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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

REVERIANO DIAZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

101 PHOENIX, INC., a California
corporation; and DOES 1 through 100,
inclusive,
Defendants.

Case No.: 20STCV36090

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Reveriano
Diaz); and [Proposed] Order filed concurrently
herewith]

Date: February 15, 2022
Time: 11:00 a.m.
Department: SSC-12

Complaint Filed: September 22, 2020
FAC Filed: January 11, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Reveriano Diaz. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
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1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm represented the plaintiffs in a wage-and-hour class action and
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and representative
12 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
14 and-hour class action and representative action against a property management company on behalf
15 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
16 granting final approval of the class and representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP 4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class action and representative action against a global provider of flexible office space
20 solutions. On February 15, 2018, the court entered an order granting final approval of the class
21 and representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC498401.

23 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-
24 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
25 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
26 County Superior Court Case Number is VCU264528.

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1 z) Our firm represented the plaintiffs in a wage-and-hour class and
2 representative action against a behavioral health service provider on behalf of non-exempt
3 employees. On November 13, 2018, the court granted final approval of the class and
4 representative action settlement. The Alameda County Superior Court Case Number is
5 RG16811450.

6 aa) Our firm, in association with co-counsel, represented the plaintiff in a
7 representative action under the Private Attorneys General Act, against a global provider of
8 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
9 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
10 Court Case Number is S-1500-CV-280215-SDC.

11 bb) Our firm represented the plaintiff in a wage-and-hour class action against a
12 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
13 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
14 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
15 JCCP 4886.

16 cc) Our firm, in association with other counsel, on behalf of the plaintiff and
17 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
18 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
19 notable decision from the California Supreme Court clarifying the law and finding, in part, that
20 employer arbitration agreements are unenforceable where they block a PAGA claim from
21 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

22 dd) Our firm represented the plaintiffs in a wage-and-hour class and
23 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
24 the court granted the plaintiffs' motion for class certification in part and certified a class. The
25 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
26 Coordination Proceeding Number is JCCP 4921.

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1 ee) Our firm represented the plaintiffs in a wage-and-hour class and
2 representative action against a national retailer of apparel and fashion accessories, on behalf of
3 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
4 certification in part and certified a class. The Sacramento County Superior Court Case Number is
5 34-2015-00175330-CU-OE-GDS.

6 ff) Our firm represented the plaintiff in a wage-and-hour class and
7 representative action against a medical equipment supplier on behalf of non-exempt employees.
8 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
9 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

10 gg) Our firm, in association with other counsel, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a large national drug testing
12 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
13 plaintiff's motion for class certification and certified a class. The San Diego County Superior
14 Court Case Number is 37-2018-00019611-CU-OE-CTL.

15 hh) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a national retailer of sportswear, footwear, and camping equipment
17 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
18 motion for class certification and certified a class. The Riverside County Superior Court Case
19 Number is RICJCCP4930.

20 ii) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a plastic packaging company on behalf of non-exempt employees.
22 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
23 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

24 jj) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class action against manufacturer and supplier of power products and services on behalf
26 of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
27 class certification and certified a class. The San Diego County Superior Court Case Number is
28 37-2015-00025968-CU-OE-CTL.

PRELIMINARY APPROVAL

8. Marked and attached hereto as “**EXHIBIT 1**” is the Stipulation and Settlement of Class Action and Private Attorneys General Act Representative Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff Reveriano Diaz (“Plaintiff”), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant 101 Phoenix, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit 1” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of December, 2021, the Class is estimated to consist of approximately ninety-six (96) individuals.

10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over a year, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an extensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour

1 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
2 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
3 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
4 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
5 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
6 certification and prevail at trial. After conducting investigations, formal and informal discovery,
7 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
8 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
9 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
10 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of Plaintiff's
11 Released Claims and Class Released Claims of Participating Class Members, against the Released
12 Parties.

13 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
14 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
15 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
16 informal discovery regarding the facts of the case, including and not limited to, the exchange,
17 review, and analysis of thousands of pages of documents and data obtained from Defendant and
18 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
19 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees. The
20 volume of data and documents that Class Counsel reviewed and analyzed included and was not
21 limited to: a detailed sampling of Class Members' time and pay data, among other information
22 and documents. Class Counsel interviewed Plaintiff and other Class Members to gather facts and
23 to identify potential witnesses. Counsel for the Parties also met and conferred on numerous
24 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
25 documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
26 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
27 among other tasks.
28

1 13. Counsel for the Parties have also invested time researching and investigating the
2 applicable law, which is constantly evolving as it relates to certification, representative PAGA
3 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
4 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
5 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

6 14. The Settlement provides for a Gross Settlement Amount of two hundred sixty-one
7 thousand one hundred eighty dollars and no cents (\$261,180.00). The Net Settlement Amount is
8 the Gross Settlement Amount less the following amounts subject to approval by the Court:
9 Attorneys' Fees and Costs to Class Counsel, Class Representative Enhancement Payment to
10 Plaintiff, Settlement Administration Costs to Settlement Administrator, and LWDA Payment to
11 the Labor and Workforce Development Agency ("LWDA"). Assuming that the amounts allocated
12 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
13 is currently estimated to be one hundred three thousand two hundred sixty-seven dollars and no
14 cents (\$103,267.00). The Gross Settlement Amount will be fully distributed in accordance with
15 the terms of the Settlement and there is no reversion to Defendant.

16 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
17 Administrator") to handle the notice and settlement administration. The Parties respectfully
18 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
19 Administrator. Defendant will provide Simpluris with a complete list of all Class Members that
20 Defendant will diligently and in good faith compile from its records, which will be formatted in a
21 readable Microsoft Office Excel spreadsheet and will include each Class Member's full name,
22 most recent mailing address, telephone number, Social Security number, dates of employment
23 (i.e., hire date and termination date, if applicable), and the total number of weeks during the period
24 from September 22, 2016 through October 1, 2021 ("Class Period") that a Class Member was
25 engaged in any productive work activity for which they were paid, not including leaves of absence
26 or paid time off, to be calculated by Defendant by reviewing available payroll and timekeeping
27 data ("Workweeks") (collectively, "Class List"), and Simpluris will calculate each Participating
28 Class Member's respective share of the Net Settlement Amount ("Individual Settlement

1 Payment”). Simpluris will also receive requests for exclusion from the Settlement, objections to
2 the Settlement, and disputes regarding Workweeks; provide necessary reports and declarations;
3 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
4 informational and other tax filings and documents; issue and transmit all payments provided for
5 by the Settlement, including and not limited to, mailing Individual Settlement Payment checks to
6 the Participating Class Members; and perform any other usual and customary duties for
7 administering a class action settlement. Settlement Administration Costs are currently estimated
8 not to exceed four thousand dollars and no cents (\$4,000.00) and will be paid out of the Gross
9 Settlement Amount, subject to approval of the Court.

10 16. Based on investigation and information discovered, Class Counsel believes that
11 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
12 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
13 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
14 rest periods and to pay associated premium pay, failed to timely pay wages during employment
15 and upon termination of employment, failed to provide compliant wage statements, failed to
16 maintain requisite payroll records, failed to reimburse necessary business expenses, and violated
17 California Business & Professions Code §§ 17200, et seq., and thereby engaged in unfair business
18 practices and conduct giving rise to penalties recoverable under the Private Attorneys General Act
19 of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members
20 were expected to perform similar job duties and were subject to the same or similar operations and
21 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's
22 recordkeeping practices with respect to Plaintiff and the Class Members were substantially the
23 same during the time period at issue. As a result, Plaintiff claims that the Class Members, were
24 uniformly not paid all of the compensation that was owed to them by Defendant since September
25 22, 2016. Thus, in Class Counsel’s view, it is clear that the outcome of this litigation would be
26 determined by Defendant's uniform operations and employment practices, policies, and
27 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
28 California during the Class Period.

1 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
2 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
3 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
4 delays inherent in such litigation, including those involved in class certification and/or
5 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
6 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
7 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
8 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
9 complex labor and employment matters.

10 18. Defendant, on the other hand, denied and continues to deny any liability and
11 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
12 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
13 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
14 have also had the opportunity to interview witnesses and review documents and information
15 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
16 operations and employment policies, practices, and procedures. The Parties also reviewed and
17 analyzed thousands of pages of documents and data, including but not limited to a detailed
18 sampling of Class Members' time and pay information, to determine the potential value and
19 strength of the claims. The available information enabled Class Counsel to estimate the potential
20 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
21 conducted adequate investigation and discovery to be sufficiently informed of the nature and
22 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
23 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
24 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
25 risks to both sides that would attend further litigation. The Settlement takes into account the
26 strengths and weaknesses of each side's position and the uncertainty of how the case might have
27 concluded at certification, trial, and/or appeals.
28

7 20. The Settlement Agreement provides for payment of up to seven thousand five
8 hundred dollars and no cents (\$7,500.00) to Plaintiff as a Class Representative Enhancement
9 Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff
10 spent considerable time and effort to produce relevant documents and past employment records
11 and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was
12 available whenever Class Counsel needed him and actively tried to obtain information that would
13 benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive a Class
14 Representative Enhancement Payment, in addition to his Individual Settlement Payment, for his
15 services on behalf of the Class.

21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

23 Executed on this 15th day of December 2021, at Glendale, California.

24 
25 Edwin Aiwanian

EXHIBIT 1

1 **STIPULATION AND SETTLEMENT OF CLASS ACTION AND PRIVATE ATTORNEYS**

2 **GENERAL ACT REPRESENTATIVE CLAIMS**

3 This Stipulation and Settlement of Class Action and Private Attorneys General Act
4 Representative Claims ("Settlement," "Settlement Agreement" or "Agreement") is made and
5 entered into by and between Plaintiff Reveriano Diaz ("Plaintiff" or "Class Representative"), as an
6 individual and on behalf of the Class as defined below, on the one hand, and Defendant 101
7 Phoenix, Inc. ("Defendant"), on the other hand (collectively, the "Parties" and individually, a
8 "Party"), to resolve the Action, pursuant to the terms and conditions set forth below.

9 **I. DEFINITIONS.**

10 The following definitions are applicable to this Settlement Agreement. Definitions
11 contained elsewhere in this Settlement Agreement will also be effective:

12 **A. "Action."**

13 The wage and hour class action lawsuit entitled *Reveriano Diaz v. 101 Phoenix,*
14 *Inc.*, Los Angeles County Superior Court Case No. 20STCV36090.

15 **B. "Attorneys' Fees and Costs."**

16 The attorneys' fees agreed upon by the Parties and approved by the Court for Class
17 Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class
18 Counsel in the Action, including, but not limited to, costs associated with documenting the
19 Settlement, providing any notices required as part of the Settlement or Court Order, securing the
20 Court's approval of the Settlement and entry of Judgment, administering the Settlement, and any
21 expert expenses. Class Counsel will request attorneys' fees not to exceed thirty-five percent
22 (35%) of the Gross Settlement Amount, or \$91,413.00. The costs requested to be reimbursed will
23 not exceed \$25,000.00. The attorneys' fees and costs awarded are subject to the Court's approval.
24 Defendant has agreed not to oppose Class Counsel's request for attorneys' fees and reimbursement
25 of costs and expenses as set forth above. Such Attorneys' Fees and Costs shall be paid from the
26 Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys'
27 Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all
28 applicable taxes on the payment made pursuant to this Section.

1 **C. "Settlement Administrator"**

2 Simpluris, Inc., shall be the third-party class action settlement administrator as
3 agreed to by the Parties and approved by the Court for the purposes of administering this
4 Settlement. The Parties each represent that they do not have any financial interest in the
5 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
6 could create a conflict of interest.

7 **D. "Settlement Administration Costs."**

8 The costs payable from the Gross Settlement Amount to the Settlement
9 Administrator for administering this Settlement, including, but not limited to, printing,
10 distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
11 Member, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports
12 and declarations as requested by the Parties, and other duties and responsibilities set forth herein
13 to process this Settlement Agreement. The Settlement Administration Costs will be paid from the
14 Gross Settlement Amount, including, if necessary, any such costs in excess of the amount
15 represented by the Settlement Administrator as being the maximum costs necessary to administer
16 the Settlement. The Settlement Administration Costs are currently anticipated to be no greater
17 than \$4,000.00. To the extent actual Settlement Administration Costs are greater than \$4,000.00,
18 such excess amount will be deducted from the Gross Settlement Amount, subject to the Court's
19 approval.

20 **E. "Class Counsel."**

21 Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice PC
22 shall be appointed Class Counsel upon approval by the Court.

23 **F. "Class List."**

24 A complete list of all Class Members (as that term is defined below) that Defendant
25 will diligently and in good faith compile from their records and provide to the Settlement
26 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
27 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
28 each Class Member's full name, most recent mailing address, telephone number, Social Security

1 number, dates of employment (*i.e.*, hire date and termination date, if applicable), the total number
2 of Workweeks worked for each Class Member during the Class Period, except that the Settlement
3 Administrator shall use the beginning payroll period nearest to on or after September 22, 2016,
4 and any other relevant information needed to calculate settlement payments.

5 **G. "Class Member(s)" or "Class."**

6 All current and former non-exempt hourly employees who were employed by
7 Defendant 101 Phoenix, Inc. in the State of California at any time during the Class Period as
8 defined below. Defendant represents that for the period September 22, 2016 to July 20, 2021,
9 there are approximately 96 Class Members.

10 **H. "Class Period."**

11 The period from September 22, 2016 through October 1, 2021.

12 **I. "Class Representative Enhancement Payment."**

13 In consideration of Plaintiff's obligations under the Settlement and in recognition
14 of his effort and work in prosecuting the Action, subject to the Court granting Final Approval of
15 this Settlement Agreement, Plaintiff will receive a Class Representative Enhancement Payment of
16 up to \$7,500.00. Plaintiff will be issued an IRS Form 1099 in connection with his Class
17 Representative Enhancement Payment. Plaintiff shall be solely and legally responsible for paying
18 any and all applicable taxes on this payment and shall hold Defendant harmless from any claim or
19 liability for taxes, penalties or interest arising as a result of the payment. The Class Representative
20 Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to
21 Plaintiff's Individual Settlement Payment (as that term is defined below) paid pursuant to the
22 Settlement. Defendant has agreed not to oppose Plaintiff's request for a Class Representative
23 Enhancement Payment as set forth above. Defendant makes no representations as to the tax
24 treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any
25 statement or representation by Defendant or its counsel in this regard.

26 **J. "Complaints."**

27 Plaintiff commenced the Action by filing a Class Action Complaint for Damages on
28 September 22, 2020 (the "Original Complaint"). Plaintiff notified the LWDA of his PAGA claim by

1 submitting a letter to LWDA for the purpose of complying with Labor Code Section 2699 *et seq.* (and any
2 amendments thereto). Upon the expiration of the 65-day exhaustion period, on January 11, 2021, Plaintiff
3 filed a first amended complaint, entitled Class Action Complaint for Damages & Enforcement Under the
4 Private Attorney General Action, California Labor Code § 2698, Et Seq., adding the PAGA claim (“First
5 Amended Complaint”). Together, the Original Complaint and the First Amended Complaint are referred
6 to herein as the “Complaints”.

7 **K. “Court.”**

8 Superior Court of the State of California for the County of Los Angeles.

9 **L. “Gross Settlement Amount.”**

10 The amount of Two Hundred Sixty One Thousand One Hundred Eighty Dollars
11 (\$261,180.00), to be paid by Defendant in full resolution of Plaintiff’s Released Claims, Class
12 Released Claims, and the Action, which includes all Individual Settlement Payments to
13 Participating Class Members, the Class Representative Enhancement Payment to Plaintiff,
14 Settlement Administration Costs to the Settlement Administrator, the LWDA Payment to the
15 LWDA, and the Attorneys’ Fees and Costs to Class Counsel. The Settlement is based upon the
16 Parties’ understanding that there are approximately 6,527 Workweeks for the Class from
17 September 22, 2016 through July 20, 2021. If the actual number of Workweeks increase by more
18 than ten percent (10%) by October 1, 2021, (i.e., 7,180), then the Gross Settlement Amount will be
19 proportionally increased by the percentage of Workweeks above 7,180. Defendant will be
20 responsible for any employer payroll taxes required by law, separate and in addition to the Gross
21 Settlement Amount, including the employer FICA, FUTA, and SDI contributions on the wage
22 portion of the Individual Settlement Payments.

23 **M. “Effective Date.”**

24 The date on which the Final Approval Order and Judgment (as that term is defined
25 below) becomes final. For purposes of this Section, the Final Approval Order and Judgment
26 “becomes final” upon the latter of: (i) if no objection is made to the Settlement and no Class
27 Member has intervened into the Action, the date of entry of the Final Approval Order and
28 Judgment; (ii) if a Class Member has objected to the Settlement and intervened into the Action,

1 the expiration of the time for the filing or noticing of any appeal from, or other challenge to, the
2 Final Approval Order and Judgment (this time period shall not be less than 60 calendar days after
3 entry of the Final Approval Order and Judgment); (iii) if a Class Member has object to the
4 Settlement, intervene into the Action, and taken an appeal from the Final Approval Order and
5 Judgment, the date of affirmance of an appeal of the Final Approval and Judgment becomes final
6 under the California Rules of Court, the date of final dismissal of any appeal from the Final
7 Approval Order and Judgment, or the final dismissal of any proceeding on review of any court of
8 appeal decision relating to the Final Approval Order and Judgment.

9 **N. "Final Approval."**

10 The Court entering an order granting final approval of the Settlement Agreement
11 and a final judgment based thereon.

12 **O. "Final Approval Order and Judgment"**

13 The order granting final approval of the Settlement Agreement and judgment based
14 thereon.

15 **P. "Workweek(s)."**

16 Any week during the Class Period that a Class Member was engaged in any
17 productive work activity for which they were paid, not including leaves of absence or paid time
18 off, to be calculated by Defendant by reviewing available payroll and timekeeping data.

19 **Q. "Individual Settlement Payment."**

20 Each Participating Class Member's respective share of the Net Settlement Amount.

21 **R. "LWDA Notice."**

22 The Parties agree that Class Counsel will submit a copy of this Settlement
23 Agreement to the California Labor and Workforce Development Agency ("LWDA") at the same
24 time that it is submitted to the Court and Class Counsel will thereafter submit a copy of any
25 judgment or any other order (*e.g.*, the Final Approval Order and Judgment) providing for an award
26 of civil penalties, in conformity with Labor Code Section 2699(l).

27 **S. "LWDA Payment."**

28 The amount that the Parties have agreed to pay to the LWDA in connection with the

1 claims asserted under the California Private Attorneys General Act of 2004 ("PAGA"), which is
2 \$30,000.00 constituting seventy-five percent (75%) of the PAGA Settlement Amount.

3 **T. "Net Settlement Amount."**

4 The portion of the Gross Settlement Amount remaining after deduction of the
5 approved Class Representative Enhancement Payment, Settlement Administration Costs, LWDA
6 Payment, and the Attorneys' Fees and Costs, which shall be fully distributed to Participating Class
7 Members without any reversion to Defendant.

8 **U. "Class Notice."**

9 The Notice of Class Action Settlement, substantially in the form attached as
10 **Exhibit 1** that will be mailed to Class Members' last known addresses and which will provide
11 Class Members with information regarding the Action and information regarding the settlement of
12 the Action.

13 **V. "Notice of Objection" or "Objection"**

14 A Class Member's written objection to the Settlement, which must be submitted in
15 accordance with Section IX., ¶ 16.

16 **W. "PAGA Settlement Amount"**

17 The amount that the Parties have agreed is allocated to civil penalties under the California
18 Private Attorneys General Act of 2004 ("PAGA"), which is \$40,000.00, of which seventy-five percent
19 (75%), or \$30,000.00, is to be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent
20 (25%), or \$10,000.00, is to remain a part of the Net Settlement Amount and distributed to Participating
21 Class Members.

22 **X. "Participating Class Members."**

23 Class Members who do not submit a timely and valid Request for Exclusion.

24 **Y. "Plaintiff."**

25 Plaintiff Reveriano Diaz.

26 **Z. "Plaintiff's Released Claims."**

27 All claims, known and unknown, under federal, state and/or local law, statute,
28 ordinance, regulation, common law, or other source of law, including but not limited to claims

1 arising from or related to his employment with Defendant and his compensation while employee
2 of Defendant. Plaintiff's Released Claims include, but are not limited to, all claims arising from
3 or related to the Action. Plaintiff's Released Claims include all claims for claims for unpaid
4 wages, unpaid overtime wages, failure to pay wages twice monthly, failure to pay all wages earned
5 every pay period, failure to provide meal or failure to authorize and permit rest periods, unpaid
6 premiums for missed meal or rest periods, untimely payment of wages, inaccurate wage
7 statements, record keeping violations, failure to pay all wages owed upon termination, unfair
8 competition, PAGA claims; penalties, including, but not limited to, recordkeeping penalties, wage
9 statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and
10 costs. Plaintiff's Released Claims include all claims arising under the California Labor Code
11 (including, but not limited to, Sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3,
12 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et*
13 *seq.*, 2699 *et seq.*, 2699.3, 2800, and 2802); all claims arising under: the Wage Orders of the
14 California Industrial Welfare Commission; the California Private Attorneys General Act of 2004;
15 California Business and Professions Code Section 17200, *et seq.*; the California Civil Code, to
16 include but not limited to, Sections 3287, 3336 and 3294; California Code of Civil Procedure §
17 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal
18 common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*
19 ("ERISA"). Plaintiff's Released Claims also include all claims for lost wages and benefits,
20 emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under
21 federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination,
22 such as, by way of example only, (as amended) 42 U.S.C. Section 1981, Title VII of the Civil
23 Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment
24 Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This
25 release excludes the release of claims not permitted by law.

26 **AA. "Preliminary Approval."**

27 The Court's order granting preliminary approval of the Settlement Agreement.
28

1 **BB. “Qualified Settlement Account.”**

2 The fund established by the Settlement Administrator pursuant to Internal Revenue
3 Code Section 1.468B-1.

4 **CC. “Class Released Claims.”**

5 All claims asserted in the Action, arising from or related to the facts and claims
6 alleged in the Action, or that could have been raised in the Action based on the facts and claims
7 alleged, as amended. The Class Released Claims include all claims for unpaid wages, including,
8 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
9 compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-
10 period premiums, including failure to pay premiums at the regular rate of compensation;
11 reimbursement for all necessary business expenses; payment for all hours worked, including off-
12 the-clock work; wage statements; deductions; failure to keep accurate records; unfair business
13 practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping
14 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties;
15 attorneys’ fees and costs; all claims related to the Class Released Claims which are asserted in the
16 Complaints or which could have been asserted based on the factual allegations pled in the
17 Complaints arising under: the California Labor Code (including, but not limited to, Sections 90.5,
18 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,
19 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*, 2699.3, 2800, and 2802); Wage
20 Orders 4-2001, 5-2001, and 7-2001 of the California Industrial Welfare Commission; the
21 California Private Attorneys General Act of 2004; the California Business and Professions Code
22 Section 17200, *et seq.*; the FLSA, 29 U.S.C. § 201 *et seq.*; and federal common law. This release
23 excludes the release of claims not permitted by law.

24 **DD. “Released Parties.”**

25 Defendant, and each of its past, present and future agents, employees, servants,
26 officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,
27 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
28 divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint

1 venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-
2 employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of
3 their respective past, present and future employees, directors, officers, agents, attorneys,
4 stockholders, fiduciaries, parents, subsidiaries, and assigns.

5 **EE. "Request for Exclusion."**

6 A letter submitted by a Class Member indicating a request to be excluded from the
7 Settlement, in accordance with Section IX., ¶ 15 below.

8 **FF. "Response Deadline."**

9 The deadline by which Class Members must postmark Requests for Exclusion,
10 Notices of Objection, or Workweek amount disputes, which must be submitted to the Settlement
11 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
12 mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday
13 or Federal holiday, in which case the Response Deadline will be extended to the next day on
14 which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion,
15 Notices of Objection, or Workweek amount disputes will be extended fifteen (15) calendar days
16 for any Class Member who is re-mailed a Class Notice by the Settlement Administrator, unless the
17 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
18 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may
19 also be extended by express agreement between Class Counsel and Defendant. Under no
20 circumstances, however, will the Settlement Administrator have the authority to unilaterally
21 extend the deadline for Class Members to submit a Request for Exclusion, Notice of Objection, or
22 Workweek amount dispute.

23 **II. FUNDING OF THE GROSS SETTLEMENT AMOUNT.**

24 1. Within ten (10) calendar days from the Effective Date of the Settlement, Defendant will
25 deposit the Gross Settlement Amount into a Qualified Settlement Account to be established by the
26 Settlement Administrator. Defendant has no obligation to deposit such funds prior to the deadlines set forth
27 herein.
28

1 **III. ATTORNEYS' FEES AND COSTS.**

2 2. Defendant agrees not to oppose or impede any application or motion by Class Counsel for
3 Attorneys' Fees and Costs of not more than thirty-five percent (35%) of the Gross Settlement Amount, or
4 \$91,413.00, as attorneys' fees and the reimbursement of all out-of-pocket costs and expenses associated
5 with Class Counsel's litigation and settlement of the Action in an amount not to exceed \$25,000.00. The
6 amount of Attorneys' Fees and Costs shall be subject to Court approval and shall be paid from the Gross
7 Settlement Amount. No counsel shall be entitled to attorneys' fees or costs for work performed in the
8 Action other than as provided in this Settlement Agreement. As long as the instant Settlement Agreement
9 is effective and not void, subject to Court approval, it provides the exclusive means for recovery of
10 attorneys' fees and costs incurred in the Action by any attorney, law firm and/or other legal services
11 provider.

12 **IV. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT.**

13 3. In exchange for a general release and in recognition of his effort and work in prosecuting
14 the Action, Defendant agrees not to oppose or impede any application or motion for Class Representative
15 Enhancement Payment in the amount of up to \$7,500.00 for Plaintiff. The amount of the Class
16 Representative Enhancement Payment shall be subject to Court approval, will be paid from the Gross
17 Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the
18 Settlement, and is conditioned on the execution of this Agreement and general release of claims. Plaintiff
19 will be solely and legally responsible to pay any and all applicable taxes on the Class Representative
20 Enhancement Payment and will indemnify and hold Defendant harmless from any claim or liability for
21 taxes, penalties, or interest arising as a result of the payment.

22 **V. SETTLEMENT ADMINISTRATION COSTS.**

23 4. The Settlement Administrator will be paid for the reasonable costs of administration of the
24 Settlement and distribution of payments from the Gross Settlement Amount, which are currently estimated
25 to be \$4,000.00. The Parties hereby acknowledge that the Settlement Administration Costs may increase
26 above the current estimate of \$4,000.00 and that any such additional Settlement Administration Costs that
27 are approved by the Parties' counsel and the Court shall be taken out of the Gross Settlement Amount.
28

1 **VI. PAGA ALLOCATION AND LWDA PAYMENT.**

2 5. Subject to Court approval, the Parties agree to allocate \$40,000.00 from the Gross
3 Settlement Amount as civil penalties recovered pursuant to the Private Attorneys General Act. Per Labor
4 Code § 2699(i), seventy-five percent (75%) of the PAGA Settlement Amount, or \$30,000, will be paid to
5 the LWDA and twenty-five percent (25%) or \$10,000 of the PAGA Settlement Amount will be part of the
6 Net Settlement Amount to be paid to Participating Class Members.

7 **VII. NET SETTLEMENT AMOUNT.**

8 6. The entire Net Settlement Amount will be distributed to Participating Class Members in
9 accordance with the terms of this Settlement. No portion of the Net Settlement Amount or Gross
10 Settlement Amount will revert to or be retained by Defendant.

11 **VIII. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.**

12 7. Individual Settlement Payments will be calculated and apportioned from the Net
13 Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period.
14 Specific calculations of Individual Settlement Payments will be made as follows:

15 (a) The total number of Workweeks worked by each Class Member during the Class
16 Period and the aggregate total number of Workweeks worked by all Class
17 Members during the Class Period, will be determined.

18 (b) To determine each Class Member's estimated Individual Settlement Payment, the
19 Settlement Administrator will use the following formula: The Net Settlement
20 Amount will be divided by the aggregate total number of Workweeks, resulting in
21 the "Workweek Value." Each Class Member's Individual Settlement Payment
22 will be calculated by multiplying each individual Class Member's total number of
23 Workweeks by the Workweek Value.

24 (c) For taxation purposes, the Individual Settlement Payment to each Class Member
25 shall be allocated seventy percent (70%) to penalties and interest to be reported on
26 an IRS 1099 Form; and thirty percent (30%) to wages to be reported on a IRS W-2
27 Form.

28 (d) Each Individual Settlement Payment will be subject to reduction for employee-side

1 taxes, withholdings, and deductions with respect to the wages portion of the
2 Settlement. The employer's portion of any payroll taxes and contributions with
3 respect to the wages portion of the Settlement will be paid by Defendant separately
4 and in addition to the Gross Settlement Amount.

5 (e) The entire Net Settlement Amount will be disbursed to all Class Members who do
6 not submit timely and valid Requests for Exclusion (i.e., Participating Class
7 Members). If there are any valid and timely Requests for Exclusion, the
8 Settlement Administrator shall recalculate the Workweek Value excluding the
9 Workweeks of those who have excluded themselves and proportionately increase
10 the Individual Settlement Payment for each Participating Class Member
11 accordingly, so that the amount actually distributed to the Settlement Class equals
12 100% of the Net Settlement Amount.

13 (f) The Settlement Administrator shall determine the eligibility for, and the amounts
14 of, any Individual Settlement Payments under the terms of this Settlement
15 Agreement.

16 8. The Individual Settlement Payments made to Participating Class Members under this
17 Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any
18 additional benefits under any benefit plans to which any Class Members may be eligible, including, but not
19 limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
20 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
21 Agreement will not affect any rights, contributions, or amounts to which any Class Members may be
22 entitled under any benefit plans.

23 **IX. SETTLEMENT ADMINISTRATION PROCESS.**

24 9. The Parties agree to cooperate in the administration of the Settlement and to make all
25 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
26 Settlement. The Settlement Administrator will provide the following services:

27 (a) Establish and maintain a Qualified Settlement Account.

28 (b) Calculate the Individual Settlement Payment each Class Member is eligible to

- 1 receive.
- 2 (c) Print and mail the Class Notice.
- 3 (d) Establish and maintain a toll-free information telephone support line to assist Class
- 4 Members who have questions regarding the Class Notice.
- 5 (e) Conduct additional address searches for mailed Class Notices that are returned as
- 6 undeliverable.
- 7 (f) Process Requests for Exclusion, calculate Participating Class Members' Individual
- 8 Settlement Payment, field inquiries from Class Members, and administer any
- 9 Requests for Exclusion. This service will include settlement proceed calculation,
- 10 printing and issuance of Individual Settlement Payment checks, and preparation of
- 11 IRS W-2 and 1099 Tax Forms. Basic accounting for and payment of employee
- 12 tax withholdings and forwarding all payroll taxes and contributions to the
- 13 appropriate government authorities will also be included as part of this service.
- 14 (g) Issuing to Plaintiff, Class Members, and Class Counsel any W-2, 1099, or other
- 15 tax forms as may be required by law for all amounts paid pursuant to this
- 16 Settlement.
- 17 (h) Provide declarations and/or other information to the Court as requested by the
- 18 Parties and/or the Court.
- 19 (i) Provide weekly status reports to counsel for the Parties.
- 20 10. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the
- 21 Class List to the Settlement Administrator.
- 22 11. Within fourteen (14) calendar days after receiving the Class List from Defendant, the
- 23 Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail,
- 24 using the last known mailing addresses identified in the Class List.
- 25 12. Prior to mailing, the Settlement Administrator will perform a skip trace search for
- 26 information to update and correct any known or identifiable address changes. Any Class Notices returned
- 27 to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
- 28 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement

1 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
2 provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-
3 trace, or other search using the name, address and/or Social Security number of the Class Member
4 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class
5 Notice , whether by skip-trace or by request, will have an additional fifteen (15) calendar days to postmark
6 and submit a Request for Exclusion, Notice of Objection to the Settlement, or Workweek dispute.

7 13. All Class Members will be mailed a Class Notice, substantially in the form attached as
8 **Exhibit 1**, as approved by the Court.

9 14. Procedure to Dispute Workweeks. Class Members will have an opportunity to dispute the
10 Workweeks credited to them which will be reflected in the Class Notice. To the extent Class Members
11 dispute the number of Workweeks credited to them and used to calculate the amount of their Individual
12 Settlement Payment, Class Members may provide documentation to the Settlement Administrator showing
13 that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement
14 Administrator will evaluate the documentation submitted by the Class Member and will make the final
15 decision as to the Individual Settlement Payment to which the Class Member may be entitled. In order to
16 dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator that: (i)
17 makes reference to the Action; (ii) includes the disputing Class Member's full name, signature, address,
18 telephone number; (iii) clearly states that the Class Member disputes the number of Workweeks credited to
19 him or her and what he or she contends is the correct number to be credited to him or her; and (iv) includes
20 information and/or attaches documentation demonstrating that the number of Workweeks that he or she
21 contends should be credited to him or her are correct. The Workweek dispute must be submitted to the
22 Settlement Administrator at the specified address and postmarked on or before the Response Deadline.
23 The date of the postmark will be the exclusive means to determine whether a Workweek dispute has been
24 timely submitted. All such Workweek disputes are to be resolved not later than fourteen (14) calendar days
25 after the Response Deadline.

26 15. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
27 Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator within
28 the Response Deadline. For the Request for Exclusion to be valid, it must include the Class Member's full

1 name, signature, address, telephone number and a written statement requesting to be excluded from this
2 Settlement. The Request for Exclusion must be submitted to the Settlement Administrator at the specified
3 address and postmarked on or before the Response Deadline. A Class Member who does not submit a
4 timely and valid Request for Exclusion from the Settlement will be deemed a Participating Class Member
5 and will be bound by all terms of the Settlement Agreement if the Settlement is granted Final Approval by
6 the Court. The date of the postmark on the return mailing envelope will be the exclusive means to
7 determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be
8 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's
9 Counsel the Requests for Exclusion that were timely submitted. Any Class Member who does not timely
10 seek exclusion will be bound by the terms of this Settlement Agreement.

11 16. Objections. Class Members who do not submit a Request for Exclusion may object to this
12 Settlement as explained in the Notice Packet by filing a written objection with the Settlement Administrator
13 (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all
14 such objections with the Court) within the Response Deadline. For the Notice of Objection to be complete
15 and timely, it must contain the objector's full name, signature, address, telephone number and a written
16 statement of all grounds for the objection accompanied by legal support, if any, for such objection. The
17 Notice of Objection must be submitted to the Settlement Administrator at the specified address and
18 postmarked on or before the Response Deadline. The date of the postmark will be the exclusive means to
19 determine whether a Notice of Objection has been timely submitted. Class Members who fail to make
20 objections in the manner specified above shall be deemed to have waived any objections and shall be
21 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.
22 Neither the Parties nor their counsel will solicit or otherwise encourage Class Members to submit written
23 objections to the Settlement Agreement or to appeal from the Final Approval Order and Judgment. Class
24 Counsel will not represent any Class Members with respect to any such objections to this Settlement. The
25 Settlement Administrator shall provide counsel for the Parties with complete copies of all objections
26 received, including the date of postmark or fax receipt confirmation for each objection, within five (5)
27 business days of receipt. Defendant's counsel and Class Counsel may file a written response to objections
28

1 no later than the deadline to file the Motion for Final Approval, otherwise, Class Counsel and Defendant's
2 counsel may respond to the objection orally at the Final Approval Hearing.

3 17. Defective Submissions. If a Class Member's Request for Exclusion, Notice of Objection
4 to the Settlement, or Workweek dispute is defective as to the requirements listed herein, that Class Member
5 will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class
6 Member a cure letter within three (3) business days of receiving the defective submission to advise the
7 Class Member that his or her submission is defective and that the defect must be cured to render the Notice
8 of Objection, Request for Exclusion, or Workweek dispute valid. The Class Member will have until the
9 later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
10 whichever date is later, to postmark a revised Notice of Objection, Request for Exclusion, or Workweek
11 dispute. If the revised Notice of Objection, Request for Exclusion, or Workweek dispute is not postmarked
12 within that period, it will be deemed untimely.

13 18. Distribution of the Settlement funds. Within fourteen (14) calendar days of the full funding
14 of the Settlement, the Settlement Administrator will issue payments to: (a) Participating Class Members;
15 (b) the LWDA; (c) Plaintiff; and (d) Class Counsel in accordance with the Final Approval Order and
16 Judgment. Thereafter, the Settlement Administrator will also issue a payment to itself for Court-approved
17 services performed in connection with the Settlement.

18 **X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

19 19. Defendant's Option to Nullify the Settlement Agreement. If five percent (5%) or more of
20 the Class Members submit valid and timely Requests for Exclusion, Defendant, in its sole discretion, shall
21 have the option of nullifying the Settlement Agreement. Defendant must exercise this option by providing
22 written notice to Class Counsel within fifteen (15) calendar days of being notified by the Settlement
23 Administrator that five percent (5%) or more of the Class Members opted out of the Settlement. If
24 Defendant exercises this option, the Parties and any funds to be awarded under this Settlement Agreement
25 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
26 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been
27 executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant
28 due to its sole election to nullify the Agreement.

20. Escalator Clause: Defendant represents that there are approximately 6,527 Workweeks for Class Members from September 22, 2016 through July 20, 2021. If the actual number of Workweeks increase by more than ten percent (10%) by October 1, 2021 (i.e. more than 7,180), then the Gross Settlement Amount will be proportionally increased by the percentage of Workweeks above 7,180.

21. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the release of Released Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendant exercises its option to nullify the Settlement Agreement based on an excessive number of Requests for Exclusion, as described in Section IX., ¶ 15; or (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Settlement Agreement shall be of no force or effect. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid equally by both Parties; provided, however, that if the Agreement is nullified because Defendant exercises its sole option to do so based on an excessive number of Requests for Exclusion, Defendant shall be solely responsible for any fees already incurred by the Settlement Administrator.

22. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to the release of Released Claims, and the Final Approval Order and Judgment.

XI. CERTIFICATION REPORTS REGARDING INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.

23. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid and timely Requests for Exclusion; (b) any Objections submitted to the Settlement along with a copy of any such

1 Objection; and (c) whether any Class Member has submitted a Workweek dispute. Additionally, the
2 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
3 administration of the Settlement Agreement as needed or requested.

4 24. Uncashed Settlement Checks. Individual Settlement Payment checks issued by the
5 Settlement Administrator to Participating Class Members will be negotiable for one-hundred eighty (180)
6 calendar days after the initial mailing of the check. After one-hundred eighty (180) calendar days from the
7 date of mailing, the checks shall become null and void, and any monies remaining in the distribution
8 account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
9 Property Law, California Civil Code § 1500 et seq., for the benefit of those Class Members whose check is
10 cancelled, until such time that they claim their property. The Parties agree that this disposition results in no
11 “unpaid residue” under California Civil Procedure Code § 384, as the funds representing the Individual
12 Settlement Payment will be forwarded to the Controlled in the name of the Participating Class Members
13 whose Individual Settlement Payment checks are cancelled.

14 25. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion to the
16 Court and counsel for all Parties.

17 **XII. DISPUTES.**

18 26. The Settlement Administrator shall determine the eligibility for, and the amounts of, any
19 Individual Settlement Payment under the terms of this Settlement Agreement. Any disputes not resolved
20 by the Settlement Administrator concerning the administration of the Settlement will be resolved by the
21 Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the
22 Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

23 **XIII. ADMINISTRATION OF TAXES BY THE SETTLEMENT ADMINISTRATOR.**

24 27. Tax Liability. Parties and their counsel makes no representation as to the tax treatment or
25 legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any
26 statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.
27 Plaintiff and Class Members understand and agree they will be solely responsible for the payment of their
28 share of any taxes and penalties assessed on the payments described herein.

1 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
2 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
3 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
4 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
6 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
7 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
9 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
10 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
11 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
12 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
13 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
15 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
16 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
17 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
18 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
19 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
20 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
21 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
22 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
23 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24 **XIV. RELEASE BY CLASS MEMBERS.**

25 29. Upon the Effective Date and full funding of the Gross Settlement Amount, all Class
26 Members who do not timely submit a valid Request for Exclusion (i.e., Participating Class Members) shall
27 fully and finally release the Released Parties of the Class Released Claims.
28

1 **XV. RELEASE BY PLAINTIFF.**

2 30. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff shall
3 fully and finally release the Released Parties of Plaintiff's Released Claims, whether known or unknown.
4 Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be
5 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and
6 forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of
7 Section 1542 of the California Civil Code, which reads:

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

12 **XVI. PRELIMINARY APPROVAL HEARING.**

13 31. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the
14 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
15 the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement,
16 and (c) setting a date for a final approval hearing to determine the Final Approval of the Settlement
17 Agreement.

18 32. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
19 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit
20 this Settlement Agreement and will include the proposed Class Notice.

21 33. Class Counsel will be responsible for drafting all documents necessary to obtain
22 Preliminary Approval, subject to review and comment by Defendant's counsel. Any failure by the Court to
23 fully and completely approve the Settlement Agreement which has the effect of preventing the full and
24 complete approval of the Settlement Agreement as written and agreed to by the Parties will result in this
25 Settlement Agreement, and all obligations under this Settlement Agreement, being nullified and voided.

26 **XVII. FINAL APPROVAL HEARING AND ENTRY OF JUDGMENT.**

27 34. Upon expiration of the Response Deadline, and with the Court's permission, a final
28 approval hearing will be conducted to determine the Final Approval of the Settlement Agreement along

1 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the LWDA Payment; (c)
2 the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement
3 Administration Costs.

4 35. Class Counsel will be responsible for drafting all documents necessary to obtain Final
5 Approval, subject to review and comment by Defendant's counsel. Class Counsel will also be responsible
6 for drafting the Attorneys' Fees and Costs application to be heard at the final approval hearing. Class
7 Counsel may file a single motion (if desired) seeking final approval of the Settlement Agreement and
8 Attorneys' Fees and Costs. Any failure by the Court to fully and completely approve the Settlement
9 Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under
10 this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered
11 by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and
12 the Settlement Agreement shall be of no force or effect. In such a case, the Parties and any funds to be
13 awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and
14 time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all
15 respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the
16 Settlement Administrator shall be paid equally by both Parties. However, if the Agreement is nullified
17 because Defendant exercises its sole option to nullify the Agreement based on an excessive number of
18 Requests for Exclusion, Defendant shall be solely responsible for any fees already incurred by the
19 Settlement Administrator.

20 **XVIII. JUDGMENT AND CONTINUED JURISDICTION.**

21 36. The Court shall retain jurisdiction with respect to the interpretation, implementation, and
22 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection
23 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all
25 orders and judgments entered in connection therewith.

26 **XIX. OTHER PROVISIONS.**

27 37. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
28 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
2 herein released and discharged.

3 38. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
4 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
5 Any Exhibits to this Settlement are an integral part of the Settlement.

6 39. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
7 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
8 may be deemed binding on the Parties.

9 40. Amendment or Modification. No amendment, change, or modification to this Settlement
10 Agreement will be valid unless in writing and signed, either by the Parties or their counsel. After
11 preliminary approval of the Settlement, the Settlement Agreement may be amended or modified only by a
12 written instrument signed by counsel for all Parties or their successors-in-interest and approved by the
13 Court.

14 41. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
16 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
17 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
18 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
19 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
20 agreement on the form or content of any document needed to implement the Settlement, or on any
21 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
22 may seek the assistance of Jeffrey Krivis (mediator) or the Court to resolve such disagreement.

23 42. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
24 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 43. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
26 be governed by and interpreted according to the laws of the State of California.

27 44. Execution and Counterparts. This Settlement Agreement is subject only to the execution
28 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All

1 executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature
2 page, will be deemed to be one and the same instrument.

3 45. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
4 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
5 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
6 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
7 competent counsel and that they have had an opportunity to consult with their counsel regarding the
8 fairness and reasonableness of this Settlement.

9 46. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
10 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
11 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
12 enforceable.

13 47. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
14 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
15 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
16 either Party may appeal any Court order that materially alters the Settlement Agreement's terms.

17 48. Class Action Certification for Settlement Purposes Only. The Parties hereby stipulate to
18 certification of the Class as defined herein for purposes of the Settlement only. If, for any reason, the
19 Settlement is not approved, this stipulation to class certification will be void. The Parties further agree that
20 certification for purposes of the Settlement is not an admission that class action certification is proper under
21 the standards applied to contested certification motions and that this Settlement Agreement will not be
22 offered in this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
23 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

24 49. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
25 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
26 In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has
27 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
28 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or

1 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
2 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or
3 provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession
4 by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in
5 a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms
6 and provisions shall not be offered in any action or proceeding to establish any liability or admission on the
7 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
8 compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties
9 agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section
10 1152.

11 50. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
12 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
13 a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 51. Enforcement Action. If one or more of the Parties institutes any legal action or other
15 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
16 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
17 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
18 connection with any enforcement actions.

19 52. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
21 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
22 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between
23 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

24 53. Representation by Counsel. The Parties acknowledge that they have been represented by
25 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this
26 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
27 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement
28 Agreement.

54. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

55. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

56. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on Plaintiff's Counsels' personal or firm website. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

57. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and Participating Class Members, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation or settlement related confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his respective representative(s), must personally execute this Settlement Agreement.

The Settlement Agreement consists of 26 pages.

Dated: 12 / 13, 2021


Plaintiff Reveriano Diaz

1 Dated: _____, 2021

101 Phoenix, Inc.

3 By: _____

4 Its: _____

6 APPROVED AS TO FORM:

7 **LAWYERS for JUSTICE, PC**

8 Dated: December 14, 2021


EDWIN AIWAZIAN

Attorneys for Plaintiff Reveriano Diaz

11 **SHEPPARD, MULLIN, RICHTER & HAMPTON**
12 **LLP**

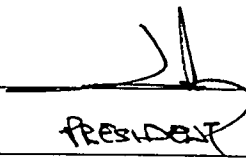
13 Dated: _____, 2021

DEREK R. HAVEL

Attorneys for Defendant 101 Phoenix, Inc.

1 Dated: DECEMBER 15, 2021

101 Phoenix, Inc.

3 By: 

4 Its: PRESIDENT

6 APPROVED AS TO FORM:

7 **LAWYERS for JUSTICE, PC**

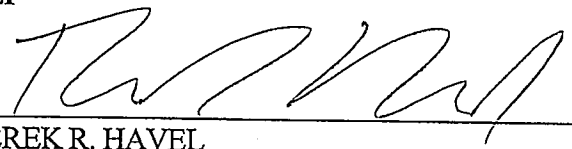
8 Dated: _____, 2021

EDWIN AIWAZIAN

Attorneys for Plaintiff Reveriano Diaz

11 **SHEPPARD, MULLIN, RICHTER & HAMPTON**
12 **LLP**

13 Dated: December 15, 2021


DEREK R. HAVEL

Attorneys for Defendant 101 Phoenix, Inc.

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Diaz v. 101 Phoenix, Inc.
Superior Court of California, County of Los Angeles, Case No. 20STCV36090

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

YOU ARE NOTIFIED THAT: A class and representative action settlement (the “Settlement”) has been reached between Plaintiff Reveriano Diaz (“Plaintiff”) and Defendant 101 Phoenix, Inc. (“Defendant”) in the case entitled *Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090 (the “Action”). The Settlement affects your legal rights, as discussed further below. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the Settlement.

I. Introduction

Defendant’s records show that you were employed by Defendant in the State of California as a non-exempt hourly employee at some time during the period from September 22, 2016 through October 1, 2021, and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and, if so, unless you request exclusion from the Settlement, your legal rights will be affected. The purpose of this Notice is to

- (1) describe the Action,
- (2) inform you of the terms of the Settlement, and
- (3) inform you of your rights and options in connection with the Settlement.

II. Who is affected by the proposed Settlement?

All current and former non-exempt hourly employees who were employed by Defendant 101 Phoenix, Inc. in the State of California at any time during the period from September 22, 2016 through October 1, 2021 (“Class Members”).

III. What is this case about?

On September 22, 2020, Plaintiff filed a putative class action against Defendant in a case entitled *Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090. The Class Action Complaint for Damages filed on September 22, 2020 (“Class Complaint”) alleges that Defendant violated various wage-and-hour laws, including: by failing to pay overtime, failing to provide compliant meal periods and associated premiums, failing to provide compliant rest period and associated premiums, failing to pay minimum wages, failing to pay final wages timely, failing to pay wages timely during employment, failing to provide compliant wage statements, failing to keep requisite payroll records, failing to reimburse for business expenses, and engaging in unfair business practices in violation of California Business and Professions Code § 17200 et seq.

On January 11, 2021, Plaintiff filed a first amended complaint, entitled Class Action Complaint for Damages & Enforcement Under the Private Attorney General Action, California Labor Code § 2698, Et Seq. (“Amended Complaint”). The Amended Complaint alleges the same wage-and-hour violations as alleged in the Class Complaint, but also includes a representative action against Defendant for civil penalties pursuant to the Private Attorneys General Action, California Labor Code § 2698 et seq. (“PAGA”).

In the Action, Plaintiff seeks, among other things, the recovery of allegedly unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees, and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with the law.

Plaintiff and Defendant (collectively referred to as the “Parties”), participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into a Stipulation and Settlement of Class Action and Private Attorneys General Act Representative Claims (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [date of Preliminary Approval]. The Court has preliminarily appointed Plaintiff Reveriano Diaz as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment. You have the opportunity to opt-out or object to the Class Settlement if you so choose, as explained more fully in Section IV below. Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement will be bound to the Class Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to the Plaintiff or to the Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members, State of California, and aggrieved employees.

IV. What are the Settlement terms?

Settlement Amount and Other Payments

The total settlement amount is Two Hundred Sixty-One Thousand One Hundred Eighty Dollars (\$261,180.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Participating Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court:

(1) **Attorneys’ Fees and Costs**, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$91,413.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) to Class Counsel;

(2) **Class Representative Enhancement Payment**, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Reveriano Diaz in consideration for his obligations under the Settlement and in recognition of his effort and work in prosecuting the Action;

(4) **Settlement Administration Costs**, in an amount not to exceed Four Thousand Dollars (\$4,000.00) to Simpluris, Inc., the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement (the "Settlement Administrator"); and

(3) **LWDA Payment**, the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") in connection with the claims asserted under the California Private Attorneys General Act of 2004 ("PAGA"), which is Thirty Thousand Dollars (\$30,000.00) constituting seventy-five percent (75%) of the allocation for civil penalties under PAGA in the amount of Forty Thousand Dollars (\$40,000.00) (the "PAGA Settlement Amount").

Note: the remaining 25% of the PAGA Settlement Amount (i.e., Ten Thousand Dollars (\$10,000.00)) will remain a part of the Net Settlement Amount and distributed to Participating Class Members.

Calculation of Individual Settlement Payments

Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be entitled to a share of the Net Settlement Amount ("Individual Settlement Payment"). Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks during the Class Period that a Class Member was engaged in any productive work activity for which they were paid, not including leaves of absence or paid time off, to be calculated by Defendant by reviewing available payroll and timekeeping data ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

(a) The total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period, will be determined.

(b) To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's Individual Settlement Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall recalculate the Workweek Value excluding the Workweeks of those who have excluded themselves and proportionately increase the Individual Settlement Payment for each Participating Class Member accordingly, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement.

Tax Matters

For taxation purposes, the Individual Settlement Payment to each Class Member shall be allocated seventy percent (70%) to penalties and interest to be reported on an IRS 1099 Form; and thirty percent (30%) to wages to be reported on a IRS W-2 Form. Each Individual Settlement Payment will be subject to reduction for employee-side taxes, withholdings, and deductions with respect to the wages portion of the Settlement. The employer's portion of any payroll taxes and contributions with respect to the wages portion of the Settlement will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Releases

Upon the date on which the Court entering an order granting final approval of the Settlement and a final judgment based thereon becomes final, and full funding of the Gross Settlement Amount, all Class Members who do not timely submit a valid Request for Exclusion (i.e., Participating Class Members) shall fully and finally release the Released Parties of the Class Released Claims, as defined below.

“Class Released Claims” means all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged, as amended. The Class Released Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; attorneys’ fees and costs; all claims related to the Class Released Claims which are asserted in the Complaints or which could have been asserted based on the factual allegations pled in the Complaints arising under: the California Labor Code (including, but not limited to, Sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); Wage Orders 4-2001, 5-2001, and 7-2001 of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004; the California Business and Professions Code Section 17200, et seq.; the FLSA, 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

“Released Parties” means and includes 101 Phoenix, Inc., and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

All Participating Class Members are bound by this release. Class Members will be bound by this release unless they formally and timely request exclusion from the Settlement.

V. How much will I receive under the Settlement?

If you do nothing, you will be deemed part of the Settlement Class, you will be issued payment from the Settlement, and you will release all Released Claims, as described in this Notice.

Based on Defendant’s internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

You worked <<Workweeks>> weeks during the time period from September 22, 2016 to October 1, 2021.

Your estimated gross Individual Settlement Share is <<estimated amount>>.

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (i) makes reference to the name and number of the case (*Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090); (ii) includes your full name (including your full name at the time of employment for Defendant), signature, current address, and telephone number; (iii) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; and (iv) includes information and/or attaches

documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct.

The Workweek dispute must be submitted to the Settlement Administrator at the address specified below and postmarked on or before [Response Deadline]. The date of the postmark will be the exclusive means to determine whether a Workweek dispute has been timely submitted. All such Workweek disputes are to be resolved not later than fourteen (14) calendar days after [Response Deadline].

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

If your Workweek dispute is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Workweek dispute valid. You will have until the later of (a) [Response Deadline] or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Workweek dispute. If the revised Workweek dispute is not postmarked within that period, it will be deemed untimely.

If you dispute the number of Workweeks credited to you, Defendant's records, to the extent available, will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and shall determine the number of Workweeks that should be credited to you and/or the Individual Settlement Payment to which you may be entitled. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

To ensure receipt of your payment, **it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator by mail at the address listed above.

VI. What are my options in this matter?

You have three options under this Settlement, each of which is further discussed below. You may: (A) choose to be a Participating Class Member; (B) exclude yourself from the Settlement; or (C) object to the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you remain a Participating Class Member, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Participate in the Settlement and Receive Payment.

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section IV above.

As a Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

OPTION B. Request to Be Excluded from the Settlement.

If you do not wish to participate in the Settlement, you must submit a letter to the Settlement Administrator indicating a request to be excluded from the Settlement ("Request for Exclusion"). Any Class Member wishing to opt-out from the Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator within the Response Deadline.

For the Request for Exclusion to be valid, it must include your full name, signature, current address, telephone number and a written statement requesting to be excluded from the Settlement.

The Request for Exclusion must be submitted to the Settlement Administrator at the address specified below and postmarked on or before [Response Deadline]. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

If your Request for Exclusion is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Request for Exclusion valid. You will have until the later of (a) [Response Deadline] or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

If you do not timely submit a signed Request for Exclusion (as evidenced by the postmark), your Request for Exclusion will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement if the Settlement is granted final approval by the Court. If you timely submit a signed Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, and you will not be entitled to or permitted to object to the Settlement.

OPTION C. Objecting to the Settlement.

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to the settlement by filing a written objection ("Notice of Objection") with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court).

For the Notice of Objection to be complete and timely, it must contain your full name, signature, current address, telephone number and a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

The Notice of Objection must be submitted to the Settlement Administrator at the address specified below and postmarked on or before [Response Deadline]. The date of the postmark on the return mailing

envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted.

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

If your Notice of Objection is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Notice of Objection valid. You will have until the later of (a) [Response Deadline] or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Notice of Objection. If the revised Notice of Objection is not postmarked within that period, it will be deemed untimely.

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. **Please note, even if you submit an objection, you will be bound by the terms of the Settlement unless the Court does not approve the Settlement.**

VII. What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, Class Counsel's request for Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the Settlement Administration Costs, and the PAGA Settlement Amount on _____, 2022 at X:XX x.m., in Department 12 of the Superior Court of California for the County of Los Angeles, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued. In the event the Final Approval Hearing is continued, Participating Class Members who filed an objection will receive notice of the new hearing date. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

VIII. How 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 Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Clerk's Office (Room 255) at the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Los Angeles County Superior Court's website, using the Public Portal system, at the following web address: <https://www.lacourt.org/casesummary/ui/>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.