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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

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

Plaintiffs,

vs.

HCL AMERICA, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV371353

[Hon. Sunil R. Kulkarni, Department 1]

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

Date: January 19, 2023
Time: 1:30 p.m.
Department: 1

Complaint Filed: October 7, 2020

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

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

7 2. On October 7, 2020, Plaintiff, Jordan McDonald, initiated this class and Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”) action. Plaintiff sues Defendant, HCL America, Inc.,
9 for alleged failures to furnish lawful wage statements and to timely pay wages at separation. The wage
10 statement claim alleges Defendant’s wage statements fail to accurately itemize and show the number of
11 total hours worked or the hourly rates paid for any hours worked; instead, wage statements show gross
12 wages earned, without any hourly rates or the corresponding number of hours worked at the rates. The
13 untimely payment claim alleges final wages were not paid promptly upon termination but delayed until
14 Defendant’s next regular pay date.

15 3. On October 15, 2020, the Court deemed the matter complex and stayed discovery. On
16 November 20, 2020, and numerous dates thereafter, Plaintiff and Defendant met and conferred about the
17 alleged claims and defenses. In light of the stay, the Parties proceeded with informal discovery. Plaintiff
18 provided Defendant with examples of the wage statements Plaintiff received, and Defendant provided
19 Plaintiff with information about various defenses, including those based on an arbitration agreement.
20 Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by
21 Defendant. The Parties continued to exchange information and documentation pursuant to informal
22 methods to assist the Parties in exploring the possibility of a mediated resolution. Defendant’s
23 willingness to exchange informal discovery—e.g., the relevant numbers of individuals and relevant
24 wage statements, among other things—enabled Plaintiff to evaluate the full scope of Defendant’s
25 potential liability. Ultimately, the Parties agreed to schedule a mediation.

26 4. On February 16, 2022, the Parties attended a mediation with Mike Young, an experienced
27 mediator knowledgeable of both the wage and hour laws and class and representative action claims at
28 issue in the Action. With the mediator’s assistance and based on a mediator’s proposal, the Parties were

1 able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement (the
2 “Agreement”), a true and correct copy of which is attached as **Exhibit 1**.

3 5. Ultimately, the Gross Settlement Amount of \$410,000 secures 24.17% of the potential
4 total recovery of approximately \$1,695,961.54. To wit, Plaintiff contended that wage statement claims
5 under Section 226(e) result in a \$50 penalty for the first non-compliant wage statement to each Class
6 Member and a \$100 penalty for each additional non-compliant wage statement to the Class Member, up
7 to a maximum of \$4,000 per class member.¹ Plaintiff also contended PAGA penalties under Section
8 2699(f) result in up to \$100 per violation. With respect to late payment claims, Plaintiff contended that
9 late paid wages resulted in Section 203 penalties of up to 30 days wages. The total recovery of
10 approximately \$1,695,961.54 includes approximately \$175,961.54 in waiting time penalties under
11 Section 203,² \$750,000.00 in Section 226(e) penalties,³ and \$770,000.00 in Section 2699(f) penalties
12 under PAGA.⁴

13 6. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiff
14 prevailed on the merits, Defendant contested the extent of liability. For example, with respect to wage
15 statement liability, Defendant contended that (i) liability under Section 226(e) would be subject to
16 additional defenses requiring proof of injuries resulting from knowing and intentional violations and (ii)
17 PAGA penalties in any event would be subject to discretionary reductions. Likewise, with respect to
18 untimely payment liability, Defendant contended that it would not be subject to Section 203 penalties,
19 based on a good faith defense.

20 7. While the Parties disagree on the application of the law to the facts, each Party
21 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
22 arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was
23 reasonable. It is expected that, on average, each Late Pay Class Member would be allocated at least
24

25 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

26 ² The amount was calculated based on 15 days of waiting time penalties for each of 61 former
employees, earning about \$24.04 per hour, for 8 hours per day.

27 ³ The amount was calculated based on \$50 for each of no more than 400 initial wage statements and
28 \$100 for each of 7,300 subsequent wage statements.

⁴ The amount was calculated based on \$100 for each of no more than 7,700 pay periods.

1 \$633.88 (*after* all requested payments from the Gross Settlement Amount). It also is expected that, on
2 average, each of more than 300 Wage Statement Class Members would be allocated at least \$20.09 per
3 relevant wage statement received (again *after* all requested payments from the Gross Settlement
4 Amount).⁵

5 8. Although I am confident that litigation of the claims would result in a classwide judgment
6 against Defendant, I recognize the inherent risks in litigation, including the specific risks that class
7 certification could be denied, liability could not be established at trial, or the applicable law could
8 change. I recognize that the settlement resulting from extensive arm's length negotiations between the
9 Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of
10 litigation, as well as the potential for appeals and the costs of pursuing litigation.

11 9. I am one of the primary attorneys on this matter. My qualifications are as follows: After
12 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
13 2004 with concentrations in Management and Human Resources, I continued studying labor and
14 employment issues by enrolling in post-graduate education at the School of Labor and Employment
15 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
16 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
17 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
18 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

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

26 ⁵ The amounts paid on average to each Class Member may increase, depending on how many Class
27 Members opt out of the class action settlement. The amount actually paid to any Late Pay Class Member
28 may increase or decrease depending on his or her number of relevant wage statements during the Late
Pay Class Period.

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

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

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

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

14. Along with the filing of the motion for preliminary approval of the settlement in this matter, my regular practice would be to direct my office staff to similarly upload a copy of the motion papers to the Labor and Workforce Development Agency (“LWDA”) in compliance with Section 2699(1)(2) and (4). Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to similarly upload a copy of the Court’s judgment, papers, or other orders awarding civil penalties under PAGA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of December 2022, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

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Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SANTA CLARA**

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

Plaintiffs,

vs.

HCL AMERICA, INC., a California corporation;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV371353

[Assigned for all purposes to Department 1,
 Hon. Sunil R. Kulkarni]

**JOINT STIPULATION OF CLASS ACTION
 SETTLEMENT**

Complaint Filed: October 7, 2020

Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff, Jordan McDonald, on the one hand, and Defendant, HCL America, Inc., on the other hand.

1. DEFINITIONS

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

1.1. Action. “Action” means the civil lawsuit originally entitled *Jordan McDonald v. HCL America, Inc.*, filed on or about October 7, 2020, in the Superior Court of the State of California for the County of Santa Clara, designated as Case No. 20CV371353.

1.2. Administrator. “Administrator” means the third-party administrator approved by the Court to administer the settlement. The Parties propose Phoenix Settlement Administrators.

1.3. Agreement. “Agreement” means this Joint Stipulation of Class Action Settlement.

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

1.5. Class Member. “Class Member” means any member of the Late Pay Class or Wage Statement Class.

1.5.1. Late Pay Class. “Late Pay Class” means all former non-exempt employees of Defendant in the State of California whose employment ended during the Late Pay Period. “Late Pay Period” means April 12, 2017, through April 30, 2022. As of February 16, 2022, the Late Pay Class was estimated to include not more than 61 members.

1.5.2. Wage Statement Class. “Wage Statement Class” means all current and former non-exempt employees of Defendant in the State of California at any time from April 12, 2019, through February 28, 2021. “Wage Statement Period” and “PAGA Period” mean April 12, 2019, through February 28, 2021. As of February 16, 2022, the Wage Statement Class was estimated to have been issued approximately fewer than 7,700 wage statements during the Wage Statement Period.

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

1 **1.5.4. Aggrieved Employee.** “Aggrieved Employee” means any Class Member
2 employed by Defendant in the State of California at any time since April 12, 2019.

3 **1.6. Class Notice.** “Class Notice” means the Notice of Class Action Settlement, substantially
4 in the form attached as Exhibit A.

5 **1.7. Court.** “Court” means the Superior Court of California for the County of Santa Clara.

6 **1.8. Defendant.** “Defendant” means HCL America, Inc.

7 **1.9. Defendant’s Counsel.** “Defendant’s Counsel” means E. Sean McLaughlin of Hill, Farrer
8 & Burrill LLP.

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

14 **1.11. Final Approval Order.** “Final Approval Order” means an order granting final approval
15 of a settlement pursuant to this Agreement and directing entry of judgment.

16 **1.12. Gross Settlement Amount.** “Gross Settlement Amount” means the maximum potential
17 settlement amount—inclusive of any Fees and Costs Award, Class Representative Award,
18 Administration Costs, LWDA Payment, and allocations for Individual Settlement Payments—that
19 Defendant may be required to pay in connection with a Final Approval Order.

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

26 **1.12.2. Fee and Costs Award.** “Fee and Costs Award” means a Court approved payment
27 from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and costs associated with the
28

litigation and resolution of the Action (excluding third-party Administration Costs which are separately addressed below).

1.12.3. Class Representative Award. “Class Representative Award” means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.

1.12.4. LWDA Payment. “LWDA Payment” means a Court approved payment to the Labor & Workforce Development Agency (“LWDA”) of 75% of the PAGA Penalty Fund.

1.12.5. PAGA Penalty Fund. “PAGA Penalty Fund” means the portion of the settlement allocated to PAGA penalties.

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

1.13.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s potential payment from the Net Settlement Amount for the class action settlement.

1.13.2. Individual PAGA Payment. “Individual PAGA Payment” means an Aggrieved Employee’s potential payment from the PAGA Penalty Fund for the PAGA settlement.

1.14. Net Class Settlement Amount. “Net Class Settlement Amount” means the remainder of the Gross Settlement Amount Court less approved deductions for the Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund.

1.15. Parties. “Parties” means Plaintiff and Defendant.

1.16. Plaintiff. “Plaintiff” means Jordan McDonald.

1.17. Preliminary Approval Order. “Preliminary Approval Order” means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.18. Released Party. “Released Party” means Defendant and any of its predecessors, successors, parent or subsidiary entities and any of their employees, officers, directors, managing agents, shareholders, members, attorneys and assigns.

1 **2. RECITALS**

2 **2.1. Initiation of Action.** On or about October 5, 2020, Plaintiff's Counsel gave written
3 notice to the LWDA of the Labor Code violations Defendant was alleged to have committed (the
4 "PAGA Letter"). On or about October 7, 2020, Plaintiff filed the original complaint initiating the
5 Action on behalf of current and former employees of Defendants in the State of California. The Action
6 pursued class action and representative action claims under the Labor Code Private Attorneys General
7 Act of 2004 ("PAGA") for Defendant's alleged failure to furnish lawful wage statements and failure to
8 timely pay wages at separation. On October 15, 2020, the Court deemed the matter complex and stayed
9 discovery.

10 **2.2. Class Counsel's Investigation.** On November 20, 2020, and numerous dates thereafter,
11 Plaintiff and Defendant met and conferred about the alleged claims and defenses. In light of the stay, the
12 Parties proceeded with informal discovery. Plaintiff provided Defendant with examples of the wage
13 statements Plaintiff received, and Defendant provided Plaintiff with information about various defenses,
14 including those based on an arbitration agreement. Class Counsel continued investigating the alleged
15 claims and also analyzed any defenses raised by Defendant.

16 **2.3. Mediation and Settlement.** On June 3 and July 8, 2021, the Court continued the stay to
17 permit the Parties to schedule and conduct a mediation. On February 16, 2022, the Parties attended a
18 mediation with Mike Young, an experienced mediator knowledgeable of both the wage and hour laws
19 and class and representative action claims at issue in the Action. With the mediator's assistance and
20 based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were
21 negotiated in light of all known facts and circumstances—including the uncertainty associated with
22 litigation, the risks of significant delay, and numerous potential appellate issues—and which was
23 reached after extensive arm's-length negotiations.

24 **2.4. No Admission of Liability.** Defendant denied and continues to deny all of the allegations
25 made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations
26 made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing
27 whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for
28 the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

1 **2.5. Class Counsel's Evaluation.** Based on Class Counsel's ongoing investigation and
2 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable,
3 adequate, and in the best interests of Class Members.

4 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
5 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
6 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
7 Preliminary Approval Order and then Final Approval Order.

8 **3. NOTICE TO CLASS MEMBERS**

9 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
10 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to Class
11 Members. The Parties agree that Administration Costs should not exceed \$10,000.

12 **3.2. Class Data for Administrator.** Within seven calendar days of the Preliminary Approval
13 Order, Defendant shall provide to the Administrator each Class Member's last known mailing address,
14 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
15 Agreement.

16 **3.3. Class Notice of Settlement.** The Administrator shall send Class Notice to Class
17 Members to provide notice of settlement within 14 calendar days of the Preliminary Approval Order,
18 pursuant to the procedures below. This shall be the sole means of notice to Class Members.

19 **3.4. Mailing of Notice.** The Administrator shall send Class Notice to each Class Member via
20 First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data
21 provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be sent
22 promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
23 provided, the Administrator shall promptly attempt to determine the correct address using a single skip-
24 trace search and shall then promptly send a single re-mailing.

25 26 **4. CLASS MEMBERS' RESPONSE OPTIONS**

27 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
28 postmark date of the initial mailing of Class Notice to respond to the Class Notice. Except as otherwise

provided, no Class Member responses that are postmarked more than 45 calendar days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to the settlement.

4.2. Objection Right and Effect. Settlement Class Members shall be given the opportunity to object to the terms of the settlement. Settlement Class Members may object to the settlement by mailing to the Administrator an objection within 45 calendar days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Either of the Parties may file a response to any written objection no later than five court days before the final approval hearing. Any Settlement Class Member who does not timely comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment.

4.3. Opt-Out Right and Effect. Class Members shall be given the opportunity to opt out of the class action settlement. Class Members may opt out of the class action settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the class action settlement. Any Request for Exclusion that does not timely comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection.

1 **4.4. Proof of Mailing and Class Members' Responses.** The Administrator shall provide
2 Class Counsel and Defendant's Counsel a declaration of due diligence and proof of mailing with regard
3 to mailing of Class Notice. As soon as practicable after the end of the response period, the Administrator
4 shall provide a declaration attesting to (by number of relevant individuals), its mailing of Class Notice,
5 its inability to deliver Class Notice due to invalid addresses, and its receipt of valid Requests for
6 Exclusion or objections. The Administrator shall provide a copy of any objection received to Class
7 Counsel and Defendant's Counsel upon receipt. The Administrator shall prepare any supplemental
8 declarations regarding the administration of the settlement, as necessary or as jointly requested by the
9 Parties or the Court.

10 **5. SETTLEMENT PROCEEDS**

11 **5.1. Gross Settlement Amount.** Defendant agrees to pay a non-reversionary Gross
12 Settlement Amount of \$410,000.00. The Gross Settlement Amount was negotiated based on the Parties'
13 understanding that Class Members were issued up to 7,700 wage statements during the Wage Statement
14 Period and that the Late Paid Class would consist of up to 61 Class Members. To the extent that either
15 the actual relevant number of wage statements exceeds 7,700 or the actual number of Late Paid Class
16 Members exceeds 61, the Gross Settlement Amount shall increase on a pro rata basis equal to the
17 greatest percentage increase.

18 **5.1.1. Attorneys' Fees and Costs.** Plaintiff intends to request—and Defendant agrees
19 not to oppose—that the Court approve a Fees and Costs Award in the amount of (a) 33 $\frac{1}{3}$ % of the Gross
20 Settlement Amount (or \$136,666.66) and (b) litigation costs.

21 **5.1.2. Class Representative Award.** Plaintiff intends to request—and Defendant agrees
22 not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class
23 Representative Award is supplemental to Plaintiff's Individual Settlement Payment.

24 **5.1.3. Administration Costs.** The Parties intend to request that the Court approve
25 Administration Costs of up to \$10,000. The Parties agree to cooperate in the settlement administration
26 process and to make all reasonable efforts to control and minimize Administration Costs.

27 **5.1.4. PAGA Penalty Fund and LWDA Payment.** The Parties intend to request that
28 the Court approve a PAGA Penalty Fund of \$40,000.00. The PAGA Penalty Fund shall be distributed

pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund is to be distributed to Aggrieved Employees on a pro rata basis, based on the number of relevant wage statements they received as reflected in Defendant's records.

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

5.2. Net Settlement Amount. After deducting the approved Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, 20% of the Net Settlement Amount shall be allocated to the Late Paid Class, and 80% of the Net Settlement Amount shall be allocated to the Wage Statement Class. Late Paid Class Members shall receive equal shares of the amount allocated to the Late Paid Class. Wage Statement Class Members shall receive pro rata shares of the amount allocated to the Wage Statement Class, based on the number of relevant wage statements they received as reflected in Defendant's records.

5.3. Funding and Distribution. Not more than seven calendar days after the Final Approval Order, Defendant shall deposit the Gross Settlement Amount with the Administrator. By seven calendar days after the Effective Date, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Class Counsel and Defendant's Counsel.

5.4. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Class Member.

5.5. No Tax Advice or Liability. The Administrator shall issue an IRS Form 1099 to Plaintiff for any Class Representative Award, to Class Counsel for any Fees and Costs Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs. The Parties have had an

1 opportunity to consult with independent tax counsel. As the Action did not allege or seek unpaid wages,
2 all payments to Class Members shall be classified for tax reporting purposes as penalties. The Parties are
3 not giving any tax advice in connection with the settlement or any payments to be made pursuant to the
4 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
5 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
6 upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally
7 responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall
8 indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest
9 arising as a result of the payments.

10 **6. RELEASES**

11 **6.1. Res Judicata.** Plaintiff agrees that the Released Parties can assert this Settlement
12 Agreement and the Final Order of Approval and Judgment as a defense to any future claims for penalties
13 brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any act or
14 omission alleged to have occurred before the date of entry of Judgment. The Parties intend this PAGA
15 settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel
16 effect and to otherwise bar a representative action to the fullest extent permissible under applicable law
17 if LWDA or any alleged aggrieved employee were to bring a subsequent claim on behalf of the LWDA
18 based on the same factual predicates as the Action for any act or omission alleged to have occurred
19 before the date of entry of Judgment.

20 **6.2. Releases by Settlement Class Members.** By operation of the entry of the Final Approval
21 Order and any judgment entered in connection with the Final Approval Order, and except as to such
22 rights or claims as may be created by this Agreement, all Settlement Class Members fully release
23 Defendant and each Released Party from any and all Labor Code section 226(a) claims arising during
24 the Wage Statement Period that were alleged in the Action or that reasonably could have been alleged
25 based on the facts alleged in the Action, and any and all Labor Code section 201-203 claims arising the
26 Class Period that were alleged in the Action or that reasonably could have been alleged based on the
27 facts alleged in the Action.
28

1 **6.3. Releases by Aggrieved Employees.** By operation of the entry of the Final Approval
2 Order, and except as to such rights or claims as may be created by this Agreement, all Aggrieved
3 Employees and the LWDA fully release Defendant and each Released Party from any and all claims for
4 civil penalties for violations of Labor Code sections 201-203 and 226(a) during the PAGA Period that
5 were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the
6 Action.

7 **6.4. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
8 as a Settlement Class Member and Aggrieved Employee, Plaintiff also generally releases all claims,
9 known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542.
10 Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against
11 each Released Party. Civil Code section 1542 states:

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

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

19 **7. COURT APPROVAL**

20 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
21 Order, which would, among other things: (i) preliminarily approve the proposed settlement according to
22 the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice
23 to be sent to Class Members as specified. Simultaneously with submitting the motion for Approval to
24 the Court, Plaintiff shall submit a copy of the Settlement to the LWDA as required by Labor Code §
25 2699(1)(2).

26 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
27 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
28 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms

1 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
2 provisions be carried out; (v) enter final judgment as specified; and (vi) retain jurisdiction to oversee
3 administration and enforcement of the terms of this Agreement and the Court's orders until the Effective
4 Date and entry of final judgment Within 10 calendar days of entry of the Final Approval Order, Plaintiff
5 will submit a copy to the LWDA as required by Labor Code § 2699(1)(3).

6 **7.3. Final Judgment.** Upon final approval of the Settlement by the Court, the Parties will
7 present for the Court's approval and entry a Proposed Final Approval Order and Judgment. To the
8 fullest extent permissible under applicable law, the Proposed Final Order and Judgment shall bar
9 Plaintiff, all Aggrieved Employees, and the State of California and its LWDA from filing or continuing
10 to prosecute any civil action asserting any of the Released Claims against the Released Parties. The
11 resulting judgment shall have claim preclusive effect, issue preclusive effect, estoppel effect and to
12 otherwise bar a representative action to the fullest extent permissible under applicable law.

13 **7.4. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
14 change in the terms of the Parties' settlement or fails to enter a Final Approval Order in accordance with
15 this Agreement, or such Final Approval Order is vacated, then subject to the Parties' agreement to the
16 contrary, this entire Agreement shall be void and unenforceable, the costs of administration shall be split
17 equally between the Parties, the Parties shall each be restored to their respective positions as of February
18 15, 2022 and the Action shall proceed as if no settlement has been attempted.

19 **8. MISCELLANEOUS**

20 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
21 with regard to the subject matter addressed, and all prior and contemporaneous negotiations and
22 understandings between the Parties shall be deemed merged into this Agreement. The signatories
23 represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the
24 Parties to all terms stated herein.

25 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in counterparts,
26 and when all signatories have signed and delivered at least one such counterpart, each counterpart shall
27 be deemed an original, and when taken together with other signed counterparts, shall constitute one
28 signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and

1 deliver this Agreement via DocuSign or by signing on the designated signature block and transmitting
2 that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall
3 be deemed an original signature and shall be binding upon the party who transmits the signature page.

4 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
5 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
6 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
7 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
8 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
9 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
10 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
11 notwithstanding such failure, shall have the right to insist upon the specific performance of any and all
12 of the provisions of this Agreement.

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

19 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
20 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to
21 render all provisions of this Agreement valid and enforceable.

22 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
23 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
24 upon the request of another, agrees to perform such further acts and to execute and deliver such other
25 documents as are reasonably necessary to carry out the provisions of this Agreement.

26 **8.3. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
27 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
28 Agreement and of the settlement contemplated until the Effective Date and entry of final judgment.

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

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

PLAINTIFF

Dated: June 24, 2022

DocuSigned by:

Jordan McDonald

6DEDA1D572C484...

COUNSEL FOR PLAINTIFF AND CLASS

Dated: June 27, 2022

Simon L. Yang

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

DEFENDANT

Dated: ^{December} ~~June~~ 06, 2022

L. R. Ram

Raghu R. Lakshamanan, EVP & General Counsel
HCL AMERICA, INC.

COUNSEL FOR DEFENDANT

Dated: June 28, 2022

E. Sean McLoughlin

E. Sean McLoughlin
HILL, FARRER & BURRILL LLP

EXHIBIT A

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

NOTICE OF CLASS ACTION SETTLEMENT

Jordan McDonald v. HCL America, Inc.,

Superior Court of the State of California for the County of Santa Clara Case No. 20CV371353

If you were a non-exempt employee for HCL America, Inc. in the State of California (i) at any time from April 12, 2019, through February 28, 2021 (the “Wage Statement Period”) or (ii) whose employment ended at any time from April 12, 2017, through April 30, 2022 (the “Late Pay Period”), you could receive a payment from a class action settlement (hereinafter, “Settlement”).

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

The Superior Court of the State of California for the County of Santa Clara (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiff, Jordan McDonald, against Defendant, HCL America, Inc., which has been designated Case No. 20CV371353 (the “Action”).

- The Action alleges Defendant failed to provide lawful wage statements and failed to timely pay wages upon separation. Specifically, the wage statement claim alleges Defendant’s wage statements show gross wages earned, without any hourly rates or the corresponding number of hours worked at the rates. The untimely payment claim alleges final wages were not paid promptly upon termination but delayed until Defendant’s next regular pay date. On these bases, the Action pursues class action and PAGA claims.
- Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide a cash fund for members of the Late Pay Class to split in equal shares and a cash fund for members of the Wage Statement Class to split based on the number of relevant wage statements that they received.
- Based on Defendant’s records, you received **XXX** relevant wage statements as a Wage Statement Class Member and **[are/are not]** a Late Pay Class Member. An *estimate* of the amount that could be allocated to you is **\$XXX**. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

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

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

NOTICE OF CLASS ACTION SETTLEMENT

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

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

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were employed by Defendant in the State of California (i) at some point from April 12, 2019, through February 28, 2021 (the “Wage Statement Period”) or (ii) ended employment at some point from April 12, 2017, through April 30, 2022 (the “Late Pay Period”). Class Members who were employed by Defendant in the State of California at any time since April 12, 2019, are also “Aggrieved Employees” and may be entitled to share in the funds to be made available for the PAGA settlement.

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

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

2. What Is the Action About?

On October 7, 2020, Plaintiff filed a complaint in Court that alleged Defendant fails to furnish lawful wage statements and to timely pay wages at separation. The wage statement claim alleges Defendant’s wage statements fail to accurately itemize and show the number of total hours worked or the hourly rates paid for any hours worked. Instead, Plaintiff alleges that wage statements show gross wages earned, without any hourly rates or the corresponding number of hours worked at the rates. The untimely payment claim alleges final wages were not paid promptly upon termination but delayed until Defendant’s next regular pay date.

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

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$410,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund will be allocated entirely to Aggrieved Employees as Individual PAGA Payments, based on the formula described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to Aggrieved Employees, respectively, without the need to submit a claim form.

After deducting any approved payments for an Attorneys' Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, the entire remainder would be allocated among Settlement Class Members. 20% of the "Net Settlement Amount" would be allocated to the Late Pay Class Members in equal shares; 80% of the Net Settlement Amount would be allocated to the Wage Statement Class Members based on the number of relevant wages statements they received. Allocations for amounts payable to Aggrieved Employees will also be allocated among Aggrieved Employees based on the number of relevant wages statements they received. As the Action did not allege or seek unpaid wages, all payments to Class Members shall be classified for tax reporting purposes as penalties.

Through this settlement, each Settlement Class Member and Aggrieved Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or Aggrieved Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$136,666.67) and (b) litigation costs of up to \$20,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$10,000.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its predecessors, successors, parent or subsidiary entities and any of their employees, officers, directors, managing agents, shareholders, members, attorneys and assigns (a "Released Party") from any and all Labor Code section 226(a) claims arising during the Wage Statement Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action, and any and all Labor Code section 201-203 claims arising the Class Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action. This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Upon approval, all Aggrieved Employees and the California Labor & Workforce Development Agency fully release Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code sections 201-203 and 226(a) during the PAGA Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

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

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

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Jordan McDonald v. HCL America, Inc.*, Case Number 20CV371353, (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified as Class Counsel (below) and (d) be filed or postmarked on or before [45 calendar days after the initial mailing of Notice].

In addition, you may also dispute the number of relevant wage statements listed on the first page of this Notice by mailing to the Administrator a “Wage Statement Dispute,” which must state “Wage Statement Dispute,” include your name, and indicate the number of wage statements you believe would be proper.

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

Hearings before the judge overseeing this case will be conducted remotely. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.) Class members who wish to appear should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll free conference call number for Department 1.

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

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

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a “Request for Exclusion,” which must state “Request for Exclusion” and include your name. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Notice].

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

7. Where Can I Get Additional Information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara’s Electronic Filing and Service Website at www.sccfiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Administrator.

NOTICE OF CLASS ACTION SETTLEMENT

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

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	POLARIS LAW GROUP William L. Marder (bill@polarislawgroup.com) 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214
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If the Court grants final approval, final judgment will be posted on the Administrator's website at xxx.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

NOTICE OF CLASS ACTION SETTLEMENT

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