair, reasonable and adequate to the Participating Settlement Class Members
24 within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a
25 final judgment of the Action consistent with the terms of the Class Settlement and California Rule
26 of Court 3.769(h). To the extent required by the Court, the Judgment will be posted to the
27 Settlement Administrator's website. Class Counsel and Defense Counsel shall submit to the Court
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such pleadings and/or evidence as may be required for the Court's consideration in ruling on the motion.

12. **RELEASES AND WAIVERS**

12.1 **Release of Claims by Participating Class Members.** Upon the Effective Date, each Settlement Class Member who has not submitted a timely request to Opt-Out and Plaintiff will be bound by the Judgment entered and will release the Released Parties, and each of them, of and from any and all Released Claims for the Class Period. It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the Released Claims during the Class Period.

12.2 **Release by the LWDA, Plaintiff, and Aggrieved Employees**

Upon the date the Court grants preliminary approval of the Settlement, the LWDA, Plaintiff, and the PAGA Members shall be deemed to have released the Released Parties of any and all claims, and/or causes of action under PAGA which are based upon the factual allegations set forth in the Complaint and arising at any time during the PAGA Period.

13. **DUTIES OF THE PARTIES**

13.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Agreement.

13.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Class Settlement fully and to use their

1 best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral
2 attack.

3 14. **MISCELLANEOUS PROVISIONS**

4 14.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have
5 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
7 action, or right herein released and discharged except as set forth herein.

8 14.2 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be
9 an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other
10 Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
11 wrongdoing toward each other or any other person. Each of the Parties has entered into this
12 Agreement with the intention to avoid further disputes and litigation with the attendant
13 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by
14 Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action.
15 Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in
16 this Action, including but not limited to claims for unpaid wages under California and/or federal
17 law. Nothing herein shall constitute an admission by Defendant that the Action was properly
18 brought as a class or representative action other than for settlement purposes. To the contrary,
19 Defendant has denied and continues to deny each and every material factual allegation and all
20 Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement,
21 and all acts performed or documents executed pursuant to or in furtherance of this Agreement or
22 the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence
23 of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual
24 allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be
25 used as, an admission or evidence of any fault or omission on the part of Defendant in any civil,
26 criminal or administrative proceeding in any court, administrative agency or other tribunal.

1 14.3 **Media or Press.** Defendant, Defendant's Counsel, Plaintiff and Plaintiff's Counsel
2 agree to limit public comment on this settlement, the case, and the claims to stating that the matter
3 has been resolved to the satisfaction of both Parties. None of the above will initiate public
4 comment.

5 14.4 **Non-Retaliation.** Defendant understands and acknowledges that it has a legal
6 obligation not to retaliate against any Settlement Class Member who elects to participate in the
7 Settlement or elects to Opt-Out of the Class. Defendant will refer any inquiries regarding this
8 Settlement to the Administrator or to Class Counsel and will not discourage, directly or indirectly,
9 Class Members from opting out or objecting to the Settlement.

10 14.5 **Construction.** The Parties hereto agree that the terms and conditions of this
11 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
12 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
13 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
14 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
15 extended to the next business day.

16 14.6 **Governing Law.** This Agreement is intended to and shall be governed by the laws
17 of the State of California, without regard to conflict of law principles, in all respects, including
18 execution, interpretation, performance, and enforcement.

19 14.7 **Notices.** Except for the mailing of the Notice Packet to Settlement Class Members
20 by the Administrator, any and all notices or other communications required or permitted under this
21 Agreement shall be in writing and shall be sufficiently given if delivered in person to the Party or
22 their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery
23 addressed to the address of the Party appearing in this Agreement.

24 14.8 **Captions and Interpretations.** Section titles or captions contained herein are
25 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
26 describe the scope of this Agreement or any provision thereof.

1 14.9 **Modification.** This Agreement may not be changed, altered, or modified, except in
2 writing signed by the Parties and approved by the Court. This Agreement may not be discharged
3 except by performance in accordance with its terms or by a writing signed by the Parties.

4 14.10 **Integration Clause.** This Agreement contains the entire agreement between the
5 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether
7 oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No
8 rights under this Agreement may be waived except in writing as provided above.

9 14.11 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
10 benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-out)
11 and their respective present and former heirs, trustees, executors, administrators, representatives,
12 officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,
13 advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies,
14 subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

15 14.12 **Corporate Signatories.** Any person executing this Agreement or any such related
16 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
17 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
18 corporation or partnership to execute this Agreement or any such related document.

19 14.13 **Execution in Counterparts.** This Agreement shall become effective upon its
20 execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and
21 execution of counterparts shall have the same force and effect as if all Parties had signed the same
22 instrument.

23 14.14 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided
24 for herein, each Party shall bear their or its own attorneys' fees, costs and expenses, taxable or
25 otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
26 thereof from any other Party to this Agreement.

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4
5 [Signatures on Following Page]

6 March 17, 2022

CDF LABOR LAW LLP

7
8 By: 

9 David G. Hagopian, Counsel for Defendant
10 GE UNITED TECHNOLOGIES, LLC dba
GRASSDOOR

11 February __, 2022

By: _____

12 _____, on behalf of Defendant GE
UNITED TECHNOLOGIES, LLC dba
GRASSDOOR

13 February __, 2022

COHELAN KHOURY & SINGER

14
15 By: _____

16 Diana M. Khoury/Rosemary C. Khoury
Counsel for Plaintiff LUIS LOPEZ

17 February __, 2022

MESRIANI LAW GROUP

18
19 By: _____

Rodney Mesriani
Counsel for Plaintiff LUIS LOPEZ

20
21 March 22, 2022

By: 

22 Luis Lopez, Plaintiff

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

[Signatures on Following Page]

February __, 2022

CDF LABOR LAW LLP

By: _____
David G. Hagopian, Counsel for Defendant
GE UNITED TECHNOLOGIES, LLC dba
GRASSDOOR

~~February __, 2022~~ 3/17/2022

DocuSigned by:
Ezek Eln
By: _____
Zack --925C97586A2C4B5...
_____, on behalf of Defendant GE
UNITED TECHNOLOGIES, LLC dba
GRASSDOOR

February __, 2022

COHELAN KHOURY & SINGER

By: _____
Diana M. Khoury/Rosemary C. Khoury
Counsel for Plaintiff LUIS LOPEZ

MESRIANI LAW GROUP

February __, 2022

By: _____
Rodney Mesriani
Counsel for Plaintiff LUIS LOPEZ

February __, 2022

By: _____
Luis Lopez, Plaintiff

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4
5 [Signatures on Following Page]

6 February __, 2022

CDF LABOR LAW LLP

7
8 By: _____
9 David G. Hagopian, Counsel for Defendant
10 GE UNITED TECHNOLOGIES, LLC dba
GRASSDOOR

11 February __, 2022

12 By: _____
13 _____, on behalf of Defendant GE
14 UNITED TECHNOLOGIES, LLC dba
GRASSDOOR

15 March 18, 2022

16 ~~February __, 2022~~

COHELAN KHOURY & SINGER

17 By: Diana M. Khoury
18 Diana M. Khoury/Rosemary C. Khoury
19 Counsel for Plaintiff LUIS LOPEZ

20 March 18
21 ~~February __, 2022~~

MESRIANI LAW GROUP

22 By: _____
23 _____
24 Rodney Mesriani
25 Counsel for Plaintiff LUIS LOPEZ

26 February __, 2022

27 By: _____
28 Luis Lopez, Plaintiff

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
(“Notice”)

PLEASE READ THIS NOTICE CAREFULLY.

**YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION.
YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.
YOU ARE NOT BEING SUED**

I. WHY IT IS IMPORTANT TO READ THIS NOTICE?

This Notice was mailed to you because records indicate you were an hourly, non-exempt employee of GE United Technologies, LLC dba Grassdoor (“Grassdoor” and/or “Defendant”) in California some time during the Class Period (July 19, 2019 through July 13, 2021), (“**Class Member**”).

This Notice relates to a proposed settlement (“**Settlement**”) of a Class and representative action brought pursuant to the Private Attorney General Act (“PAGA”) against Defendant for alleged violations of the California Labor Code. If you are a Class Member as defined above, this Notice contains important information about your rights to participate the proposed Settlement, to request exclusion from the Settlement, or to object to the proposed Settlement, according to the procedures described below. If you do nothing, the estimated amount of your Individual Settlement Payment is shown on Page 4.

Pursuant to the Court’s Order Granting Preliminary Approval of Class Action Settlement entered on _____, 2022, this Notice was approved and directed to be mailed to you to let you know about the proposed Settlement, your rights to participate in and to receive your Individual Settlement Payment, without the need to return a claim form, to dispute the information on which your Individual Settlement Payment was calculated, to object to the Settlement, or to request exclusion from the Settlement (sometimes referred to as “opting out”), as more fully set forth below.

A proposed Settlement has been reached in the lawsuit titled *Luis Lopez, Plaintiff v. GE United Technologies, LLC dba Grassdoor, Defendant*, Superior Court of California, County of Los Angeles, Case No. 20STCV34691. (Plaintiff and Defendant are collectively referred to collectively as the “**Parties**”). The Settlement is on behalf of all Class Members. Class Members may also be PAGA Members if they worked at any time during the PAGA Period (September 11, 2019 through July 13, 2021).

The Court's Preliminary Approval Order conditionally approved 1) Plaintiff Luis Lopez (**"Plaintiff"**) to serve as the class representative, and 2) Cohelan Khoury & Singer and the Mesriani Law Group, to serve as Class Counsel. (Contact information for these attorneys are shown at the end of this Notice). The Court's Order set a Final Approval Hearing for _____, 2022 at __p.m., before the Honorable William F. Highberger in Department SS-10 of the Superior Court of California, County Los Angeles located at 312 North Spring Street, Los Angeles, California 90012. At this Hearing, the Court will determine whether the proposed Class and PAGA Settlement should be finally approved as fair, reasonable, and adequate, and will consider Class Counsel's request for attorneys' fees, and reimbursement of litigation expenses, Settlement administrative costs, and the Class Representative Service Payment. The Final Approval Hearing may be continued by the Court without further notice to the Class. However, if you returned a written objection to the Settlement, Class Counsel will notify you of any changes in the date or time of the Final Approval Hearing. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so at your own expense.

II. WHAT THIS LITIGATION IS ABOUT?

On September 11, 2020, Plaintiff Lopez initiated the class action entitled *Luis Lopez v. GE United Technologies, LLC dba Grassdoor*, in the Superior Court of California, County of Los Angeles, individually and on behalf of the Class. On September 20, 2020, Plaintiff filed an amended complaint which included an additional claim for penalties on behalf of all aggrieved employees ("PAGA Members") under the Private Attorney Generals Act ("PAGA"). The amended operative complaint alleges claims arising from violations of the following Labor Code provisions: failure to pay minimum, regular and overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to timely pay wages due upon separation of employment, unlawful deduction of tips, failure to maintain accurate records, violation of the Unfair Competition law, and PAGA Penalties based on the foregoing theories of liability ("Action").

Defendant has denied, and continues to deny, the allegations in the Action, and contends it has acted in compliance with the law at all times. There has been no finding of any wrongdoing by Defendant. Defendant does not admit to any wrongdoing or liability for claims alleged in the Action. Defendant also does not admit that the Action can or should proceed as a class action. There has been no trial in this case. Instead, the Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers

substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Class Members.

If the Court grants final approval of the Settlement, Class Members will receive the Individual Settlement Payments based on the on the number Pay Periods worked during the Class Period and the number of Pay Periods worked PAGA Period.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action for \$350,500.00 (**“Gross Settlement Amount”**). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to Participating Class Members; (b) the Class Counsel Attorneys' Fees not to exceed \$116,833.33; (c) reimbursement of costs incurred by Class Counsel, not to exceed \$15,000.00; (d) the Service Payment to Plaintiff/Class Representative for initiation and prosecution of the Action, risks undertaken for payment of costs, and the benefits conferred upon the Class not to exceed \$5,000.00; (e) Settlement Administration expenses to the Settlement Administrator up to \$13,000; and (f) the PAGA Payment of \$5,000.00 to be distributed pursuant to the PAGA: \$3,750.00 (75% of \$5,000) to the Labor and Workforce Development Agency for its share of civil penalties, and \$1,250.00 (25% of \$5,000) to be distributed to all PAGA Members (based on the number of Pay Periods each worked during the PAGA Period regardless of whether they choose to opt out of the Settlement.

The remaining balance (the **“Net Settlement Amount”**) estimated at **\$195,667.00** will be entirely distributed to Participating Class Members based on the number of Pay Periods each worked during the Class Period in relation to the number of Pay Periods worked by all Participating Class Members during the Class Period.

Defendant's records reflect that during the Class Period, you worked [REDACTED] Pay Periods during the Class Period, and [REDACTED] Pay Periods during the PAGA Period. Based on the Class Period information, if the Court should grant final approval of the Settlement, you will receive an Individual Settlement Payment estimated at \$ [REDACTED], less payroll taxes on that portion allocated as wages. The Individual Settlement Payment will be allocated 20% to wages for which an IRS W-2 Form will be issued, 30% to Interest and 50% to Penalties for which IRS 1099 Forms shall be issued. If you were employed during the PAGA Period, your PAGA Payment will be allocated 100% to penalties for which an IRS Form 1099 shall be issued. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

All Individual Settlement Payment checks shall remain negotiable for 180 days of issuance. To the extent that this Notice and/or the Individual Settlement Payment

checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days of issuance, the checks will be voided, and the amount of those checks will be sent to the California Controller's Unclaimed Property Division with the name of the Participating Class Member or PAGA Member for further handling on their behalf.

If you believe that the dates of employment, or the number of Pay Periods shown for you above are not correct, you may send a letter to the Settlement Administrator explaining why you believe the information is not correct, and provide information and documents supporting your belief. Your written dispute must be postmarked and returned to the Settlement Administrator at the address on or before _____, 2022 (45 days of initial mailing). The Settlement Administrator shall resolve the disagreement with the Class Member using Defendant's business records, and information and documents returned by the Class Member, in consultation with Class Counsel and Defense Counsel. Any dispute not otherwise resolved by the Settlement Administrator and Class Counsel and Defense Counsel shall be resolved by the Court. The date of the postmark on the envelope shall be the exclusive means used to determine whether a Class Participant has "timely" disputed the calculation of their Individual Settlement Payment.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — *Do Nothing: A Claim Form is NOT required to receive an Individual Settlement Payment.*

Participation in this Settlement **does not** require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not requested to be excluded from the Settlement, (as described in Option 2 below), your Individual Settlement Payment check will be mailed to you, at the address on file with the Settlement Administrator. (If the address to which this Notice was mailed is wrong, or you move after receiving this Notice, you must notify the Settlement Administrator of your new address. A Change of Address form and preprinted envelope are enclosed for your convenience.) By participation in this Settlement and receiving your Individual Settlement Payment, you will be bound by the Released Claims and all other terms of the Settlement unless you request exclusion from the Settlement, as described in Option 2 below. Defendant supports this Settlement, and will not fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to remain in the Class and to receive their Individual Settlement Payment.

Option 2 — *Opt Out of the Settlement: if you opt-out of the Settlement, you will NOT receive an Individual Settlement Payment but you will still receive a Settlement Payment based on the number of Pay Periods worked during the PAGA Period if you are a PAGA Member.*

If you do not wish to participate in the Settlement for whatever reason, you may exclude yourself from the Settlement by returning a written request to the Settlement Administrator that states in substance, the following:

“I have received and read the Notice of Class Action Settlement of the Action titled *Luis Lopez v. GE United Technologies, LLC dba Grassdoor*, Los Angeles County Superior Court Case No. 20STCV34691. I wish to opt out of the Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any portion of the Class Settlement funds approved by the Court in the Action.”

Your written request for exclusion from the Settlement, must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign and date the request for exclusion and return to the Settlement Administrator by First Class U.S. Mail (at the addresses shown at the end of this Notice) on or before _____, 2022.

If you return a request for exclusion that is not postmarked on or before _____, 2022, it will be rejected and you will be included in the Settlement Class, and you will be mailed your Individual Settlement Payment, and be bound by the Released Claims and all other terms of the Settlement. Although a Class Member may successfully request exclusion from the Settlement, if that Class Member worked at any time during the PAGA Period, he or she will still receive a share of the PAGA Payment and will release that claim because there is no mechanism to opt out of the PAGA Settlement.

Option 3 — *Submit an Objection and Remain a Member of the Settlement Class*

If a Class Member believes the Settlement should not be finally approved by the Court for any reason, that Class Member may object to the proposed Settlement, as long as that Class Member did not opt out of the Class. To object to the Settlement, you must remain a member of the Class.

To object to the Settlement, you may return a written objection to the Settlement Administrator by First Class Mail at the addresses shown at the bottom of this Notice. Written objections must include the Class Member's name, address, telephone

number, and last four digits of their Social Security number. The objection must also state with particularity the factual and legal basis on which any objection is asserted, and whether the Class Member intends to appear at the Final Approval Hearing.

The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak.

If the Court approves the Settlement despite a Class Member's objection, that Class Member will be bound by the terms of the Settlement, and will release the Released Claims and will receive an Individual Settlement Payment.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the Court's final approval of the Settlement, and except as to such rights or claims as may be created by the Settlement, Plaintiff, and Class Members who have not effectively opted-out of the Settlement will release all claims alleged in Action against GE United Technologies, LLC dba Grassdoor, and its officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives and former and present parents, subsidiaries, and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives arising during the Settlement Period, including all claims that were set forth, or could have been set forth based on the facts alleged in the Action, including failure to pay minimum, regular and overtime wages (Labor Code §§ 218.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and applicable wage orders); failure to provide meal and rest periods (Labor Code §§ 512, 226.7, and applicable wage orders); failure to reimburse business expenses (Labor Code §§ 2800, 2802, 2804, and applicable wage orders); failure to provide accurate itemized wage statements (Labor Code §§ 226, 226(a), (e), (g), (h))); failure to timely pay wages due upon separation of employment (Labor Code §§ 201-204, 218, 256); unlawful deduction of tips (Labor Code § 351), failure to maintain accurate records (Labor Code §§ 1174(d), 1174.5, 1175, 1198); violation of the Unfair Competition law (Business and Professions Code § 17200 et seq.); penalties pursuant to Labor Code §§ 210, 558, and 558.1; and PAGA Penalties pursuant to Labor Code § 2698 et seq. (collectively, “**Released Claims**”). The PAGA Release is for the PAGA penalties that are included in the Released Claims.

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) any decision at trial would be in favor of the Class; (b) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (c) any favorable

trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

VII. WHERE MAY I VIEW RELEVANT DOCUMENTS AND INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement or other Settlement documents by looking at the Court's file via the Register of Actions for the California Superior Court for the County of Los Angeles. (Enter Case No. 20STCV34691, <http://www.lacourt.org/casesummary/ui/index.aspx>). Once the Court grants final approval of the Settlement, you may also view the Final Approval Order and Judgment on the administrator's website, www._____.com

(To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.)

VIII. IMPORTANT INFORMATION

Change of Address. It is your responsibility to notify the Administrator of your correct mailing address if the address to which this Notice was mailed is not correct, or you move after receiving this Notice. A Change of Address Form and pre-printed return envelope are enclosed for your convenience. You may also return the Change of Address form by First Class Mail in the envelope provided.

Questions? If you have questions about the Settlement, you may contact any of the attorneys for Plaintiff and the Class or the Settlement Administrator. *Return all Change of Address Forms, Disputes, Objections, or Request for Exclusion on or before _____, 2022 to the Settlement Administrator at:*

Settlement Administrator:

Grassdoor Class Action Settlement Administrator
c/o Simpluris
P. O. Box _____
City, State, Zip
Telephone: () _____

Attorneys for Plaintiff and The Class:

Cohelan Khoury & Singer

Michael Singer / Diana M. Khoury
605 C Street, 2nd Floor
San Diego, California 92101
(619) 595-3001

Mesriani Law Group

Rodney Mesriani
510 Arizona Street
Santa Monica, California 90401
(310) 826-6300

**PLEASE DO NOT CALL OR CONTACT THE DEFENDANT, ITS
MANAGERS OR SUPERVISORS, OR ANY OF DEFENDANTS'
ATTORNEYS REGARDING THIS SETTLEMENT**

EXHIBIT B

Luis Lopez. v. GE United Technologies, LLC, dba Grassdoor.
Superior Court, County of Los Angeles, Spring Street
Case No. 20STCV34691

CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit, to the following:

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: _____ **[Required]**

I understand all future correspondence in this Action, including but not necessarily limited to important notices or settlement payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____, 2022

Signature **[Required]**

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST CLASS MAIL TO:**

Grassdoor Class Action Settlement Administrator
c/o Simpluris Settlement Administrators
P. O. Box ____
Irvine, California 9____

QUESTIONS? CALL TOLL FREE 1-800-_____

EXHIBIT C

1 **COHELAN KHOURY & SINGER**

Michael D. Singer (SBN 115301)

2 msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

3 dkhoury@ckslaw.com

Rosemary C. Khoury (SBN 331307)

4 rkhoury@ckslaw.com

605 C Street, Suite 200

5 San Diego, CA 92101

Phone: (619) 595-3001/Fax: (619) 595-3000

7 **MESRIANI LAW GROUP, APLC**

Rodney Mesriani (SBN 184875)

8 rodney@mesriani.com

510 Arizona Avenue

9 Santa Monica, CA 90401

Phone: (310) 921-7050/Fax: (310) 820-1258

11 Attorneys for Plaintiff Luis Lopez,

individually and on behalf of all similarly-situated and aggrieved employees

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

14 **COUNTY OF LOS ANGELES**

15 LUIS LOPEZ, individually and on behalf of)
all similarly-situated and aggrieved)
16 employees,)

18 Plaintiff,

20 vs.

21 GE UNITED TECHNOLOGIES, LLC, a)
22 Delaware Limited Liability Company d/b/a)
23 GRASSDOOR, and DOES 1 through 10,)
Inclusive,)

25 Defendants.

Case No. 20STCV34691

) ASSIGNED FOR ALL PURPOSES TO:

) The Honorable William F. Highberger

) Dept. SS 10

) **CLASS AND REPRESENTATIVE ACTION**

) **[PROPOSED]**

) **ORDER GRANTING PRELIMINARY**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: May 16, 2022

) Time: 10:00 a.m.

) Dept: SS 10

) Judge: William F. Highberger

) Filed: September 11, 2020

) Trial date: None set

1 This matter came on for hearing on May 16, 2022 in Department SS 10 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class Action
3 Settlement ("Motion").

4 The Court, having fully reviewed the Motion, the supporting memorandum of Points and
5 Authorities, Declarations of Class Counsel Diana M. Khoury and Rodney Mesriani, Declaration of
6 Plaintiff Luis Lopez, and Declaration of Michael Bui on behalf of Simplrui, Inc., filed in support
7 of the Motion, the Joint Stipulation of Settlement and Release of Class Action (hereinafter
8 "Settlement Agreement"), the proposed Notice of Class Action Settlement ("Class Notice")
9 attached as Exhibit "A" to the Settlement Agreement and Change of Address Form attached as
10 Exhibit "B" to the Settlement Agreement, and having carefully analyzed the Settlement Agreement
11 and its Exhibits, and in recognition of the Court's duty to make a preliminary determination as to
12 the reasonableness of any proposed class action settlement, and if preliminarily determined to be
13 reasonable, to ensure proper notice is provided to all Settlement Class Members in accordance with
14 due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement
15 as to the good faith, fairness, adequacy and reasonableness of any proposed Settlement, THE
16 COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

17 1. The Court conditionally finds that, for the purposes of approving this settlement
18 only, the proposed Class meets the requirements for certification under section 382 of the
19 California Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous that
20 joinder of all members of the class is impracticable; (b) there are questions of law or fact common
21 to the proposed Class, and there is a well-defined community of interest among members of the
22 proposed Class with respect to the subject matter of the class action; (c) the claims of the Class
23 Representative are typical of the claims of the members of the proposed Class; (d) the Class
24 Representative has and will fairly and adequately protect the interests of the members of the
25 Settlement Class; (e) a class action is superior to other available methods for an efficient
26 adjudication of this controversy in the context of settlement; and (f) the counsel of record for the
27 Class Representative are qualified to serve as counsel for him as well as his representative capacity
28 and for the Class.

1 2. The Court finds on a preliminary basis that the Settlement Agreement, attached to
2 the Declaration of Diana M. Khoury as Exhibit “1,” incorporated herein by this reference in full,
3 and made a part of this Order of preliminary approval, appears to be within the range of
4 reasonableness of a settlement which could ultimately be given final approval by this Court.

5 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
6 amount is fair and reasonable to the Settlement Class Members when balanced against the
7 probable outcome of further litigation relating to class certification, liability and damages issues
8 and potential appeals; (b) significant investigation, research, and informal discovery have been
9 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
10 respective positions; (c) settlement at this time will avoid substantial costs, delay and risks that
11 would be presented by the further prosecution of the litigation; and (d) the proposed Settlement has
12 been reached as the result of intensive, serious and non-collusive negotiations facilitated by an
13 experienced mediator at mediation and between the Parties.

14 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
15 Approval of Class Action Settlement is hereby GRANTED, and as a part of said preliminary
16 approval, the Court accepts and incorporates the Settlement Agreement and orders that the Class
17 be conditionally certified for settlement purposes only pursuant to the terms and conditions
18 contained in the Settlement Agreement.

19 5. For purposes of the settlement of the Lawsuit, the Settlement Class is defined as:
20 “all hourly, non-exempt individuals employed by GE United Technologies, LLC dba Grassdoor in
21 California during the period from July 19, 2019 through July 13, 2021”.

22 6. The Court further finds that the proposed Notice of Class Action Settlement (“Class
23 Notice”) fairly and adequately advises Settlement Class Members of a) the pendency of the Class
24 Action; b) the conditional certification of the Class for settlement purposes only; c) preliminary
25 Court approval of the proposed Settlement; d) the date of the Final Approval Hearing; e) the terms
26 of the proposed Settlement and the benefits available to Settlement Class Members thereunder; f)
27 their right to receive their proportionate share of the Net Settlement Amount without the need to
28 return a claim form; g) their right to request exclusion from the settlement and the procedures and

1 deadline for doing so; h) their right to object to the Settlement, and the procedure for doing so; and
2 i) their right to file documentation in support of or in opposition to, and to appear in connection
3 with, said hearing. The Court further finds that the Class Notice clearly comports with all
4 constitutional requirements, including those of due process. Accordingly, good cause appearing,
5 the Court hereby APPROVES the Class Notice.

6 7. The Court further finds that the mailing of the Class Notice, Change of Address
7 Form, and pre-printed return envelope, (collectively, the “Notice Packet”), to the last known
8 address of Settlement Class Members as specifically described within the Settlement Agreement,
9 with measures taken for verification of an address and skip tracing set forth therein constitutes an
10 effective method of notifying Settlement Class Members of their rights with respect to the class
11 action and Settlement. Accordingly, it is hereby ORDERED, that:

12 A. Simpluris, Inc., be appointed the Settlement Administrator to administer the
13 settlement of this matter as more specifically set forth in the Settlement Agreement.

14 B. The law firms Cohelan Khoury & Singer and Mesriani Law Group be appointed
15 Class Counsel.

16 C. Plaintiff Luis Lopez be appointed the Class Representative.

17 D. Within 21 calendar days of Preliminary Approval of the Settlement, Defendant shall
18 transmit to the Settlement Administrator in a readable, ready to use electronic excel format
19 spreadsheet, with a list containing, for each Settlement Class Member, (1) full name; (2) last
20 known mailing address; (3) telephone number(s); (4) Social Security Number; (5) dates of
21 employment; (6) number of Weeks Worked during the Class Period; and (7) number of Pay
22 Periods employed as a PAGA Member during the PAGA Period, (“Class List and Data”).

23 E. Within 14 business days of receipt of the Class List and Data, the Settlement
24 Administrator shall mail the Notice Packet to each Settlement Class Member. The Notice Packet
25 shall be mailed by first class, regular U.S. mail, using the most current mailing address information
26 available, with measures taken for updating an address as provided by the terms of the Settlement
27 Agreement.

28 ///

1 F. Within 45 calendar days from the initial date the Settlement Administrator first
2 mails the Notice Packet to Settlement Class Members (the “Response Deadline”), Settlement Class
3 Members who wish to exclude themselves from the Class must submit a written request for
4 exclusion in the manner set forth in the Class Notice and such request must be postmarked by the
5 Response Deadline. Settlement Class Members who receive a re-mailed Notice Packet shall have
6 their Response Deadline extended fifteen (15) calendar days from the original Response Deadline,
7 to submit a Request for Exclusion.

8 G. On or before the Response Deadline, Settlement Class Members who dispute the
9 number of Work Weeks must submit a written explanation to the Settlement Administrator
10 describing why the number of Work Weeks are incorrect, with any supporting information or
11 documents, as set forth in the Class Notice, postmarked by the Response Deadline. Settlement
12 Class Members who receive a re-mailed Notice Packet shall have their Response Deadline
13 extended fifteen (15) calendar days from the original Response Deadline, to postmark a dispute.

14 H. On or before the Response Deadline, Settlement Class Members who wish to
15 submit a written objection to the Settlement, must return to the Settlement Administrator, their
16 written objections which must include, (i) the objector’s full name, address and signature; (ii) the
17 grounds for each objection made, and (iii) whether the Settlement Class Member intends to appear
18 at the Final Approval Hearing, postmarked by the Response Deadline. Any attorney who will
19 represent an objecting Settlement Class Member who has not filed a written objection must file a
20 notice of appearance with the Court and serve Counsel for the Parties by the Response Deadline.
21 Class Members may attend the Final Approval Hearing without having to submit a written
22 objection to the Administrator by the Response Deadline.

23 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
24 the undersigned at ____ p.m. on _____, 2022, in Department SS 10 of the Superior Court for
25 the State of California, County of Los Angeles, located at the Spring Street Federal Courthouse,
26 312 N. Spring Street, Los Angeles, California 90012, to consider the fairness, adequacy and
27 reasonableness of the proposed Settlement preliminarily approved by this Order of Preliminary
28 Approval, and to consider the application for a Service Payment award to the Plaintiff/Class

1 Representative, for Settlement Administration expenses to Simpluris, Inc., and for Class Counsel's
2 attorneys' fees and litigation expenses incurred. All briefs and materials in support of an Order
3 Granting Final Approval, the Service Payment, Settlement Administration expenses, and Class
4 Counsel's attorneys' fees and litigation costs shall be filed with this Court on or before
5 _____, 2022.

6 9. IT IS FURTHER ORDERED that if for any reason the Court does not sign and file
7 an Order Granting Final Approval of Class Action Settlement, the Settlement Agreement shall be
8 treated as if it had not been entered, and the Parties shall be restored without prejudice to their
9 status quo ante rights, as specifically set forth in the Settlement Agreement.

10 10. All proceedings in this matter, except those contemplated by the Settlement
11 Agreement or this Order, are stayed.

12 11. The Court expressly reserves the right to adjourn or continue the Final Approval
13 Hearing from time to time without further notice to Settlement Class Members.

14 IT IS SO ORDERED.

15
16 Date: _____

The Honorable William F. Highberger

EXHIBIT D

COHELAN KHOURY & SINGER

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Attorneys for Plaintiff Luis Lopez,
individually and on behalf of all similarly-situated and aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LUIS LOPEZ, individually and on behalf of
all similarly-situated and aggrieved
employees,

Plaintiff,

vs.

GE UNITED TECHNOLOGIES, LLC, a
Delaware Limited Liability Company d/b/a
GRASSDOOR, and DOES 1 through 10,
Inclusive,

Defendants.

) Case No. 20STCV34691

)
) ASSIGNED FOR ALL PURPOSES TO:
) The Honorable William F. Highberger
) Dept. SS 10

) **CLASS AND REPRESENTATIVE ACTION**

) **[PROPOSED]**

) **ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

) Date: [date]
) Time: [time]
) Dept: SS 10
) Judge: William F. Highberger

) Filed: September 11, 2020
) Trial date: None set
)
)

1 This matter came on for hearing on _____, 2022 in Department SS10 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, and the
4 Court's Order Granting Preliminary Approval filed _____, and the Joint Stipulation of
5 Settlement and Release of Class Action filed _____, 2022, ("Settlement Agreement").

6 Having received and considered the Settlement Agreement, the supporting papers filed by
7 the Parties, and the evidence and argument received by the Court in conjunction with the Motion
8 for Preliminary Approval of Class Action Settlement, and the supporting papers, and evidence and
9 argument received by the Court in conjunction with the Motion for Order Granting Final Approval
10 of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement
13 filed _____, 2022, a Notice of Class Action Settlement, Change of Address form, and pre-
14 printed return envelope ("Notice Packet") was sent to each Settlement Class Member by first-class
15 United States mail. The Notice informed the Settlement Class of the terms of the Settlement, their
16 right to receive a Settlement Payment without any required action, their right to comment upon or
17 object to the Settlement, and their right to appear in person or by counsel at the final approval
18 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
19 provided for each of these procedures.

20 2. No member of the Settlement Class filed a request to be excluded from the
21 Settlement or a written objection to the proposed Settlement as part of this notice process or stated
22 an intention to appear at the final approval hearing.

23 3. The Court finds and determines this notice procedure afforded adequate protections
24 to the Settlement Class and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the responses of the Settlement Class. The Court
26 finds and determines that the notice provided in this case was the best notice practicable, which
27 satisfies the requirements of law and due process.

28 4. With respect to the Settlement Class and for purposes of approving this Settlement

1 only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
2 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
3 common to the Settlement Class, and there is a well-defined community of interest among
4 members of the Class with respect to the subject matter of the Action; (c) the claims of the Class
5 Representative are typical of the claims of the members of the Settlement Class; (d) the Class
6 Representative has fairly and adequately protected the interests of the members of the Settlement
7 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
8 controversy; and (f) the counsel of record for Plaintiff, the Class Representative, i.e., Class
9 Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative capacity
10 for the Settlement Class.

11 5. The Court confirms certification, for settlement purposes only, of the Settlement
12 Class: “all hourly, non-exempt individuals employed by GE United Technologies, LLC dba
13 Grassdoor in California during the period from July 19, 2019 through July 13, 2021”.

14 6. The Court finds and determines the terms set forth in the Joint Stipulation and
15 Release of Class Action (“Settlement Agreement”) are fair, reasonable, and adequate and, having
16 found that the Settlement was reached as a result of informed and non-collusive arms’-length
17 negotiations facilitated by a neutral and experienced mediator, directs the Parties to effectuate the
18 Settlement according to the terms set forth in the Settlement Agreement. The Court further finds
19 the Parties conducted extensive investigation, research, and informal discovery, and that their
20 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
21 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as
22 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
23 the monetary recovery and recognizes the significant value provided to the Settlement Class.

24 7. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that the
26 Settlement is ordered finally approved, and that all terms and provisions of the Settlement
27 Agreement should be and hereby are ordered to be consummated.

28 8. The Court finds and determines that the Settlement Payments to be paid to

1 Participating Settlement Class Members as provided for by the Settlement are fair and reasonable.
2 The Court hereby grants final approval to and orders the payment of those amounts be made to the
3 Participating Class Members in accordance with the Agreement.

4 9. The Court finds and determines that the fees and expenses in administering the
5 Settlement incurred by Simpluris, Inc., of up to \$13,000 are fair and reasonable. The Court hereby
6 grants final approval to and orders that the payment of that amount in accordance with the
7 Settlement Agreement.

8 10. The Court finds and determines the Class Representative Service Payment of
9 \$5,000 to Plaintiff Luis Lopez is fair and reasonable. The Court hereby orders the Administrator to
10 make this payment to the Plaintiff Luis Lopez, in accordance with the terms of the Settlement
11 Agreement.

12 11. The Court finds and determines the PAGA Payment of \$5,000 allocated for civil
13 penalties, of which \$3,750 (75%) will be paid to the California Labor and Workforce
14 Development Agency (“LWDA”) and \$1,250 will be distributed to PAGA Members is fair,
15 reasonable and appropriate. The Court hereby grants final approval to and orders that amount be
16 paid in accordance with the Settlement Agreement.

17 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
18 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees
19 of \$116,833.00 and litigation costs of \$15,000. The Court finds such amounts to be fair and
20 reasonable. The Court hereby orders the Administrator to make these payments in accordance with
21 the terms of the Settlement Agreement.

22 13. Without affecting the finality of this Order or the entry of judgment in any way, the
23 Court retains jurisdiction of all matters relating to the interpretation, administration,
24 implementation, effectuation, and enforcement of this Order and the Agreement.

25 14. Neither Defendant nor any related persons or entities shall have any further liability
26 for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as
27 provided for by the Settlement Agreement.

28 15. Nothing in this Order shall preclude any action to enforce the Parties’ obligations

1 under the Settlement Agreement or under this Order, including the requirement that Defendant
2 make payments to the Participating Class Members in accordance with the Settlement.

3 16. The Court hereby enters final judgment in accordance with the terms of the
4 Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

5 17. The Parties will bear their own costs and attorneys' fees except as otherwise
6 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

7 IT IS SO ORDERED.

8 Date:

9 _____
The Honorable William F. Highberger

EXHIBIT 2

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

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(† Also admitted in Illinois)

September 9, 2020

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency (LWDA)

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

GE United Technologies LLC
5500 E. Washington Blvd.
Los Angeles, CA 90040

Re: Notice pursuant to California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act ("PAGA"), sent by Luis Lopez on behalf of himself and all other non-exempt employees of GE United Technologies, LLC and/or Grassdoor in the State of California, as an individual and as a proposed Representative of the State of California

Dear PAGA Administrator and GE United Technologies, LLC and/or Grassdoor:

This letter shall serve as Luis Lopez's (hereafter "Claimant") Notice pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698, *et seq.* regarding his claims against GE United Technologies, LLC and/or Grassdoor (collectively "Employers"). Claimant submits this notice on behalf of himself and all current and former non-exempt employees of the Employers in California during the one year preceding the date of this notice who suffered one or more of the violations described herein (collectively referred to as "aggrieved employees").

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative action for PAGA *civil penalties* on behalf of himself and all other aggrieved employees. A copy of this notice is being sent to the Employers by certified mail at the address above. Claimant and other non-exempt employees were subject to the same policies and practices alleged herein which impermissibly denied aggrieved employees their rights pursuant to the California Labor Code and IWC Wage Order 9-2001 as set forth below.

FACTUAL STATEMENT

The Employers employ drivers to deliver cannabis products throughout Los Angeles and Orange County. Claimant Luis Lopez worked for the Employers as a non-exempt hourly delivery driver from approximately October 2019 through June 2020. At the beginning of each shift, Claimant would drive to a central Employer hub to pick up two tote bags containing an assortment of cannabis products. Claimant would then drive away from the central Employer hub, as he was directed by the Employers to do, and would wait to receive customers' orders through an application on his cell phone. The Employers began paying Claimant from the time

GE United Technologies, LLC

Re: Luis Lopez

September 9, 2020

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he received his first order through the phone application. Claimant was not paid for the time from when he arrived at the central Employer hub to when he received his first order. When Claimant received an order, Claimant would check whether he had the products ordered in his tote bags, and if he did, he would accept the order and go to a parking lot to pack up the customer's order. Then, Claimant would make the delivery to the customer. Any cash that Claimant collected during his deliveries was tracked through the phone application, and Claimant would turn in any cash customers gave him to the Employers at the end of each shift.

From October 2019 through approximately March of 2020, Claimant used his personal cell phone for the following work-related purposes: receiving product orders through the Employers' phone application; GPS navigation to customers' locations; calling and texting customers about their orders; and calling and texting managers, or "POCs," about Claimant's deliveries. Claimant was not reimbursed for his using his personal cell phone for work-related purposes.

From October 2019 until approximately February 2020, the Employers paid Claimant five dollars (\$5) per hour for mileage reimbursement. Five dollars (\$5) per hour was insufficient to cover Claimant's reasonable and necessary costs of using his personal vehicle to make deliveries. Deliveries were often far apart geographically which increased Claimant's driving costs, as this required Claimant to, for instance, purchase more gasoline.

And from October 2019 to approximately April 2020, the Employers deducted ten (10) percent of Claimant's earned tips. Claimant would earn tips from customers to whom he delivered orders. These tips would be tracked in the phone application Claimant used to receive orders. Claimant and other aggrieved employees then had the option to cash out their earned tips at their discretion. When Claimant and other aggrieved employees cashed out their tips, the Employers would deduct ten (10) percent of these tips as a fee.

Claimant typically worked an 8-hour shift, and was entitled to one 30-minute, duty-free meal break before the end of his fifth hour of work. Claimant would receive an alert in his phone application telling him when he was allowed to take his meal break. Claimant estimates that, on average, 3 of the 6 days per week that he worked he would not receive this alert, and thus would not take his meal break, before the end of his fifth hour of work.

Other aggrieved employees were subject to the same practices as Claimant, as described above.

At all relevant times at least one year prior to the date of this Notice, the Employers subjected Claimant and non-exempt employees to policies and practices which caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties individually and on behalf of other non-exempt employees ("aggrieved employees") based on the alleged violations of the California Labor Code and IWC Wage Order 9-2001, including civil penalties pursuant to Labor Code section 558(a), *excluding underpaid wages per ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175. The Employers' violations are set forth below.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 218, 510, 1194, 1197, 1197.1, 1198, and 1199(c) and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order)

Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code section 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 1199, which is a statute listed for which PAGA default civil penalties are recoverable pursuant to Labor Code sections 2699.5 and 2699(f)(2), provides that:

“Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

- (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
- (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
- (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.”

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1197.1 states: “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and

GE United Technologies, LLC

Re: Luis Lopez

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Page 4

any applicable penalties imposed pursuant to Section 203. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.”

Pursuant to the “Hours & Days of Work” Section of the applicable Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked and an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

The Employers violated Labor Code sections 218, 510, 1194, 1197, 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order by failing to pay Claimant and other aggrieved employees any wages from the time employees arrived at the central Employer hub at the start of their shifts to the time they received their first customer order. The Employers also failed to pay overtime wages in instances in which adding this uncompensated period to employees’ shift lengths would result in a shift length exceeding eight (8) hours.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES
(Labor Code §§ 2802 and 2804, and the “Tools and Equipment” section of
IWC Wage Order 9-2001)

Labor Code section 2802(a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Labor Code section 2802(c) states that “[f]or purposes of [2802], the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to attorney’s fees incurred by the employee enforcing the rights granted by [2802].”

Section 9(b) of the applicable IWC Wage Order states in pertinent part: “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.”

Labor Code section 2804 provides: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.”

The Employers failed to comply with Labor Code section 2802 and the applicable IWC Wage Order by failing to reimburse Claimant and other aggrieved employees for necessary business-related expenses incurred in direct consequence of the discharge of their duties, including for the use of personal cell phones and personal vehicles for work-related purposes.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512, and 1198, and the “Meal Period” Section of the applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes....”

Labor Code section 226.7(a) states that “no employer shall require any employee to work during any meal...period mandated by an applicable order of the Industrial Welfare Commission.”

Labor Code section 226.7(c) states: “If an employer fails to provide an employee a meal ...period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal...period is not provided.”

The Employers failed to provide Claimant and other aggrieved employees with legally compliant meal periods on eligible workdays. The Employers regularly failed to provide Claimant and other aggrieved employees with a duty-free and uninterrupted meal period before the end of the fifth hour of work as required under California law. Furthermore, the Employers failed to pay one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period was not timely provided in accordance with California law.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Order.

**FAILURE TO TIMELY PAY WAGES DUE DURING AND UPON
TERMINATION OF EMPLOYMENT**

(Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699)

Labor Code section 201 states: “If an Employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part: “If an Employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment.”

Labor Code section 204(a) states, in pertinent part: “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

The “Minimum Wages” Section of the applicable Wage Order further states that “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203.”

As detailed above, the Employers failed to pay Claimant and other aggrieved employees all wages that were due and owing to them including meal period premiums, and regular, minimum, and overtime wages within the required time during their employment and upon their separation of employment, in violation of the Labor Code and the applicable IWC Wage Order. As a result, the Employers violated the above sections of the Labor Code.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

UNLAWFUL DEDUCTION OF TIPS

(Labor Code § 351)

Labor Code Section 351 provides: “No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct

any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.”

As detailed above, the Employers unlawfully deducted ten (10) percent of Claimant’s and other aggrieved employees’ earned tips as a fee in violation of the Labor Code. Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226(a), 226.3, 1198, 2699, and the “Records” Section of the applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code section 226.3 imposes a civil penalty on the Employers of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney’s fees.

Due to the Employers’ failure to pay all wages due at all times during Claimant’s employment, including minimum, regular, and overtime wages, and meal period premiums, the Employers violated Labor Code section 226 by failing to provide accurate itemized wage statements to Claimant and other aggrieved employees. The wage statements issued by the

Employers fail to inform employees of the accurate number of hours worked and the accurate total wages due and earned.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code § 1174 and the “Records” Section of the applicable IWC Wage Order)

Labor Code section 1174(d) states: “Every person employing labor in this state shall: Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.”

Labor Code section 1174.5 states “Any person employing labor who willfully fails to maintain accurate and complete records required by subdivision (d) of Section 1174, shall be subject to a civil penalty of five hundred dollars.”

IWC Wage Order 9-2001, section 7(A)(5) requires employers to keep accurate information with respect to each employee regarding “[t]otal hours worked in the payroll period and applicable rates of pay.”

As detailed above, the Employers failed to maintain accurate records showing the accurate number of hours worked and accurate wages owed because the Employers failed to record and compensate for the time Claimant and other aggrieved employees spent waiting to receive their first customer order after leaving the central Employer hub. Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

**CIVIL PENALTIES FOR VIOLATION OF
THE LABOR CODE AND IWC WAGE ORDERS**

(Labor Code §§ 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any Employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or

hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the Employer for such violation.” Labor Code section 558.1 expressly defines “employer or other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent, or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, the Employers underpaid Claimant and other aggrieved employees by failing to provide them with compliant meal periods or compensation in lieu thereof and failing to pay them all regular, minimum, and overtime wages as required by the Labor Code and the applicable IWC Wage Order. As a result, the Employers are liable for *civil penalties* under Labor Code section 558.

Accordingly, Claimant will pursue civil penalty or other lawful remedies for himself and other current and former non-exempt employees, including recovery of attorney’s fees, costs, and civil penalties to the extent allowed by law. However, pursuant to the recent California Supreme Court decision in *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 252 Cal. Rptr. 3d 228, 448 P.3d 239, Claimant does not seek underpaid wages as part of any anticipated PAGA action.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the Applicable Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. The Employers violated this requirement by failing to accurately record the time employees spent waiting to receive their first order and by failing to record meal period premiums. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimant and all other aggrieved current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

The Employers failed to accurately record all hours worked by Claimant and other aggrieved employees and failed to record all accurate wages to be paid. Accordingly, Claimant will pursue all remedies on behalf of himself and other current and former employees, including recovery of attorney’s fees, costs, damages and penalties to the extent allowed by law.

GE United Technologies, LLC
Re: Luis Lopez
September 9, 2020
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CONCLUSION

Claimant requests the Labor and Workforce Development Agency ("LWDA") initiate enforcement for the violations described above. If the LWDA does not pursue enforcement, Claimant will pursue claims for civil penalties and will seek all remedies available for violations of the Labor Code and the applicable Industrial Welfare Commission Wage Orders, including all available penalties set forth in Labor Code section 2699(f).

Sincerely,
COHELAN KHOURY & SINGER



Rosemary C. Khoury, Esq.

cc:

Via Email only

Garrett V. Jensen, Esq.

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Amber Worden

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 9, 2020 2:48 PM
To: Amber Worden
Subject: [External] Thank you for submission of your PAGA Case.

9/9/2020

LWDA Case No. LWDA-CM-805595-20
Law Firm : Cohelan Khoury & Singer
Plaintiff Name : Luis Lopez
Employer: GE United Technologies LLC

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwICAw&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=1sYpYEGF76QN6w9hehxsqElpMNt5gOV6_IRPmxDj0Ew&m=2QpWHL3N_DEsHDmZnqCqWbRYDsYxyNz35162fkt6Vj8&s=IRqyE9QQAm4d6OVsrf1kS162f07yPpCRLAp13GTAibk&e=

EXHIBIT 3