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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

JULIO TESCHERA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GAWFCO ENTERPRISES, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV376213

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement ("Agreement" or "Settlement") is made and entered into by and between Plaintiff Julio Teschera ("Teschera" or "Plaintiff") and Defendant Gawfco Enterprises, Inc. ("Defendant") (collectively, the "Parties").

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. "Action" means *Teschera v. Gawfco Enterprises, Inc.*, Santa Clara County Superior Court Case No. 21CV376213 (filed on February 19, 2021).

2. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action Settlement.

3. "Class" or "Class Member(s)" means all current and former non-exempt employees of Defendant who worked at any time during the period of time from August 25, 2016, through August 30, 2021, who received overtime pay and non-discretionary incentive pay covering the same time period, including without limitation, commissions and shift differentials.

4. "Class Counsel" means William L. Marder of Polaris Law Group, LLP, and Dennis S. Hyun of Hyun Legal, APC.

5. "Class Counsel Award" means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to one-third of the Gross Settlement Amount (\$170,000.00), i.e., the sum of \$56,666.67, and costs in the amount of up to \$30,000.00, subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

6. "Class List and Data" means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel spreadsheet and shall include: each Class Member's full name; employee number; most recent mailing address; Social Security number; and the number

of pay periods worked by each Class Members in which he/she was paid non-discretionary remuneration (including without limitation, shift differentials and commissions) which covered a pay period in which the Class Member was also paid overtime and/or double-time wages during the Class Period.

7. "Class Period" means the period from August 25, 2016, through August 30, 2021.

8. "Class Representative" means Plaintiff Julio Teschera.

9. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to \$7,500.00 from the Gross Settlement Amount.

10. "Gross Settlement Amount," or "GSA" means the maximum settlement amount of \$170,000.00 to be paid by Defendant as a result of this Stipulation. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA Payment, and Class Counsel Award. However, the Gross Settlement Amount does not include Defendant's share of employer-side payroll taxes and Defendant agrees to pay these amounts separately from and in addition to the Gross Settlement Amount.

11. "Complaint" means the operative First Amended Class Action Complaint which Plaintiff shall file in this action pursuant to the Parties' Stipulation Granting Plaintiff Leave to Amend to File the First Amended Complaint.

12. "Counsel for Defendant" or "Defense Counsel" means Hussein Saffouri, Esq., of Ramsey Law Group.

13. "Court" means the Superior Court for the State of California, County of Santa Clara, or any other court taking jurisdiction of the Action.

14. "Defendant" means Defendant Gawfco Enterprises, Inc.

15. "Effective Date" means the earliest of the following: (a) the date when the Final Approval Order is signed, if there are no objections, or if all objections are withdrawn prior to

the Final Approval hearing; or (b) 3 calendar days after the deadline to file an appeal of the final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after all appeals are dismissed or the final approval of the settlement is affirmed after appeal, and the final approval order is not subject to further appeal.

16. "Final Approval" means that the Final Approval Order and Judgment have been entered by the Court.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member.

18. "Net Settlement Amount," or "NSA" means the balance of the Gross Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

19. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet, and be postmarked or by the Response Deadline.

20. "Notice Packet" means the Notice of Proposed Class Action Settlement, substantially in the form attached as Exhibit A.

21. "PAGA Payment" means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, "PAGA"). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). The Parties have agreed that \$25,000.00 of the Gross Settlement Amount shall be allocated to the resolution of any Class Members' claims arising under PAGA. Pursuant to the PAGA, 75%, i.e. or \$18,750.00, of the PAGA Payment shall be paid to the California Labor and Workforce

Development Agency ("LWDA"), and 25%, or \$6,250.00, of the PAGA Payment shall be part of the Net Settlement Amount to be distributed to Participating Class Members.

22. "Parties" means Plaintiff, as an individual and on behalf of the Settlement Class, and Defendant collectively.

23. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

24. "Plaintiff" means Julio Teschera.

25. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

26. "Released Claims" means all class and representative claims contained in the Complaint for violation of Labor Code §§ 201-203, 226, 510, 1194, the Private Attorneys General Act (the "PAGA"), and Business & Professions Code § 17200, *et seq.*, arising from the factual allegations contained in the Complaint, *i.e.*, the alleged failure to pay overtime and/or double time wages based on the regular rate of pay that arose during the Class Period.

27. "Released Claims Period" means the period from August 25, 2016, through August 30, 2021.

28. "Released Parties" means Defendant Gawfco Enterprises, Inc. and its parent and subsidiary companies, predecessors, successors, and affiliates, and each of their past and current respective, directors, officers, employees, shareholders, agents, insurers, attorneys, representatives and assigns.

29. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, telephone number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the Response Deadline.

32. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are not to exceed Five Thousand Dollars (\$5,000.00). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount.

34. “Settlement Payment Check” means the payment to Participating Class Members pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement.

35. This Settlement is made and entered into by and between Plaintiff and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.

36. Procedural History. On December 16, 2020, Plaintiff submitted his written notice to the Labor Workforce Development Agency (the “LWDA”) alleging violations of Labor Code §§ 201-204, 226, 510 and 1194 (“PAGA Notice”). On or about February 19, 2021, Plaintiff filed this class action in Santa Clara County Superior Court alleging four causes of action for: (1) Violation of Labor Code § 226(a); (2) Violation of Labor Code §§ 510 and 1194; (3) Violation of Labor Code § Labor Code § 2698, *et seq.* (the Private Attorneys General Act, or the “PAGA”); and (4) Violation of Business & Professions Code § 17200, *et seq.* The Parties exchanged informal discovery and payroll data from which Plaintiff was able to calculate damages. The Parties also completed the deposition of Plaintiff and Defendant’s person most knowledgeable. The Parties then attended mediation with Michael Loeb on December 20, 2021,

1 which resulted in this settlement. The Parties recognize the risk, expense, and delay in
2 continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate.
3 Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims
4 arising from or relating to the Action.

5 **TERMS OF AGREEMENT**

6 Plaintiff, individually and on behalf of the Settlement Class, and Defendant agree as
7 follows:

8 37. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
9 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement
10 Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; (4)
11 Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA Payment.
12 The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross
13 Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay
14 more than the Gross Settlement Amount as specified in this Agreement.

15 38. Funding of the Gross Settlement Amount. Defendant will fund the GSA within
16 15 calendar days of the Effective Date.

17 39. Class Counsel Award. Defendant agrees not to oppose or impede any application
18 or motion by Class Counsel for attorneys' fees of up to one-third of the Gross Settlement
19 Amount (\$170,000.00), i.e. the sum of \$56,666.67, and costs in the amount of up to \$30,000.00,
20 which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall
21 issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs and
22 expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added
23 to the Net Settlement Amount and shall be distributed to Class Members as provided in this
24 Agreement.

25 40. Class Representative Enhancement Payment. Defendant agrees not to oppose or
26 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment
27 of up to \$7,500.00 to Plaintiff. The Class Representative Enhancement Payment shall be paid
28 from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual
Settlement Payment as a Settlement Class Member. The Settlement Administrator shall issue

1 an IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment.
2 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class
3 Representative Enhancement Award and shall hold harmless Defendant and its counsel and
4 Plaintiff's counsel from any claim or liability for taxes, penalties, or interest arising as a result
5 of the Class Representative Enhancement Award. Any portion of the Class Representative
6 Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount and
7 shall be distributed to Class Members as provided in this Agreement.

8 41. Settlement Administration Costs. The Settlement Administrator shall be paid for
9 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not
10 to exceed Five Thousand Dollars (\$5,000.00). These costs, which shall be paid from the Gross
11 Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual
12 Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund,
13 administering and distributing the Gross Settlement Amount and Class Counsel Award, and
14 providing necessary reports and declarations. Any portion of the Settlement Administration
15 Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class
16 Members as provided in this Agreement.

17 42. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
18 \$25,000.00 of the Gross Settlement Amount shall be designated for satisfaction of claims for
19 civil penalties under the Labor Code Private Attorneys General Act of 2004 (the "PAGA"). The
20 Settlement Administration shall pay seventy-five percent (75%) of the PAGA payment, i.e. the
21 sum of \$18,750.00, to the LWDA. The remaining twenty-five percent (25%), i.e. the sum of
22 \$6,250.00, shall be part of the Net Settlement Amount to be distributed to Participating Class
23 Members as per this Agreement.

24 43. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
25 Individual Settlement Payments to Participating Class Members from the Settlement Class in
26 accordance with the terms of this Agreement. Participating Class Members' payments shall be
27 allocated based on the number of pay periods worked by Class Members in which he/she was
28 paid non-discretionary remuneration (including without limitation, shift differentials and
commissions) which covered a pay period in which the Class Member was also paid overtime

1 and/or double-time wages ("Pay Period"). All pay periods worked by Class Members in which
2 he/she was paid non-discretionary remuneration (including without limitation, shift differentials
3 and commissions) which covered a pay period in which the Class Member was also paid
4 overtime and/or double-time wages will be totaled ("Total Pay Period Number") and then each
5 class member's share shall be calculated by dividing his/her number of Pay Periods during the
6 Class Period by the Total Pay Period Number and multiplied against the Net Settlement Amount.
7 Class members will be responsible for paying any personal income taxes owed on the amounts
8 they receive. Participating Class Members are entitled to 100% of the Net Settlement Amount.
9 Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If
10 there are any timely submitted Requests for Exclusion, the Settlement Administrator shall
11 proportionately increase the Individual Settlement Payments for each Participating Class
12 Member so that the amount actually distributed to Participating Class Members equals 100%
13 of the Net Settlement Amount.

14 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
15 Participating Class Members under this Agreement, as well as any other payments made
16 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
17 benefit plans to which any Class Members may be eligible, including, but not limited to: profit-
18 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
19 PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement
20 will not affect any rights, contributions, or amounts to which any Class Members may be entitled
21 under any benefit plans.

22 45. Settlement Administration Process. The Parties agree to cooperate in the
23 administration of the Settlement and to make all reasonable efforts to control and minimize the
24 costs and expenses incurred in the administration of the Settlement. The Settlement
25 Administrator shall provide the following services:

- 26 a. Establish and maintain a Qualified Settlement Fund account;
- 27 b. Calculate the amount of the Settlement each Class Member is eligible to
28 receive;

1 c. Prior to mailing the Class Members Notices of Proposed Class Action
2 Settlement and Final Fairness and Approval Hearing ("Class Notice" or "Notice Form" or
3 "Notice"), the Settlement Administrator will verify the last known address for each Class
4 Member through a generally utilized, national address update database;

5 d. Printing and mailing the Class Members Notice;

6 e. Establishing and maintaining a toll-free informational telephone support
7 line to assist Class Members who have questions regarding the Notice;

8 f. Conducting additional address searches for mailed Notices that are
9 returned as undeliverable, and to the extent new and more current addresses are found, the
10 Settlement Administrator will also reprint and re-mail Notices accordingly;

11 g. Calculating Participating Class Members settlement share, fielding
12 inquiries from Class Members, and administration of any Requests for Exclusion. This service
13 will include settlement proceed calculations, printing and issuance of checks, and preparation of
14 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be
15 included as part of this service; and

16 h. Providing declarations and/or other information to the Court as requested.

17 46. Delivery of the Class List and Data. Within fifteen (15) calendar days of
18 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement
19 Administrator.

20 47. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
21 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to
22 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
23 addresses identified in the Class List.

24 48. Confirmation of Contact Information in the Class List. Prior to mailing, the
25 Settlement Administrator shall perform a search based on the National Change of Address
26 Database for information to update and correct for any known or identifiable address changes.

27 49. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
28 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the
Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's

1 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
2 Payments, if they do not request to be excluded; (5) the dates which comprise the Class Period;
3 (6) instructions on how to submit valid Requests for Exclusion, or objections; (7) the deadlines
4 by which the Class Member must submit Request for Exclusions or Notices of Objection to the
5 Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The
6 Notice Packet will also inform Class Members that in order to receive the Individual Settlement
7 Payment, they do not need to do anything except keep the Settlement Administrator apprised of
8 their current mailing addresses.

9 50. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
10 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly
11 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
12 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
13 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
14 address using a skip-trace, or other search using the name, address and/or Social Security number
15 of the Class Member involved, and shall then perform a re-mailing. Those Class Members who
16 receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days
17 from the original Response Deadline.

18 51. Request for Exclusion Procedures. Any Class Member may opt-out from the
19 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
20 postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name,
21 address, and telephone number of the person requesting exclusion; (2) clearly state that the Class
22 Member does not wish to be included in the Settlement; (3) be signed by the Class Member; (4)
23 be returned by mail to the Settlement Administrator at the specified address; and (5) be
24 postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive
25 means to determine whether a Request for Exclusion has been timely submitted. By submitting
26 such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her
27 option to opt out of the Action and not be bound by this Agreement. Accordingly, a Class
28 Member that timely submits a valid Request for Exclusion will not be entitled to any payments
under this Settlement and will not be bound by the terms of the Settlement. Any Class Member

1 who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline
2 shall be deemed a Participating Class Member, and will be bound by all terms of the Settlement,
3 if the Settlement is granted final approval by the Court.

4 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
5 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
6 Request for Exclusion shall be bound by all of its terms, including those pertaining to the
7 Released Claims, as well as any Judgment that may be entered by the Court.

8 53. Objection Procedures. Any Class Member who does not opt-out of this
9 Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class
10 Member must return by mail a written statement of objection to the Settlement Administrator at
11 the specified address by the Response Deadline. The date of the postmark on the Notice of
12 Objection shall be deemed the exclusive means for determining that a Notice of Objection is
13 timely. The Notice of Objection must include: (a) the objector's full name, signature, address,
14 and telephone number; (b) a written statement of the basis for the objection; and (c) any copies
15 of papers, briefs, or documents upon which the objection is based. Class Members who submit a
16 timely Notice of Objection will have the right to appear at the final approval hearing to have
17 their objections heard by the Court, at their own expense. Additionally, even if a Class Member
18 does not submit a timely Notice of Objection, he/she may still appear at the final approval
19 hearing and present oral objections to the Court. At no time shall any of the Parties or their
20 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
21 Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class
22 Members with respect to any such objections to this Settlement. Any Class Member who
23 submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

24 54. Settlement Administrator's Reports of Information. The Settlement Administrator
25 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
26 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
27 Administrator will provide to counsel for both Parties any updated reports regarding the
28 administration of the Settlement as needed or requested. The Settlement Administrator shall also
forward to Parties' counsel any Notices of Objection received immediately upon receipt.

Further, if requested by Parties' counsel, the Settlement Administrator shall forward any Requests for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

55. Distribution Timing of Individual Settlement Payments. Within ten (10) business days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue payments to (1) Participating Class Members; (2) the Labor and Workforce Development Agency; (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

56. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Class Members shall be negotiable for not less than one hundred and eighty (180) days from the date of their issuance. In the event an Individual Settlement Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks shall be distributed to Legal Aid at Work in compliance with California Code of Civil Procedure § 384(b). In such event, those Class Members will nevertheless remain bound by the Settlement.

57. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties, including in compliance with California Code of Civil Procedure § 384(b).

58. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded due to the Court's refusal to grant final approval of the settlement notwithstanding the attempts by the Parties to obtain final approval, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

59. Treatment of Individual Settlement Payments. All Individual Settlement Payments shall be allocated as follows: 80% as penalties and interest and 20% as wages. The amount of payments shall be reported on an IRS Form 1099 by the Settlement Administrator.

60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and

1 Class Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid
2 pursuant to this Agreement.

3 61. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and
4 Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments
5 called for hereunder, and Plaintiff and Participating Class Members are not relying on any
6 statement, representation, or calculation by Defendant, Defendant's counsel, Plaintiff's counsel,
7 or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members
8 understand and agree that they will be solely responsible for the payment of any taxes and
9 penalties assessed on their respective payments described herein and will defend, indemnify, and
10 hold Defendant, Defendant's counsel, Plaintiff's counsel and the Settlement Administrator free
11 and harmless from and against any claims resulting from treatment of such payments as non-
12 taxable damages.

13 62. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
14 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
15 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
16 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
18 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
19 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
21 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
22 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
23 RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX
24 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
25 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
27 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
28 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
3 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 63. No Prior Assignments. The Parties and their counsel represent, covenant, and
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
11 demand, action, cause of action or right herein released and discharged.

12 64. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all
13 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or
14 permitted assigns, hereby do and shall be deemed to have fully, finally and forever released,
15 settled, compromised, relinquished and discharged any and all of the Released Parties of and
16 from any and all Released Claims. The Settlement Class and each member of the Class who has
17 not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties
18 for the Released Claims for any period during the Released Claims Period.

19 65. Nullification of Settlement. In the event that the Settlement does not become final
20 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
21 null and void. Any order or judgment entered by the Court in furtherance of this Agreement
22 shall likewise be treated as void from the beginning.

23 66. Disputes Regarding Individual Settlement Payments. In the event that Class
24 Members have a dispute as to the data provided by the Defendant, Class Members will have the
25 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement
26 Administrator will consult with the Parties to determine whether an adjustment is warranted.
27 The Settlement Administrator shall determine the eligibility for, and the amounts of, any
28

Individual Settlement Payments under the terms of this Agreement, and that determination shall be binding.

67. Disputes Regarding Administration of Settlement. 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 Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

68. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as Exhibit A.

69. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

70. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms

of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

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

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

73. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the dispute through good faith meet and confer efforts. Should those efforts be unsuccessful, the Parties agree to mediate the dispute with the Honorable Carl J. West (Ret.)

74. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel.

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

76. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

77. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

1 78. Execution and Counterparts. This Agreement is subject only to the execution of
2 all Parties. However, the Agreement may be executed in one or more counterparts and by
3 DocuSign signatures. All executed counterparts and each of them, including facsimile and
4 scanned copies of the signature page, shall be deemed to be one and the same instrument
5 provided that counsel for the Parties shall exchange among themselves original signed
6 counterparts.

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

14 80. Invalidity of Any Provision. Before declaring any provision of this Agreement
15 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Agreement
17 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court
18 shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the
19 Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal,
20 or unenforceable provision had never been included in this Agreement.

21 81. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
22 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below
23 the amount Class Counsel requests, and either party may appeal any order that materially alters
24 the Agreement's terms.

25 82. Class Action Certification. The Parties are agreeing to class certification for
26 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding,
27 an admission of any kind by Defendant, including without limitation, that certification of a class
28 for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the

requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

83. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

84. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

1 86. Enforcement Actions. In the event that one or more of the Parties institutes any
2 legal action or other proceeding against any other Party or Parties to enforce the provisions of
3 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
4 or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
5 fees and costs, including expert witness fees incurred in connection with any enforcement
6 actions.

7 87. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
8 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
9 strictly against one party than another merely by virtue of the fact that it may have been prepared
10 by counsel for one of the Parties, it being recognized that, because of the arms-length
11 negotiations between the Parties, all Parties have contributed to the preparation of this
12 Agreement.

13 88. Representation By Counsel. The Parties acknowledge that they have been
14 represented by counsel throughout all negotiations that preceded the execution of this
15 Agreement, and that this Agreement has been executed with the consent and advice of counsel.

16 89. Cooperation and Execution of Necessary Documents. All Parties shall cooperate
17 in good faith and execute all documents to the extent reasonably necessary to effectuate the
18 terms of this Agreement.

19 90. Binding Agreement. The Parties warrant that they understand and have full
20 authority to enter into this Agreement, and further intend that this Agreement shall be fully
21 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
22 disclosure in any proceeding to enforce its terms.

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
24 Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set
25 forth below:

26 ///

27 ///

28 //

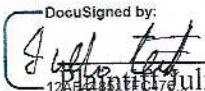
SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: January 10, 2022

PLAINTIFF

DocuSigned by:



Plaintiff: Julio Teschera

DATED: January __, 2022

**DEFENDANT GAWFCO ENTERPRISES,
INC.**

Please Print Name of Authorized Signatory

Job Title

APPROVED AS TO FORM

DATED: January 10, 2022

POLARIS LAW GROUP, P.C.


William L. Marder
Attorneys for Plaintiff and the Class

DATED: January 10, 2022

HYUN LEGAL, APC


Dennis S. Hyun
Attorneys for Plaintiff and the Class

DATED: January __, 2022

RAMSEY LAW GROUP

By: _____
HUSSEIN SAFFOURI
Attorneys for Plaintiffs Gawfco Enterprises,
Inc.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: January __, 2022

PLAINTIFF

Plaintiff Julio Teschera

DATED: January __, 2022

**DEFENDANT GAWFCO ENTERPRISES,
INC.**

Please Print Name of Authorized Signatory

Job Title

APPROVED AS TO FORM

DATED: January __, 2022

POLARIS LAW GROUP, P.C.

William L. Marder
Attorneys for Plaintiff and the Class

DATED: January __, 2022

HYUN LEGAL, APC

Dennis S. Hyun
Attorneys for Plaintiff and the Class

DATED: January 10, 2022

RAMSEY LAW GROUP

By: H. M. Saffouri
HUSSEIN SAFFOURI
Attorneys for Plaintiffs Gawfco Enterprises,
Inc.

EXHIBIT “A”

Teschera v. Gawfco Enterprises, Inc.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
(CASE NO. 21CV376213)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER HOURLY, OR NON-EXEMPT EMPLOYEE OF GAWFCO ENTERPRISES, INC. (“DEFENDANT”) IN THE STATE OF CALIFORNIA AT ANY TIME FROM AUGUST 25, 2016, THROUGH AUGUST 30, 2021, AND WERE PAID SHIFT DIFFERENTIALS AND/OR COMMISSIONS COVERING PAY PERIODS IN WHICH YOU WERE ALSO PAID OVERTIME AND DOUBLE-TIME WAGES, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS-ACTION SETTLEMENT.

The Santa Clara County Superior Court (“Court”) authorized this Notice to be sent by [insert] (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

- A former employee, Julio Teschera (“Named Plaintiff”), has sued Defendant on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2022)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.

Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2022)	You If you feel that the settlement is unfair, you can send a written objection to the Settlement Administrator by the deadline. You can also object orally at the final approval hearing. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.
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THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class-action settlement.

2. What Is This Lawsuit About?

In the lawsuit, Plaintiff claimed that Defendant failed to pay overtime and double-time wages based on the correct, “regular rate of pay,” by not including commissions and shift differentials into the rate. Plaintiff seeks all applicable damages and penalties. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Julio Teschera), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Santa Clara County Superior Court is in charge of the case. The lawsuit is known as *Teschera v. Gawfco Enterprises, Inc.*, Case No. 21CV376213.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he could have won at trial. Defendant thinks Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all current and former non-exempt employees of Defendant who worked at any time during the period of time from August 25, 2016, through August 30, 2021, who received overtime pay and non-discretionary incentive pay covering the same time period, including without limitation, commissions and shift differentials, are class members.

The Court has also decided that this settlement will resolve the claims asserted on behalf of the State of California and aggrieved employees pursuant to the Private Attorneys General Act (the “PAGA”) for the time period of August 25, 2016, through August 30, 2021.

6. What Does The Settlement Provide?

The proposed settlement provides for a cash payment by Defendant of \$170,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can

be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement-administration costs not to exceed \$5,000.00; (b) class-representative service award to Plaintiff not to exceed \$7,500.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$56,666.67; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$30,000.00; and (e) \$18,750.00, of the PAGA Payment paid to the California Labor and Workforce Development Agency (“LWDA”) as part of its 75% share of the PAGA Penalties. **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s class-representative service award remain subject to Court approval.** No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of pay periods in which you were paid non-discretionary remuneration (including without limitation, shift differentials and commissions) which covered a pay period in which you were also paid overtime and/or double-time wages. Based upon Defendant’s records, the number of Pay Periods you worked is determined to be **. Your Pay Periods are divided by the Total Pay Periods of all Class Members and then multiplied against the Net Settlement Amount. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of Pay Periods, see below (Question 9).

8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about fifteen days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If You Believe The Information Is Inaccurate?

If you believe your number of Pay Periods during the Class Period is inaccurate, you may dispute it by sending a letter to ILYM Group, Inc., [ADMINISTRATOR’S ADDRESS] no later than _____, 2022. Be sure to include your name, address, telephone number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute. The Settlement Administrator shall determine who is correct and its determination is final.

10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Covered Period that are based on the facts alleged by Plaintiff in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims: Upon the Effective Date, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release, Defendant Gawfco Enterprises, Inc. and its parent and subsidiary companies, predecessors, successors, and affiliates, and each of their past and current respective, directors, officers, employees, shareholders, agents, insurers, attorneys, representatives and assigns from all class and representative claims contained in the Complaint for violation of Labor Code §§ 201-203, 226, 510, 1194, the Private Attorneys General Act (the “PAGA”), and Business & Professions Code § 17200, *et seq.*, arising from the factual allegations contained in the Complaint, *i.e.*, the alleged failure to pay overtime and/or double time wages based on the regular rate of pay that arose during the Class Period.

“Effective Date” means the earliest of the following: (a) the date when the Final Approval Order is signed, if there are no objections, or if all objections are withdrawn prior to the Final Approval hearing; or (b) 3 calendar days after the deadline to file an appeal of the final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after all appeals are dismissed or the final approval of the settlement is affirmed after appeal, and the final approval order is

not subject to further appeal.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the settlement in *Teschera v. Gawfco Enterprises, Inc.*, Case No. 21CV376213. Your Request for Exclusion must: (1) include your name, address, and telephone number; (2) clearly state that you do not wish to be included in the Settlement; (3) be signed by you; (4) be returned by mail to the Settlement Administrator at the specified address; and (5) be postmarked on or before , 2022.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

12. If I Don’t Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is , 2022. Again, if you exclude yourself from this settlement, you cannot get money from this settlement.

13. How Do I Tell The Court That I Don’t Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair, or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

You may object to the proposed settlement in writing. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, regardless of whether you submitted a timely written objection to the Settlement Administrator.

All written objections must be postmarked by , 2022, and include: (a) your full name, signature, address, and telephone number; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. Nevertheless, even if you don’t object, you can still appear at the final approval hearing and present any objections orally to the Court.

14. What Is The Difference Between Objecting And Excluding?

You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don’t want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms Polaris Law Group, and Hyun Legal, APC, all of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$56,666.67 in attorneys’ fees and for actual litigation costs up to a maximum of \$30,000.00, the actual amount of

which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for Plaintiff up to \$7,500.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Sunil R. Kulkarni at 1:30 p.m. on *****, 2022, in Courtroom 1 of the Superior Court of California for the County of Santa Clara, located at 191 N. First Street, San Jose, California 95113-1090, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Hearings before the judge overseeing this case are again being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing remotely should contact class counsel to arrange an appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member shall be paid by class counsel.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What Is The Contact Information Class Counsel?

POLARIS LAW GROUP William L. Marder 501 San Benito Street Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Fax: (831) 634-0333	HYUN LEGAL, APC Dennis S. Hyun 515 South Figueroa Street Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Fax: (213) 488-6554
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WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Teschera v. Gawfco Enterprises, Inc.
c/o ILYM Group, Inc.
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

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

PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.