

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
27200 Agoura Rd., Suite 101
5 Calabasas, CA 91301
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Maria Kuzminova
and Proposed Class Counsel
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**
11

12 MARIA KUZMINOVA, on behalf of
13 herself and a class of similarly situated
employees,

14 Plaintiffs,

15 v.

16 READY RESPONDERS, INC., a Delaware
corporation, and DOES 1 through 10,
17 inclusive,

18 Defendants.
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Case No. 21STCV13080

*Assigned for all purposes to: Hon. Yvette M.
Palazuelos, Dept. SSC- 9*

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION AND
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SEEKING
LEAVE TO FILE CONSOLIDATED CLASS
AND REPRESENTATIVE ACTION
COMPLAINT**

DATE: April 12, 2022

TIME: 10:00 a.m.

DEPT.: SSC-9

Action Filed: April 6, 2021

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Maria Kuzminova ("Kuzminova"
4 or "Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts
5 set forth herein and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my
12 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
14 Kenneth, at Gaines & Gaines, APLC. My father has practiced law in California for over 40 years,
15 emphasizing litigation for the vast majority of his career. Our current practice specializes in
16 litigation, with an emphasis in employment disputes like this one. Over 95% of our practice is
17 devoted to complex employment litigation.

18 5. My firm has represented employees in complex employment matters such as this
19 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
20 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
21 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

22 **Factual and Procedural Background:**

23 6. On January 26, 2021, Plaintiff Kuzminova exhausted the pre-filing requirements of
24 the Labor Code Private Attorneys General Act of 2004 ("PAGA").

25 7. On April 6, 2021, Plaintiff Kuzminova filed her class action and representative
26 PAGA action in Los Angeles County Superior Court, entitled *Maria Kuzminova v. Ready*
27 *Responders, Inc.*, et al., Case No. 21STCV13080 ("Kuzminova Matter"), alleging: (1) Failure to
28 Pay All Minimum and Overtime Wages, (2) Failure to Provide Rest Periods or Compensation in

1 Lieu Thereof; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof, (4) Knowing
2 and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions, (5)
3 Failure to Pay Wages Due at Separation of Employment, (6) Failure to Reimburse Expenses, and
4 (7) Violation of Business & Professions Code § 17200, et seq., and (8) Civil Penalties for Labor
5 Code Violations set forth above pursuant to § Labor Code 2699(a).

6 8. Both the *Kuzminova* Matter and *Munoz* Matter (collectively, “the Actions”) were
7 designated as complex. On July 6, 2021, the Court ordered the Actions related and transferred the
8 *Kuzminova* Matter to Department 9 of Los Angeles Superior Court with Judge Palazuelos.

9 9. Founded in 2016, Louisiana-based Ready Responders, Inc. has maintained a mission
10 to provide patients with direct access to healthcare in their homes. With its on-demand mobile
11 health service, Defendant’s physician groups provide non-emergency care directly to patients
12 through “Responders” who travel to patients’ homes or other secure locations to facilitate a
13 telemedicine visit with a licensed clinician. However, Defendant only operated its business within
14 California for approximately less than one year. Given the short duration that Defendant did
15 business in California, the total aggregate number of workweeks at issue in this case is only
16 approximately 2,071.

17 10. Plaintiff Kuzminova began working for Defendant in April 2020 as a full-time, non-
18 exempt, Responder, and worked for Defendant until she was terminated in June 2020. At the time
19 of her termination, she was earning an hourly wage of \$18.00.

20 11. According to the data produced by Defendant, there are a total of approximately 51
21 Class Members during the class liability period and 72 PAGA Settlement Group Members
22 employed at some point during the PAGA liability period. The average hourly rate of pay for these
23 employees was \$21 per hour.

24 12. Defendant denies any liability or wrongdoing of any kind associated with the claims
25 alleged in the Actions, and further denies that the Actions are appropriate for class treatment for
26 any purpose other than this settlement. Defendant contends, that at all times, it has complied with
27 the California Labor Code and all applicable state, federal, and local laws related to its California
28 non-exempt employees. It is Defendant’s position that, if the Actions were to be litigated, class

1 certification would be inappropriate because Plaintiffs would be unable to satisfy the requirements
2 for class certification. Defendant would contend that Plaintiffs are not adequate class
3 representatives, Plaintiffs' claims are not typical of putative class members, individual issues and
4 questions of law and fact predominate over any common issues, and that a class action is not
5 superior to other available methods for fairly and effectively adjudicating the issues. Defendant
6 would also contend that the PAGA claim cannot be manageably tried. The Actions, the negotiation
7 and execution of this Settlement Agreement, and all acts performed or documents executed
8 pursuant to or in furtherance of the Settlement Agreement (i) shall not be used as an admission or
9 evidence of wrongdoing on behalf of Defendant; (ii) shall not be an admission or evidence of fault
10 on behalf of Defendant in any action before a civil, criminal, or administrative agency; and (iii)
11 shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness
12 of these or similar claims for class certification in the Actions or with respect to any other
13 proceeding.

14 13. The Class Representatives contend that Defendant violated the California Labor
15 Code and that this case is appropriate for class certification.

16 **Investigation and Settlement Discussions**

17 14. Through extensive informal discovery, my colleagues and I have conducted a
18 thorough investigation into the facts and law at issue in this case, including the exchange of
19 extensive documents and the review and verification of statistical data and other facts and
20 information provided by Defendant. Counsel for the Parties also represent that they have
21 investigated the applicable law as applied to the facts discovered regarding the alleged claims of
22 Plaintiffs and potential defenses thereto, and the potential damages claimed by Plaintiffs.

23 15. The Parties engaged in extensive early settlement discussions and negotiations
24 within the first two months of litigation. As part of the discussions, and before any agreement was
25 negotiated, Plaintiffs requested and Defendant produced extensive confidential documentation
26 including time and pay data, policy documents, class size information, sample wage statements,
27 information on the number of pay periods and workweeks, information on the number of
28 California non-exempt employees who signed a³Separation Agreement and Waiver and Release

1 of all Claims (“Severances and Releases”) in connection with the March 2021 cessation of
2 operations, sample Severances and Releases, and information regarding the hourly rates. In short,
3 Defendant provided informal discovery sufficient to enable my colleagues and me to rigorously
4 evaluate the strengths and risks of the case and perform an analysis of the potential damages arising
5 from the claims made in this case. Beginning June 2021, the Parties engaged in extensive
6 discussions on the calculation of Plaintiffs’ alleged potential damages and the merits of Plaintiffs’
7 claims. Negotiations concluded on August 20, 2021 when counsel for the Parties reached an
8 agreement on the basic terms of the Settlement. The Parties then engaged in discussions on the
9 specific terms of the long-form Settlement Agreement, which was executed by all Parties on
10 December 9, 2021. The Settlement amount and terms as detailed herein are based squarely on the
11 information Defendant provided.

12 16. Based on our independent investigation and evaluation, my colleagues and I are of
13 the opinion that settlement for the consideration and on the terms set forth in this Settlement
14 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
15 light of all known facts and circumstances, including the risk of significant delay, the risk the
16 Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.

17 17. The Parties agree that the Settlement Class described herein may be certified for
18 settlement purposes only and that any motion for preliminary approval seeking, *inter alia*,
19 certification of the Settlement Class is for purposes of the settlement only. Defendant does not
20 concede that the Settlement Class would satisfy certification requirements if the issues were to be
21 fully litigated. If for any reason the settlement is not approved, the certification will have no force
22 or effect and will immediately be revoked. The Parties further agree that certification for purposes
23 of approving the Settlement Agreement is in no way an admission that class certification is proper
24 under the more stringent standard applied for litigation and that evidence of this limited stipulation
25 for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

26 **Settlement Administration:**

27 18. The Parties have agreed that ILYM Group, Inc. (“ILYM”), an experienced and
28 competent settlement administration company, will administer the settlement. A true and correct

1 copy of ILYM's credentials and bid for administrative services are attached hereto as **Exhibit C**.
2 Up to \$4,000 has been allocated to compensate ILYM for its work related to the administration.

3 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
4 **Litigation:**

5 19. Based on our independent investigation and evaluation, my colleagues and I believe
6 that settlement for the consideration and on the terms set forth in the Stipulation of Settlement is
7 fair, reasonable, and adequate and is in the best interest of the settlement class in light of all known
8 facts and circumstances, including the risk of significant delay, the risk the settlement class will not
9 be certified by the Court, and the defenses asserted by Defendant.

10 20. The proposed settlement class is ascertainable. In this case, the Class Members are
11 identifiable from Defendant's employment records, including records of those who signed
12 severance and release agreements. Further, the settlement class is sufficiently numerous to warrant
13 certification. According to Defendant's records, the Settlement Class is comprised of
14 approximately 51 individuals as of March 31, 2021 when Defendant shut down its California
15 operations.

16 21. The Class Members' claims all stem from a common source: Plaintiffs allege as to
17 all Class Members that Defendant violated the same Labor Code and Wage Order provisions in
18 connection with their work for Defendant. The same Labor Code and Wage Order violations are
19 alleged on behalf of all persons encompassed in the settlement class, including claims for: (1)
20 Failure to Pay All Minimum and Overtime Wages, (2) Failure to Provide Rest Periods or
21 Compensation in Lieu Thereof; (3) Failure to Provide Meal Periods or Compensation in Lieu
22 Thereof, (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement
23 Provisions, (5) Failure to Pay Wages Due at Separation of Employment, (6) Failure to Reimburse
24 Expenses, (7) Failure to Provide Accurate Itemized Wage Statements, and (8) Violation of Business
25 & Professions Code § 17200, et seq., and (9) Civil Penalties for Labor Code Violations set forth
26 above pursuant to § Labor Code 2699(a), based on the preceding claims. Plaintiffs seek on behalf
27 of all members of the Settlement Class the same legal remedies under the same state laws, all related

1 to their employment under alleged uniform policies and practices. Under these circumstances, the
2 commonality requirement is satisfied for purposes of certifying the settlement class for settlement.

3 22. The Proposed Class Representatives' claims are typical of the Class Members'
4 claims. In this case, the named Plaintiffs and proposed Class Representatives Maria Kuzminova
5 and Ryan Munoz are former non-exempt employees who were employed by Defendant in
6 California. Plaintiffs allege the same claims as those that they contend the members of the
7 Settlement Class would reasonably be expected to bring based on the course of conduct alleged
8 herein.

9 23. Plaintiffs have also demonstrated that they will aggressively and competently assert
10 the interests of the proposed Settlement Class; they have taken active roles in this litigation and
11 have no apparent conflicts with other class members. Plaintiffs participated actively in the
12 litigation, providing information and documents to assist their attorneys in pursuing their claims.

13 24. Prior to settlement, my colleagues and I created a comprehensive damage analysis
14 using sampling information obtained through informal discovery. This damage analysis reveals
15 that the negotiated settlement falls within a realistic range of recovery on class members' claims.

16 25. In the Actions, Plaintiffs assert that Ready Responders failed to compensate Class
17 Members for all time worked due to work performed off the clock. Specifically, Plaintiffs contend
18 that Defendant required Class Members to be physically present somewhere within their area of
19 coverage prior to starting their scheduled shift. Plaintiffs contend that since Defendant has no office,
20 Class Members drove and parked somewhere within the general area where their work was to be
21 performed and then waited in their car for dispatch to assign them a patient. Plaintiffs contend that
22 only after Class Members got to their coverage zone, were they permitted to clock in for work.
23 However, Plaintiffs contend that despite being under the control of Defendant, they were not paid
24 for the time they spent getting to the coverage zone. Plaintiffs estimates the time they spent waiting
25 to go to the coverage zone was approximately 10-15 minutes.

26 26. Plaintiffs claim that Defendant also failed to pay them for the time it took to drive
27 home from their last patient's location. The time would vary depending on location, but Plaintiffs
28 assert that it could be as much as an hour away-from where they lived. Thus, they would not be

1 paid for the hour long drive back home. Plaintiffs claim that employees were also supposed to
2 write reports for each patient visit, but because of their busy schedule, they frequently had to
3 complete the reports after their shift when they were not being paid. Moreover, Plaintiffs allege that
4 Defendant encouraged employees to complete reports off-the-clock. Plaintiffs estimate this claim
5 was only worth approximately \$46,298 if Plaintiffs proved full liability. Plaintiffs' potential
6 damages calculations include the 21 non-exempt employees who signed Severances and Release
7 and so are not part of the Settlement Class.

8 27. Plaintiffs acknowledge the risks associated with Plaintiffs' ability to prove these
9 claims. Defendant maintains that the off the clock claim would fail to be certified because it would
10 require a highly individualized inquiry into each employee's daily practices. Additionally,
11 Defendant maintains that the drive time to the putative class members' coverage zones at the
12 beginning of their shifts and the drive time back home at the end of employees' shifts was not
13 compensable because it was uncontrolled commute time. Defendant contends that it had a clear
14 off-the-clock no work policy as stated in its handbook and that putative class members were
15 directed to log all time worked, including time writing reports for each patient visit.

16 28. Plaintiffs further allege that Defendant failed to pay premium wages when
17 employees did not receive a lawful meal break or rest break. Plaintiffs allege that Defendant failed
18 to require Class Members to clock out for meal breaks in direct violation of Labor Code § 512.
19 Further, Plaintiffs contend neither meal nor rest breaks were scheduled. Plaintiffs contend that Class
20 Members were simply expected to take meal and rest breaks in between patients and that this
21 practice often resulted in Class Members frequently missing meal and rest breaks or taking them
22 late because they were busy with a patient. Moreover, Plaintiffs allege that when Class Members
23 tried to take a break, they would frequently be cut short because they would be called to visit another
24 patient. Plaintiffs also allege that when Class Members worked over 10 hours in a day, they never
25 received a third rest break or second meal break. Plaintiffs allege that when Class Members clocked
26 out at the end of their shift through the application on their phone, they were required to confirm
27 that they took their meal and rest breaks (even if they did not), or else, according to the client's
28 recollection, you wouldn't be able to clock out. -7-

1 29. Defendant argues that it maintains facially compliant meal and rest break policies
2 and that Class Members were provided the opportunity to take compliant meal and rest periods.
3 The mobile application that the putative class members used to record their daily time worked
4 included a method to clock in and out for off-duty meal breaks. Defendant contends that it never
5 prevented any of its employees from taking meal and rest breaks and that its employees understood
6 they were expected to take them. Defendant contends that the time records it provided Plaintiffs
7 indicate that putative class members regularly took compliant meal breaks. Plaintiffs also
8 acknowledge the risk in attempting to prove that class members failed to take rest breaks through
9 declarations and oral testimony. Based on the information provided, including a review of a sample
10 of Class Members' time and wage records, Plaintiffs estimated the maximum value of the meal
11 break claim to be approximately \$57,022 and the maximum value of the rest break claim to be
12 approximately \$132,254.

13 30. Plaintiffs asserted that Defendant violated Labor Code § 2802 by failing to
14 reimburse Class Members for mileage driven from their home to their coverage area, from their
15 coverage area to their first patient's home, and from their last patient's home back to their own
16 home. Class Members were only reimbursed for mileage when they drove from one patient's home
17 to another patient's home. Plaintiffs also asserted that Defendant failed to reimburse Class Members
18 for required use of their cell phones for work. Plaintiffs claim Class Members were expected to
19 download several applications on their personal cell phone to use for purposes related to the
20 performance of their job duties for Defendant. Defendant contends that there is no basis for this
21 claim on the merits because home to work commuting is not a business expense required to be
22 reimbursed under California law. Further, Defendant had an express policy permitting submissions
23 for business expense reimbursement through Expensify and provided company-purchased phones
24 to employees to use for work related needs shortly after its operations began in California. Plaintiffs
25 estimate damages in the amount of \$13,670 for this claim.

26 31. Plaintiffs also sought statutory penalties for non-compliant wage statements. This
27 is a derivative claim and therefore, recovery is necessarily dependent upon the success of the above
28 underlying claims. Given that, it is possible that Plaintiffs would not recover on these penalties at

1 all. Plaintiffs' expert valued the maximum value of this claim at approximately \$69,828 for 51
2 Class Members.

3 32. The PAGA claims alleged by Plaintiffs could be valued at up to \$103,600 assuming
4 one violation occurred in every pay period at the initial penalty rate and without stacking penalties,
5 as there is currently no California authority that provides for PAGA penalties to be stacked.
6 However, any recovery on these claims is also not certain. PAGA claims are discretionary, such
7 that the Court could decline to award their full value. They are also derivative, so Plaintiffs must
8 prevail on their underlying Labor Code claims to prevail on these claims. Finally, the Court may
9 award far less than the maximum value on these penalty claims, particularly if they approach or
10 exceed the value of the underlying wage claims.

11 33. A discount on the maximum value of Class Members' claims was required (and
12 warranted) to resolve the matter at this stage of the litigation. Most importantly, Defendant
13 demonstrated that it had strong defenses to Plaintiffs' claims. Defendant strongly contends that its
14 policies and practices do not violate any laws. It contends that it provided all required wages in a
15 timely manner. Based on Defendant's arguments and the information it provided to Plaintiffs, the
16 Parties were able to negotiate a resolution which compromises the claims of the Class Members for
17 fair consideration.

18 34. Plaintiffs' claims were not without their challenges. Class certification is a
19 substantial risk in any class action case. Here, while Plaintiffs maintain that the requirements of
20 class certification are met, Defendant proffers various arguments why class treatment is not
21 appropriate here, including but not limited to that individualized inquires among class members
22 predominate over common ones given that the putative class members were assigned to a wide
23 variety of clients and locations, the lack of records of rest break violations, and Defendant's facially
24 complaint meal and rest break policies. If Defendant was to defeat Plaintiffs' class certification
25 motion, there would be no class wide relief whatsoever, and most class members would likely not
26 file individual claims.

27 35. Plaintiffs also faced the risk of a loss on the merits on their claims. Plaintiffs' wage
28 statement claims, for example, are technical and primarily derivative of their underlying wage

1 claims. It is possible that the Court would find that Defendant substantially complied with the
2 requirements of Labor Code section 226(a) such that no penalties would be awarded. It is also
3 possible that the Court would agree with Defendant's position that its policies and practices
4 complied with the requirements of California law. In such a case, the value of most of Plaintiffs'
5 claims would be zero.

6 36. Based on the above, the total potential recovery would have been approximately
7 \$422,672. While this settlement recovered approximately 24% of the maximum potential, much of
8 that potential involves penalties subject to various risks, and when the recovery is analyzed per
9 shift, it yields a recovery of approximately \$18 per shift within the Class Period (\$100,000 divided
10 by the total number of shifts during the Class Period, 5,473). When the costs and risks of non-
11 certification and loss on the merits are considered, Plaintiffs' counsel are of the opinion that the
12 settlement reached is clearly a favorable one.

13 37. The settlement for each participating Class Member is fair, reasonable and adequate,
14 given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing
15 such litigation. The Settlement is the result of adversarial, non-collusive, and arms-length
16 negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation
17 of the law, risks, and all information substantiating the amount of penalties reasonably likely to be
18 awarded to the class were the trier of fact to find Defendant liable. The settlement shall finally
19 resolve all claims of the Class Members as alleged in the Action.

20 **Leave to File Consolidated Class and Representative Action Complaint:**

21 38. As part of this Settlement Agreement, the Parties seek to file a Consolidated Class
22 and Representative Action Complaint which adds Plaintiff Ryan Munoz to the Kuzminova action.
23 A true and correct copy of the proposed Consolidated Class and Representative Action Complaint
24 is attached hereto as **Exhibit B-2**.

25 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA):**

26 39. Concurrently with the filing of this Motion, my office is transmitting the Settlement
27 Agreement (and these approval documents) to the LWDA, in compliance with Labor Code §
28 2699(1)(2).

1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed this 12th day of January, 2022 at Calabasas, California
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5 Daniel F. Gaines
6 DANIEL F. GAINES
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. CIVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses two (2) related class and representative actions pending in Los Angeles County Superior Court: (1) *Kuzminova v. Ready Responders, Inc.*, Case No. 21STCV13080 (“Kuzminova Matter”); and (2) *Munoz v. Ready Responders, Inc.*, Case No. 21STCV07377 (“Munoz Matter”) (collectively the Matters are referred to as “The Lawsuits”).

This Agreement is entered into between Plaintiffs MARIA KUZMINOVA (“KUZMINOVA”) and RYAN MUNOZ (“MUNOZ”), individually, and as representatives for the alleged class and aggrieved employees described below (“Plaintiffs”), on one hand, and Defendant READY RESPONDERS, INC. (“Ready Responders” or “Defendant”), on the other hand.

The Parties intend this Agreement to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon Final Court approval and the payment of the consideration set forth herein, contains the essential terms of the Parties’ agreement. The Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

I. DEFINITIONS

1. Class Counsel

“Class Counsel” means GAINES & GAINES, APLC and JAMES HAWKINS APLC who, subject to Court approval, shall act as counsel for the Settlement Class.

2. Class Counsel Award

“Class Counsel Award” means attorneys’ fees and legal costs for Class Counsel’s litigation and resolution of the Lawsuits.

3. Class Information

“Class Information” or “Class Data” means information regarding Settlement Class Members that Defendant will compile from its records and provide to the Settlement Administrator in an excel spreadsheet, including each Settlement Class Member’s full name; last known address; social security number; dates of employment; and the total number of workweeks during which each Class Member performed work for Defendant during the Class Period.

4. Class Members or Settlement Class Members

“Class Member(s)” or “Settlement Class Member(s)” means all persons who were employed by Defendant as an hourly non-exempt employee in the State of California during the Class Period, who did not sign a “Separation Agreement and Waiver and Release of all Claims” related to Defendant’s shutdown of California operations in March 2021. Defendant represents there are approximately 51 Class Members.

5. Class Period

“Class Period” means the period from April 1, 2020 to March 31, 2021, which is the approximate period that Ready Responders had hourly non-exempt employees actively employed in California.

6. Class Representatives

“Class Representatives” means Plaintiffs Maria Kuzminova and Ryan Munoz, subject to Court approval.

7. Class Representatives’ Enhancement Award

“Class Representatives’ Enhancement Award” means the amount that the Court authorizes to be paid to each Plaintiff, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a general release with Defendant.

8. Class Representatives’ Released Claims

“Class Representatives’ Released Claims” means all known and unknown claims against

the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representatives’ relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representatives further covenant that they will not become a member of any other legal actions against the Releasees, as that term is defined, asserting any of Class Representatives’ Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law.

With respect to Class Representatives’ Released Claims, Class Representatives waive their rights under California Civil Code section 1542 which states:

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

9. Complaint

“Complaint(s)” means the operative complaints filed in the Lawsuits. A true and correct copy of the proposed Consolidated Class and Representative Action Complaint is attached hereto as Exhibit 2.

10. Court

“Court” means the California Superior Court for the County of Los Angeles.

11. Defendant

“Defendant” means Defendant Ready Responders, Inc.

12. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement Agreement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

13. Eligible Workweek

“Eligible Workweek” or “Eligible Workweeks” mean any workweek in which a Class Member worked for at least one day in California as an employee of Ready Responders in an hourly, non-exempt position during the Class Period, according to Ready Responder’s records.

14. Final Approval Hearing

“Final Approval Hearing” means the final hearing held by the Court to ascertain the fairness, reasonableness, and adequacy of the Settlement.

15. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

16. Individual PAGA Payment

“Individual PAGA Payment” means the pro rata share of the (25%) amount of the PAGA Payment allocated to the PAGA Settlement Group Members that each PAGA Settlement Group Member will receive, without regard to whether he or she is a Class Member or Participating Class Member.

17. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

18. Lawsuits

“Lawsuits” means the civil actions filed by Plaintiffs entitled *Kuzminova v. Ready Responders, Inc.*, Case No. 21STCV13080, Superior Court of California, County of Los Angeles and *Munoz v. Ready Responders, Inc.*, Case No. 21STCV07377, Superior Court of California, County of Los Angeles.

19. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

20. LWDA PAGA Payment

“LWDA PAGA Payment” means the payment to be made to the LWDA as its 75% share of the PAGA Payment under the Settlement.

21. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less the Court-approved Class Counsel Award, Class Representatives’ Enhancement Awards, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the total class settlement amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

22. Notice of Class and Representative Action Settlement

“Notice of Class and Representative Action Settlement” means the notice approved by the Parties and subject to Court approval, substantially in the form of Exhibit I hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

23. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

24. PAGA Payment

“PAGA Payment” means the payment in the amount of \$10,000, or other amount ordered by the Court, to be paid out of the Total Settlement Amount for PAGA penalties.

25. PAGA Settlement Group Member

“PAGA Settlement Group Member(s)” refers to all persons who were employed by Defendant as an hourly non-exempt employee in the State of California at any time from April 1, 2020 to March 31, 2021, regardless of whether they are also a Class Member or Participating Class Member. Each PAGA Settlement Group Member will be paid an Individual PAGA Payment.

26. PAGA Release

“PAGA Release” shall mean any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations pled in the original and amended Complaints in the Litigation and the LWDA notices. Class Members who opt out of the Settlement will still be bound by the PAGA Release. The period of the PAGA Release will be from April 1, 2020 through May 31, 2021.

27. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

28. Parties

“Parties” means Plaintiffs and Defendant, collectively.

29. Plaintiffs

“Plaintiffs” means named Plaintiffs Maria Kuzminova and Ryan Munoz.

30. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

31. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for

signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendant shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

32. Released Claims

“Released Claims” shall mean any and all claims and/or causes of action under any state, local or federal law or administrative order by Participating Class Members against Released Parties that were or could have been pled based on the allegations of the original and amended Complaints in the Lawsuits and the Plaintiffs’ LWDA notices, whether known or unknown, including but not limited to, any claim for: (1) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 510, 558, 1194, & 1194.2; (2) Failure To Pay Overtime Premium Pay in Violation of Labor Code §§ 510, 558, and 1194; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1194, 1198, and IWC Wage Order 9-2001 § 11; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 226.7, 512, and IWC Wage Order 9-2001 § 12; (5) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code § 2802; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Labor Code §§ 226(a), (e), and (h), and 226.3; (7) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204; (8) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.*; and (9) claims for PAGA Penalties (Cal. Labor Code §§ 2698 *et seq.*) based on such alleged violations, any derivative claims under the Fair Labor Standards Act (“FLSA”) or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties,

liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The period of the Released Claims will be from April 1, 2020 through May 31, 2021.

33. Released Parties

"Released Parties" or "Releasees" means Defendant and any of its former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees. This definition includes, but is not limited to, Ready Responders California, P.C.

34. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address, and a statement electing to be excluded from the Class Settlement. Specific details of how to submit a "Request for Exclusion" will be provided by the Class Notice. However, such Class Members will still receive an Individual PAGA Payment and be bound by the terms of the PAGA Release.

35. Response Deadline

"Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class and Representative Action Settlement to Settlement Class Members, which is the last date on which Settlement Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice.

36. Settlement

"Settlement" or "Settlement Agreement" means this Class and Representative Settlement Agreement and Release.

37. Settlement Administrator

“Settlement Administrator” means ILYM Group, Inc., the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

38. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

39. Total Settlement Amount

“Total Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of \$100,000 and includes, without limitation: the Individual Settlement Payments to Participating Class Members; PAGA Payment; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Awards to Plaintiffs Maria Kuzminova and Ryan Munoz as approved by the Court; and a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court. Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the 25% portion of the Individual Settlement Payments allocated to wages shall be made by Defendant, separate and apart from the Total Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Stipulation.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class certification will become null and void.

2. Procedural History.

On February 24, 2021, Plaintiff Munoz initiated the Munoz Matter by filing a Complaint in the Los Angeles Superior Court. On May 3, 2021, Plaintiff Munoz filed a First Amended Complaint. The Munoz Matter alleges class and PAGA claims against Defendant Ready Responders, Inc. for: (1) Failure to Pay Wages Including Overtime, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest Periods, (4) Failure to Pay Timely Wages, (5) Failure to Provide Accurate Itemized Wage Statements, (6) Violation of Business & Professions Code § 17200, et seq., and (7) Civil Penalties for Labor Code Violations set forth above pursuant to § Labor Code 2699(a).

On April 6, 2021, Plaintiff Kuzminova initiated the Kuzminova Matter by filing a Complaint in the Los Angeles Superior Court. The Kuzminova matter is pled as a class action and representative PAGA action and alleges the following claims against Defendant Ready Responders, Inc. for: (1) Failure to Pay All Minimum and Overtime Wages, (2) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof, (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions, (5) Failure to Pay Wages Due at Separation of Employment, (6) Failure to Reimburse Expenses, and (7) Violation of Business & Professions Code § 17200, et seq., and (8) Civil Penalties for Labor Code Violations set forth above pursuant to § Labor Code 2699(a).

The Parties had early settlement discussions and negotiations. As part of the discussions, before any agreement was negotiated, Plaintiffs requested and Defendant produced extensive documentation including time and pay data, policy documents, class size information, information

on the number of pay periods and workweeks, information on the number of California non-exempt employees who signed Severances and Releases and information regarding the hourly rates. In short, Defendant provided informal discovery sufficient to enable the Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Lawsuits. Defendant contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Settlement Class Members' and PAGA Settlement Group Members' employment. Nevertheless, Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendant, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Lawsuit, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Lawsuits on the terms set forth herein.

3. Benefits of Settlement to Class Members.

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuits, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs and Class Counsel have considered Defendant's agreement to enter into a settlement that confers substantial relief upon the members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, numerous potential appellate issues, and other risks inherent in litigation.

4. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties, especially for a class of less than 70 employees. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiffs and Settlement Class Members and PAGA Settlement Group Members. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendant continues to contend that they are not liable for any of the claims set forth by Plaintiffs in the Lawsuits, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Lawsuits. Defendant contends that they have complied with all applicable state, federal, and local laws.

5. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by Defendant as to the merits of any of the claims asserted in this Lawsuit.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, the Participating Class Members, including Plaintiffs, release the Released Parties from the Released Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment sent to his or her last known address or cashes and deposits any check for the Individual Settlement Payment.

2. **PAGA Release as to All Members of PAGA Settlement Group.**

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, all PAGA Settlement Group Members release the Released Parties from the PAGA Release.

3. **Release of Claims by Plaintiffs.**

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, Named Plaintiffs release for themselves only the Released Parties from all of the Class Representatives' Released Claims. Plaintiffs' releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiffs expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant.

4. **Tax Treatment.**

All Individual Settlement Payments shall be allocated as follows: 30% as wages and expenses, and 70% as penalties and interest. The 30% portion of Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement

Administrator on behalf of the Qualified Settlement Fund. Individual PAGA Payments shall be treated 100% as non-wage payments for alleged penalties and shall not be subject to any withholdings or deductions. The Settlement Administrator shall issue I.R.S. Form 1099 if required for all non-wage payments. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages and expenses, which amount shall be paid separately from the Total Settlement Amount. Plaintiffs and any Class Member who receives any Individual Settlement Payment should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments they receive under the Settlement.

5. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

6. Preliminary Approval of Settlement.

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the Settlement Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiffs shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) preliminarily approving the proposed Settlement; (ii) allowing the filing of the proposed Consolidated Class and Representative Action Complaint; and (iii) setting a date for Final Approval. Class Counsel agrees to provide Counsel for Defendant with drafts of the Motion for Preliminary Approval and any other documents they intend to submit in support of their Motion for Preliminary Approval at least seven days before filing to allow Counsel for Defendant a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendant. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. On the same date on which the Settlement is filed with the Court, Class Counsel shall concurrently submit it to the LWDA in compliance with PAGA. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the Preliminary Approval Order.

7. Settlement Administrator.

Within twenty-one (21) calendar days of the Court granting Preliminary Approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Settlement Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that

relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever the Defendant and will only be used to administer the Settlement under the terms provided herein.

No later than three (3) calendar days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Settlement Class Members on the list.

a. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will mail copies of the Notice of Class and Representative Action Settlement to all Settlement Class Members via regular First-Class U.S. Mail. The form of the proposed Notice of Class Action Settlement will be agreed to by the parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty

(20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments.

Settlement Class Members who disagree with the number of Eligible Workweeks stated on their Notice of Class Action Settlement derived from the Class Information may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Participating Class Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Settlement Class Members and the Parties. Defendant's records will be given a rebuttable presumption of accuracy.

d. 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 the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

Individuals who fall within the definition of the Settlement Class may choose to exclude themselves as Participating Class Members. The Notice of Class Action Settlement shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name and address of the Settlement Class Member requesting exclusion; (2) contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark

on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any such persons who exclude themselves from the Settlement will not receive an Individual Settlement Payment and will not be bound by the Released Claims, but will be bound by the PAGA Release and will be sent their Individual PAGA Payment.

Every Class Member who does not validly and timely exclude themselves shall be deemed a Participating Class Member. The Parties' counsel shall receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10) calendar days after the Response Deadline.

f. Objections.

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the objecting Settlement Class Member; (2) the basis for the objection; and (3) whether the Settlement Class Member intends to appear at the final approval hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Period Deadline. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived

any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

8. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

9. Funding of the Qualified Settlement Fund.

No later than five (5) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Total Settlement Amount (\$100,000) into the QSF. The Settlement Administrator will also inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than ten (10) calendar days after the Effective Date, Defendant shall fund the QSF.

10. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representatives' Enhancement Awards, PAGA Payment, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Amount is \$42,435.68. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$100,000.00
Requested Class Rep. Enhancement Awards:	\$10,000.00
Requested Class Counsel Fees:	\$33,333.33
Requested Class Counsel Costs:	\$4,230.99
PAGA Payment:	\$10,000

Settlement Administrator Costs:	\$4,000
Net Settlement Amount	\$42,435.68

This is a non-reversionary Settlement in which Defendant will pay the entire Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendant. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be returned to the Net Settlement Amount and distributed to the Settlement Class.

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula as follows: (i) First, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all participating Class Members collectively during the Class Period; this sum shall be known as the Workweek Total; (ii) Second, the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) Third, the Settlement Administrator will multiply the number of Eligible Workweeks of a Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member's Individual Settlement Payment.

Settlement Class Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability to any Settlement Class Members of any portion of the Settlement Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representatives' Enhancement Awards to the Class Representatives. The Notice will advise each

Class Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendant, the Class Representatives, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) days after Defendant fully funds the settlement.

11. Individual PAGA Payments

The Individual PAGA Payment will be an equal payment to all PAGA Settlement Group Members, calculated as follows: 25% of the PAGA Payment divided by the number of PAGA Settlement Group Members. If any additional amount is ordered by the Court to be paid for PAGA civil penalties the court-ordered PAGA Payment shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount.

12. Unclaimed Settlement Payment(s).

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired checks ("Unclaimed Settlement Payments") shall be deposited to the State of California Unclaimed Property Fund in the name of each person who did not cash his or her check or checks.

13. Class Representatives' Enhancement Awards.

Defendant agrees not to oppose or object to Plaintiffs' application to the Court for Class Representatives' Enhancement Awards of up to \$5,000 each. The Class Representatives' Enhancement Awards shall be paid to Plaintiffs from the Total Settlement Amount no later than fifteen (15) days after Defendant fully funds the settlement. The Class Representatives'

Enhancement Awards shall be in addition to the Plaintiffs' Individual Settlement Payments as Settlement Class Members. Any amount requested by Plaintiffs for the Class Representatives' Enhancement Awards and not granted by the Court shall return to the Net Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.

14. Class Counsel Award.

Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees in the amount of up to thirty-three and one-third percent (\$33,333.33) of the Total Settlement Amount. Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, to be paid from the Total Settlement Amount, not to exceed \$4,230.99. Class Counsel shall be paid the Class Counsel Award by the Settlement Administrator no later than seven (7) days after Defendant fully funds the settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall be included in the Net Settlement Fund and be distributed to Participating Class Members as provided in this Agreement. Class Counsel have entered into a fee sharing agreement, consented to in writing by the Named Plaintiffs, which complies with the requires of California law.

15. Settlement Administrator Costs.

The Parties agree to allocate up to \$4,000 of the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the

appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

a. Responsibilities of the Settlement Administrator.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the data provided by Defendant to calculate each Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Class Members and mailing the Class Notice out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members as directed by the Court; receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, and Participating Class Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Class Members' Individual Settlement Amounts; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

16. Payment to the LWDA.

Seventy-five percent (75%) of the PAGA Payment will be paid by the Settlement Administrator to the LWDA from the funding of the Total Settlement Amount. Any additional amount ordered by the Court to be paid to as the PAGA Payment shall be paid from the Total

Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount.

17. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine whether the Settlement will be finally approved, including the requested Class Counsel Award, the requested Class Representatives' Enhancement Awards, the PAGA Payment, and Settlement Administrator Costs.

18. Final Approval Order.

The Parties will request that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. The proposed Final Approval Order will certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; approve the PAGA Settlement and PAGA Payment; address other terms of the settlement; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representatives' Enhancement Awards, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Final Approval at least seven days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendant. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the Final Approval Order.

19. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement despite the

reasonable efforts of the Parties; (ii) the Court denies final approval of the Settlement despite the reasonable efforts of the Parties; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that event, any fees already incurred by the Settlement Administrator shall be split equally by the Parties.

To the extent that more than seven (7) Settlement Class Members submit valid Requests for Exclusion, Defendant has the option to nullify this settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant terminating the Settlement.

Defendant represents that the Class Members worked no more than 2,071 Eligible Workweeks during the Class Period. If the number of Eligible Workweeks increases by more than Ten Percent (10%), then the Total Settlement Amount will increase proportionately with the increase over the ten percent threshold.

20. Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in these Lawsuits.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if the Class had never been certified. The

Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that (i) a class action should be certified or not decertified; (ii) either matter may proceed as a representative action; or (iii) Defendant has any obligation or liability to Plaintiffs or any Settlement Class Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

21. Confidentiality Provision

The Parties agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the Parties will agree to make no comments to the media, issue any press release, or otherwise publicize the terms of the settlement, except that in response to media inquiries the Parties may refer the inquirer to the Settlement documents filed in Court. To the extent there are questions, the Parties will confer as to appropriate statements, if any, to be made. Both Plaintiffs have been advised to keep this Settlement confidential until preliminary approval is granted.

22. No Effect on Employee Benefits.

Amounts paid to Plaintiffs and Participating Class Members or PAGA Settlement Group members pursuant to this Settlement Agreement shall be deemed not to have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.), if any, for which Plaintiffs or Participating Class Members or PAGA Settlement Group Members were eligible during their employment.

23. No Admission by Defendant.

Defendant denies any and all claims alleged in these Lawsuits and deny all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against

Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

24. Representation.

All Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Class Counsel represent that they do not currently represent any current or former employee who worked for Defendant in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendant. Class Counsel also represent that Class Counsel have not used any information obtained in the Lawsuits to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant.

25. Exhibits and Headings.

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. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

26. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree that the Lawsuits shall be stayed in their entirety except for the proceedings necessary to implement and complete the Settlement.

27. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

28. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire Agreement among these

Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

29. Authorization to Enter into Settlement 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 actions 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. In the event 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. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to do so. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

30. 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.

31. California Law Governs.

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

32. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

33. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6 and as otherwise allowed by law, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

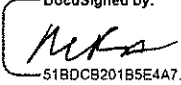
34. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members and PAGA Settlement Group Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: января 11, 2022

By: 
51BDCB201B5E4A7...

MARIA KUZMINOVA

Dated: _____

By: _____
RYAN MUNOZ

Dated: _____

READY RESPONDERS, INC.
By: _____
Print Name: _____

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

33. Jurisdiction of the Court.

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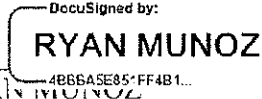
WHEREFORE, Plaintiffs, on behalf of themselves and the Settlement Class Members and PAGA Settlement Group Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

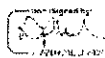
By: _____
MARIA KUZMINOVA

Dated: 1/12/2022

By:  _____
RYAN MUNOZ

Dated: 1/11/2022

READY RESPONDERS, INC.

By:  _____

Print Name: Stephanie Noriega

Title: General Counsel

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

33. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6 and as otherwise allowed by law, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

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IT IS SO AGREED:

Dated: _____

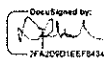
By: _____
MARIA KUZMINOVA

Dated: _____

By: _____
RYAN MUNOZ

Dated: 1/11/2022

READY RESPONDERS, INC.

By:  _____

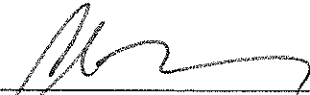
Print Name: Stephanie Noriea

Title: General Counsel

APPROVED AS TO FORM AND CONTENT:

Dated: 1/12/22

GAINES & GAINES APLC

By: 
Daniel E. Gaines
Alex P. Katofsky
Evan S. Gaines
Attorneys for Plaintiff Maria Kuzminova and
the Proposed Class

Dated: January 12, 2022

JAMES HAWKINS APLC

By: 
James R. Hawkins
Gregory Mauro
Michael Calvo
Attorneys for Plaintiff Ryan Munoz and the
Proposed Class

Dated: January 11, 2022

MORGAN, LEWIS & BOCKIUS LLP

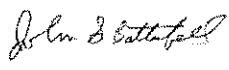
By: 
John S. Battenfeld
Eldrin A. Masangkay
Attorneys for Defendant Ready Responders,
Inc.

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RYAN MUNOZ and MARIA KUZMINOVA,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

READY RESPONDERS, INC., a Louisiana
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO: 21STCV13080
Consolidated with Case No. 21STCV07377

Assigned to the Hon. Yvette M. Palazuelos

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A class and representative action settlement will provide \$100,000 (the “Total Settlement Amount”) to pay claims to all persons who were employed by Defendant Ready Responders, Inc. as an hourly non-exempt employee in the State of California during the period from April 1, 2020 through March 31, 2021 (the “Class Period), *who did not sign a “Separation Agreement and Waiver and Release of all Claims” related to Defendant’s shutdown of California operations in March 2021* (the “Settlement Class”).
- The settlement resolves two related class and representative action lawsuits filed in Los Angeles County Superior Court, entitled *Maria Kuzminova v. Ready Responders, Inc.*, Case No. 21STCV13080 and *Ryan Munoz v. Ready Responders, Inc.*, Case No. 21STCV07377 (collectively “the Lawsuits”). Plaintiffs in the Lawsuits allege that Defendant failed to pay all wages due, including minimum, regular, and overtime wages; provide compliant meal and rest periods or premium compensation in lieu thereof; timely issue final wages upon separation of employment; issue accurate and complete itemized wage statements; and reimburse employee business expenses. The Plaintiffs of the Lawsuits also bring a claim for civil penalties under California’s Labor Code Private Attorneys General Act (“PAGA”). The Lawsuits have been consolidated into one Action.
- Defendant denies liability for all claims. It is Defendant’s position that, if the Lawsuits were to be litigated, class certification would be inappropriate. The Parties disagree on how much money could have been awarded if employees won at trial.
- The Settlement avoids costs and risks of continuing the Lawsuits; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.

- Lawyers for the employees will ask the Court to award them up to \$33,333.33 as attorneys' fees and \$4,230.99 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the Total Settlement Amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: (described in more detail on page 7 of this document)	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement but will nonetheless be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection, as detailed below.
Appear at Final Approval Hearing	Appear at the Final Approval Hearing in Court to object to the Settlement or to request to speak about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of two consolidated class and representative action Lawsuits, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may a Settlement Class Member on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On February 24, 2021 and April 6, 2021, former employees, Ryan Munoz and Maria Kuzminova ("Plaintiffs") respectively filed lawsuits against Ready Responders, Inc. ("Defendant"). As amended, their consolidated lawsuit alleges violations of the California Labor Code and California Business and Professions Code. They seek to certify the Settlement Class and to pursue civil penalty claims pursuant to the Private Attorneys General Act, Labor Code section 2698 *et seq.* ("PAGA") against Defendant on behalf of PAGA Settlement Group Members. Specifically, the lawsuit alleges that members of the Class were not paid all wages due, including minimum, regular, and overtime wages; were not provided all compliant meal and rest periods or premium compensation in lieu thereof; were not timely issued final wages upon separation of employment; were not issued accurate and complete itemized wage statements; and were not reimbursed for all business expenses incurred. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies

all of the claims in the lawsuit and denies that it owes Settlement Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the Parties are:

Plaintiffs' Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301
Phone: (866) 550-0855

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Phone: (949) 387-7200

Defendant's Attorneys

John S. Battenfeld, Esq.
Eldrin A. Masangkay, Esq.
Morgan, Lewis & Bockius LLP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Phone: (213) 612-2500

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs believe they would have prevailed on their claims at a trial. Defendant believes Plaintiffs would not have prevailed and that the Court would have ruled that Plaintiffs' claims are meritless. Furthermore, Defendant does not believe that Plaintiffs would have won anything from a trial. There has been no trial. Instead, both sides have conducted detailed investigations and analysis of the facts and applicable law. Both sides agreed to a settlement, which is memorialized in the Class and Representative Action Settlement Agreement and Release ("Settlement Agreement" or "Stipulation of Settlement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiffs and Plaintiffs' Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Settlement Class members.

B. Who is in the Settlement Class?

The "Settlement Class" is defined as all persons who were employed by Defendant Ready Responders, Inc. as an hourly non-exempt employee in the State of California during the period from April 1, 2020 through March 31, 2021, who did not sign a "Separation Agreement and Waiver and Release of all Claims" related to Defendant's shutdown of California operations in March 2021. All members of the Settlement Class are also members of the "PAGA Settlement Group," defined in the Agreement as "all persons employed by Defendant as hourly non-exempt employees in the State of California from April 1, 2020 to March 30, 2021, regardless of whether they are also Class Members or Participating Class Members." Thus, each Settlement Class Member will receive a PAGA payment ("Individual PAGA Payment") and is bound by the PAGA Release, even if he or she chooses to opt out of the Settlement.

C. What does the Settlement provide?

1. Total Settlement Amount.

The Settlement provides that Defendant will pay One Hundred Thousand Dollars (\$100,000.00) (the "Total Settlement Amount") to settle the lawsuit.

2. Net Settlement Amount.

The "Net Settlement Amount" is the portion of the Total Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims ("Participating Settlement Class Members"). The Net Settlement Amount is the Total Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Settlement Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed \$33,333.33

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$4,230.99.

(c) **Service Payment to the Class Representatives** in an amount set by the Court, not to exceed \$5,000 each (\$10,000 total).

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$4,000, for administering the settlement; and

(e) **PAGA Payments** in the total amount of \$10,000 for the settlement of claims arising under the PAGA. Seventy-Five percent (75%), or \$7,500, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining Twenty-Five percent (25%), or \$2,500, will be distributed equally to all PAGA Settlement Group Members (approximately \$_____ each) for the release of their claims arising under PAGA

3. Individual Payment Amount and Individual PAGA Payment.

If you choose to participate in the class settlement, your share of the Net Settlement Amount will be determined by the formula detailed in Section E below. You will also receive an Individual PAGA Payment in the approximate amount of \$_____ each, whether or not you choose to participate in the class settlement.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

As of the Effective Date as defined in the Settlement Agreement, and subject to Defendant's full payment of all consideration due hereunder, the Participating Class Members, including Plaintiffs, release the Released Parties from the Released Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment sent to his or her last known address or cashes and deposits any check for the Individual Settlement Payment.

As of the Effective Date as defined in the Settlement Agreement, and subject to Defendant's full payment of all consideration due hereunder, all PAGA Settlement Group Members release the Released Parties from the PAGA Release.

The "Released Claims" are any and all claims and/or causes of action under any state, local or federal law or administrative order by Participating Class Members against Released Parties that were or could have been pled based on the allegations of the original and amended Complaints in the Lawsuits

and the Plaintiffs' LWDA notices, whether known or unknown, including but not limited to, any claim for: (1) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 510, 558, 1194, & 1194.2; (2) Failure To Pay Overtime Premium Pay in Violation of Labor Code §§ 510, 558, and 1194; (3) Failure To Provide Meal Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1194, 1198, and IWC Wage Order 9-2001 § 11; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 226.7, 512, and IWC Wage Order 9-2001 § 12; (5) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code § 2802; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Labor Code §§ 226(a), (e), and (h), and 226.3; (7) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204; (8) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, et seq.; and (9) claims for PAGA Penalties (Cal. Labor Code §§ 2698 et seq.) based on such alleged violations, any derivative claims under the Fair Labor Standards Act ("FLSA") or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The period of the Released Claims will be from April 1, 2020 through May 31, 2021.

The "Released Parties" are Defendant and any of its former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees. This definition includes, but is not limited to, Ready Responders California, P.C.

The "PAGA Release" is any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations pled in the original and amended Complaints in the Litigation and the LWDA notices. Class Members who opt out of the Settlement will still be bound by the PAGA Release. The period of the PAGA Release will be from April 1, 2020 through May 31, 2021.

E. How Is My Share Of The Settlement Calculated?

As to Settlement Class Members, Individual Settlement Payments will be paid pursuant to the settlement formula as follows: (i) First, the Settlement Administrator will compute the total number of Eligible Workweeks (any workweek in which a Class Member worked for at least one day in California as an employee of Ready Responders in an hourly, non-exempt position during the Class Period, according to Ready Responder's records) of all Participating Class Members collectively during the Class Period; this sum shall be known as the Workweek Total; (ii) Second, the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) Third, the Settlement Administrator will multiply the number of Eligible Workweeks of a Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member's Individual Settlement Payment. The Settlement covers all workweeks from April 1, 2020 through March 31, 2021 in which a Settlement Class Member worked for Defendant in California.

Settlement Class Members will also be paid an Individual PAGA Payment, which is an equal share of the \$2,500 PAGA Payment allocated evenly to all PAGA Settlement Group Members. Settlement Class Members will receive their portion of the PAGA Payment regardless of their decision to opt out of the class settlement (i.e., Class Members who opt out will nevertheless receive their Individual PAGA Payment).

You are credited with [_____] workweeks during which you worked for at least one day in California as an employee of Ready Responders in an hourly, non-exempt position during the period April 2, 2020 and May 31, 2021, and you are entitled to an Individual Settlement Payment of approximately \$[_____] if you do not opt out of the class settlement and a PAGA payment of _____, regardless of whether you opt out of the settlement. These amounts are all subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____, 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant.

For tax purposes, each Individual Settlement Payment will be apportioned (a) 30% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 70% as penalties and interest (reported on an IRS Form 1099, if required). Individual PAGA Payments will be reported as penalties and reported on an IRS Form 1099, if required. All Individual Settlement Payments paid to Settlement Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on _____, at _____ a/p.m., in the Courtroom of Judge Yvette M. Palazuelos of the Los Angeles County Superior Court, Department 9, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement, including the PAGA settlement, should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiffs' Attorneys; and (v) the amount that should be awarded to Plaintiffs as service payments. At the Final Settlement Hearing, the Court will hear all properly filed objections by Settlement Class Members, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. You may object in person at the Settlement at this Final Approval Hearing as well.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. Your settlement payments will be mailed to you following final approval of the Settlement by the Court. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than _____. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing or in person at the Final Approval Hearing.

Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator at [Settlement Administrator address] and be postmarked no later than _____. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the objecting Settlement Class Member; (2) the basis for the objection; and (3) whether the Settlement Class Member intends to appear at the final approval hearing. Class Counsel will ensure that any Notice of Objection timely sent to the Settlement Administrator is filed with the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than _____. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT AND RELEASE OF NON-PAGA CLAIMS**

You have a right to exclude yourself ("opt out") from the Settlement Class and release of non-PAGA claims, but if you choose to do so, you will not receive any benefits from the proposed settlement. However, you will still receive your Individual PAGA Payment because the Request for Exclusion does not apply to this claim. With the exception of the PAGA Release, if you submit a request for exclusion, you will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by sending a letter to the Settlement Administrator at [Settlement Administrator address], postmarked no later than _____, which must set forth your name, present address, and a statement that you are electing to be excluded from the Class Settlement. The Request for Exclusion shall not be effective as to the release of claims rising under PAGA, and Class Members who opt-out of the Settlement will nevertheless release Released Claims that arise under PAGA.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Class and Representative Action Settlement Agreement and Release" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

1 DANIEL F. GAINES, ESQ. SBN 251488
2 daniel@gaineslawfirm.com
3 ALEX P. KATOFISKY, ESQ. SBN 202754
4 alex@gaineslawfirm.com
5 EVAN S. GAINES, ESQ. SBN 287668
6 evan@gaineslawfirm.com
7 **GAINES & GAINES, APLC**
8 27200 Agoura Rd., Suite 101
9 Calabasas, CA 91301
10 Telephone: (818) 703-8985
11 Facsimile: (818) 703-8984

12 Attorneys for Plaintiff MARIA KUZMINOVA, on behalf of herself and a class of similarly
13 situated employees

14 ***Additional Counsel Listed on Next Page

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 MARIA KUZMINOVA and RYAN MUNOZ,
18 individually and on behalf of all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 READY RESPONDERS, INC., a Delaware
23 Corporation; and DOES 1-10, inclusive,

24 Defendants.

CASE NO.: 21STCV13080
Consolidated with Case No. 21STCV07377
Hon. Judge: Yvette M. Palazuelos

**CONSOLIDATED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194
2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512
3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512
4. Failure to Pay Timely Wages Required by Labor Code § 203
5. Failure to Provide Accurate Itemized Wage Statements Required by Labor Code § 226
6. Failure to Indemnify Necessary Business Expenses Required by Labor Code § 2802
7. Violation of Business & Professions Code § 17200, et seq.
8. Private Attorneys General Act of 2004 ("PAGA")

DEMAND FOR JURY TRIAL

1 JOSEPH TOJARIEH, ESQ. SBN 265492

jft@stonebrooklaw.com

2 **STONEBROOK LAW**

10250 Constellation Boulevard, Suite 100

3 Los Angeles, California 90067

Telephone: (310) 553-5533, ext. 1001

4 Facsimile: (310) 553-5536

5 Attorneys for Plaintiff MARIA KUZMINOVA, on behalf of herself and a class of similarly
6 situated employees

JAMES HAWKINS APLC

7 James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

8 Michael Calvo, Esq. (#314986)

9880 Research Drive, Suite 200

9 Irvine, CA 92618

Tel.: (949) 387-7200

10 Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

11 Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

12 **MJB LAW GROUP, APC**

13 Michael J. Berry, Esq. (#303519)

2082 Business Center Dr., Ste. 255

14 Irvine, CA 92612

Tel: (949) 266-0880

15 Fax: (949) 266-0890

Email: michael@mjbfirm.com

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17 Attorneys for Plaintiff RYAN MUNOZ,
18 individually and on behalf of all others similarly situated
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1 Plaintiffs MARIA KUZMINOVA and RYAN MUNOZ ("Plaintiffs"), individually and on
2 behalf of all others similarly situated (hereinafter collectively referred to as the "Class" or "Class
3 Member"), hereby files this Complaint against Defendants READY RESPONDERS, INC., and
4 DOES 1-50, inclusive (collectively "Defendants") and alleges on information and belief as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This class and representative action is brought pursuant to California Code of Civil
7 Procedure §382. The monetary damages and restitution sought by Plaintiff exceed the minimum
8 jurisdiction limits of the California Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California Constitution
10 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
11 those given by statute to other courts. The statutes under which this action is brought do not give
12 jurisdiction to any other court.

13 3. This Court has jurisdiction over Defendant because, upon information and belief,
14 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
15 avails itself of the California market so as to render the exercise of jurisdiction over it by the
16 California Courts consistent with traditional notions of fair play and substantial justice.

17 4. The California Superior Court also has jurisdiction in this matter because the individual
18 claims of the members of the Classes herein are under the seventy-five thousand dollar (\$75,000.00)
19 jurisdictional threshold for Federal Court and the aggregate claim, including attorneys' fees, is under
20 the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further,
21 there is no federal question at issue, as the issues herein are based solely on California statutes and law,
22 including the Labor Code, IWC Wage Orders, CCP, California Civil Code ("CC") and B&PC.

23 5. Venue is proper in this Court because upon information and belief, one or more of
24 the Defendants, reside, transact business, or have offices in this County and/or the acts or omissions
25 alleged herein took place in this County.

26 **II. PARTIES**

27 6. Plaintiff, RYAN MUNOZ, was at all times relevant to this action, a resident of
28 California. Plaintiff was employed by Defendants in approximately May 2020 as a Non-Exempt

1 Employee and worked during the liability period for Defendants as a Paramedic, until his separation
2 from Defendants' employ in approximately December 2020.

3 7. Plaintiff MARIA KUZMINOVA was employed by Defendants from April 2020 to
4 June 2020 as non-exempt employee in Los Angeles, California. During her work with Defendants,
5 Plaintiff was:

- 6 a. Willfully denied the payment of all minimum and overtime wages due;
- 7 b. Willfully denied rest periods or compensation in lieu thereof;
- 8 c. Willfully denied meal periods or compensation in lieu thereof;
- 9 d. Willfully denied the payment of all expense reimbursement due;
- 10 e. Willfully denied accurately itemized wage statements; and
- 11 f. Denied the timely payment of wages upon separation of her employment

12 8. Defendants READY RESPONDERS, INC., operates as a telemedicine health
13 group providing healthcare services such as paramedics, EMTs, and nurses to various clients across
14 the United States, including California. Plaintiff estimates there are in excess of 100 Non-Exempt
15 Employees who work or have worked for Defendants over the last four years.

16 9. Other than identified herein, Plaintiffs are unaware of the true names, capacities,
17 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
18 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally
19 responsible for the wrongful conduct alleged herein and therefore sues these defendants by such
20 fictitious names. Plaintiffs will amend this complaint when their true names and capabilities are
21 ascertained.

22 10. Plaintiffs are informed and believe and thereon allege that each defendant, directly
23 or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
24 and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and
25 believe and thereon allege that each Defendant acted in all respects pertinent to this action as the
26 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
27 pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.
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1 **III. CLASS ACTION ALLEGATIONS**

2 11. Plaintiff brings this action individually and on behalf of all others similarly
3 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are
4 defined as follows:

5 All persons who were employed by Defendant as an hourly non-exempt employee in
6 the State of California during the Class Period, who did not sign a "Separation
7 Agreement and Waiver and Release of all Claims" related to Defendant's shutdown
of California operations in March 2021.

8 12. Plaintiffs reserve the right under California Rule of Court 3.765(b) and other
9 applicable laws to amend or modify the class definition with respect to issues or in any other ways.
10 Plaintiff is a member of the Class as well as each of the Sub-Classes.

11 13. The term "Class" includes Plaintiffs and all members of the Class and each of the
12 Sub-Classes, if applicable. Plaintiffs seek class-wide recovery based on the allegations set forth in
13 this complaint.

14 14. There is a well-defined community of interest in the litigation and the proposed
15 Class is easily ascertainable through the records Defendants are required to keep.

16 15. Numerosity. The members of the Class are so numerous that individual joinder
17 of all of them as plaintiffs is impracticable. While the exact number of the Class members is
18 unknown to Plaintiff at this time, Plaintiffs are informed and believe and thereon allege that there
19 are at least 100 (one hundred) Class members.

20 16. Commonality. Common questions of law and fact exist as to all Class members
21 and predominate over any questions that affect only individual members of the Class. These
22 common questions include, but are not limited to:

23 i. Whether Defendants failed to pay minimum wage compensation to Plaintiffs
24 and Class Members for all hours worked;

25 ii. Whether Defendants failed to accurately pay overtime to Plaintiffs and Class
26 Members;

27 iii. Whether Defendants violated Labor Code sections 226.7, 512, and applicable
28

1 IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiffs and Class
2 Members for every four hours or major fraction thereof worked and failing to compensate said
3 employees one hours wages in lieu of rest periods;

4 iv. Whether Defendants violated Labor Code sections 226.7, 512 and applicable
5 IWC Wage Orders, by failing to provide a meal period to Plaintiffs and Class Members on days they
6 worked work periods in excess of six and 10 hours and failing to compensate said employees one
7 hour wages in lieu of meal periods;

8 v. Whether Defendants failed to maintain accurate time record including
9 recording Plaintiffs and Class Members' meal periods pursuant to Labor Code sections 1174.5 and
10 the applicable IWC Wage Orders;

11 vi. Whether Defendants failed provide accurate itemized wage statements
12 pursuant to Labor Code sections 226;

13 vii. Whether Defendants failed to reimburse business expenses incurred pursuant
14 to Labor Code section 2802,

15 viii. Whether Defendants violated Business and Professions Code and Labor Code
16 sections 201-202, 510, 226.7, 226, 226.3, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802,
17 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public
18 policy; and

19 ix. Whether Plaintiffs and the Members of the Plaintiffs' Class are entitled to
20 equitable relief pursuant to Business and Professions Code section 17200, *et. seq.*

21 x. Whether Plaintiffs and the Members of the Plaintiffs' Class are entitled to
22 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
23 to Labor Code sections 558, 1194 and 1197.

24 17. Typicality. Plaintiffs' claims herein alleged are typical of those claims which
25 could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the
26 relief which would be sought by each member of the Class and/or Subclass in separate actions.
27 Plaintiffs and all members of the Class and or Subclass sustained injuries and damages arising out
28 of and caused by Defendants' common course of conduct in violation of California laws, regulations,

1 and statutes as alleged herein.

2 18. Adequacy. Plaintiffs are qualified to and will fairly and adequately protect the
3 interests of each member of the Class and/or Subclass with whom she has a well-defined community
4 of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge an obligation to
5 make known to the Court any relationships, conflicts, or differences with any member of the Class
6 and/or Subclass. Plaintiffs' attorneys and the proposed Counsel for the Class and Subclass are
7 versed in the rules governing class action discovery, certification, litigation, and settlement and
8 experienced in handling such matters. Other former and current employees of Defendants may also
9 serve as representatives of the Class and Subclass if needed.

10 19. Superiority. A class action is superior to other available means for the fair and
11 efficient adjudication of the claims of the Class and would be beneficial for the parties and the court.
12 Class action treatment will allow a large number of similarly situated persons to prosecute their
13 common claims in a single forum, simultaneously, efficiently, and without the unnecessary
14 duplication of effort and expense that numerous individual actions would require. The damages
15 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
16 and the expense and burden of individual litigation would make it extremely difficult or impossible
17 for the individual Class Members to seek and obtain individual relief. A class action will serve an
18 important public interest by permitting such individuals to effectively pursue recovery of the sums
19 owed to them. Further, class litigation prevents the potential for inconsistent or contradictory
20 judgments raised by individual litigation.

21 20. Public Policy Considerations: Employers in the state of California violate
22 employment and labor laws every day. Current employees are often afraid to assert their rights out
23 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
24 they believe their former employers may damage their future endeavors through negative references
25 and/or other means. The nature of this action allows for the protection of current and former
26 employees' rights without fear of retaliation or damage.

27 **IV. FACTUAL ALLEGATIONS**

28 21. At all times set forth herein, Defendants employed Plaintiffs and other persons in the

1 capacity of non-exempt positions, however titled, throughout the state of California.

2 22. Plaintiffs are informed and believe Class Members have at all times pertinent hereto
3 been Non-Exempt within the meaning of the California Labor Code and the implementing rules and
4 regulations of the IWC California Wage Orders.

5 23. Defendants employed Plaintiff as a Non-Exempt hourly paid employee during the
6 liability period working in Los Angeles County.

7 24. Defendants continue to employ Non-Exempt Employees, however titled, in
8 California and implement a uniform set of policies and practices to all non-exempt employees, as
9 they were all engaged in the generic job duties of providing healthcare services.

10 25. Plaintiffs are informed and believe, and thereon alleges, that Defendants are and were
11 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
12 requirements of California's wage and employment laws.

13 26. During the relevant time frame, Defendants compensated Plaintiffs and Class
14 Members based upon an hourly rate.

15 27. On information and belief, during the relevant time frame, Plaintiffs and Class
16 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.
17 Plaintiffs and Class Members were typically scheduled to work shifts beginning at 2:00 p.m. and
18 concluding at 10:00 p.m. or shifts beginning at 1:00 p.m. and concluding at 9:00 p.m., five days a
19 week.

20 28. Plaintiffs are informed and believe that Plaintiffs and Class Members were not
21 compensated for all time worked as Plaintiffs and Class Members as a result of off-the-clock work
22 performed while working through their meal periods

23 29. On information and belief, Defendants also failed to pay wages and overtime wages
24 as a result of unlawful deductions for 30-minute meal periods that were late, cut short, interrupted,
25 or never provided.

26 30. Plaintiff and the Class Members were regularly required to work shifts in excess of
27 five hours without being provided a lawful meal period and over ten hours in a day without being
28 provided a second lawful meal period as required by law.

1 31. Indeed, during the relevant time, as a consequence of Defendants' staffing and
2 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
3 Defendants frequently failed to provide Plaintiff and the Class Members timely, legally complaint
4 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

5 32. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of
6 coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to
7 provide Plaintiff and the Class Members legally compliant second meal periods on shifts over ten
8 hours as required by law.

9 33. On information and belief, Plaintiffs and Class Members did not waive their rights
10 to meal periods under the law.

11 34. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
12 periods.

13 35. Despite the above-mentioned meal period violations, Defendants failed to
14 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
15 additional hour of pay at their regular rate as required by California law when meal periods were
16 not timely or lawfully provided in a compliant manner.

17 36. Plaintiffs are informed and believe, and thereon alleges, that Defendants know,
18 should know, knew, and/or should have known that Plaintiff and the other Class Members were
19 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
20 were not receiving such compensation.

21 37. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
22 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
23 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
24 and IWC wage order.

25 38. Defendants maintained and enforced scheduling practices, policies, and imposed
26 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid
27 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite
28 rest periods were not timely authorized and permitted as a result of Defendants' failure to provide

1 relief for Plaintiffs and Class Members to take their lawfully required breaks.

2 39. Despite the above-mentioned rest period violations, Defendants did not compensate
3 Plaintiffs, and on information and belief, did not pay Class Members one additional hour of pay at
4 their regular rate as required by California law, including Labor Code section 226.7 and the
5 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
6 permitted.

7 40. Defendants also failed to provide accurate, lawful itemized wage statements to
8 Plaintiff and the Class Members in part because of the above specified violations. In addition, upon
9 information and belief, Defendants omitted an accurate itemization of total hours worked, including
10 premiums due and owing for meal and rest period violations, gross pay and net pay figures from
11 Plaintiff and the Class Members' wage statements. Defendants also failed to incorporate accurate
12 rates of pay for travel time as Defendants would also compensate Plaintiffs and Class Members on
13 a per mile basis.

14 41. Plaintiffs are informed and believe, and thereon alleges, that at all times herein
15 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
16 thereof for resignations without prior notice as the case may be) they had a duty to accurately
17 compensate Plaintiffs and Class Members for all wages owed including minimum wages, meal and
18 rest period premiums, and that Defendants had the financial ability to pay such compensation, but
19 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
20 specified violations.

21 42. Upon information and belief, Defendants knew and or should have known that it is
22 improper to implement policies and commit unlawful acts such as:

23 (a) requiring employees to work four (4) hours or a major fraction thereof without being
24 provided a minimum ten (10) minute rest period and without compensating the employees with one
25 (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period
26 was not provided;

27 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
28 without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and

1 without compensating employees with one (1) hour of pay at the regular rate of compensation for
2 each workday that such a meal period was not provided;

3 (c) failing to pay Plaintiffs and Class Members for all wages including overtime wages
4 owed;

5 (d) failing to timely pay Plaintiffs and Class Members;

6 (e) failing to provide accurate itemized wage statements;

7 (f) failing to reimburse business expenses; and

8 (g) conducting and engaging in unfair business practices.

9 43. In addition to the violations above, and on information and belief, Defendants knew
10 they had a duty to compensate Plaintiffs and Class Members for the allegations asserted herein and
11 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
12 recklessly, and/or intentionally failed to do so.

13 44. Plaintiffs and Class Members they seek to represent are covered by, and Defendants
14 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
15 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
16 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

19 **(Against All Defendants)**

20 45. Plaintiffs incorporate and re-allege each and every allegation contained above as
21 though fully set forth herein.

22 46. At all times relevant, the IWC wage orders applicable to Plaintiffs and the Class
23 require employers to pay its employees for each hour worked at least minimum wage. "Hours
24 worked" means the time during which an employee is subject to the control of an employer and
25 includes all the time the employee is suffered or permitted to work, whether or not required to do
26 so, and in the case of an employee who is required to reside on the employment premises, that time
27 spent carrying out assigned duties shall be counted as hours worked.

28 47. At all relevant times, Labor Code §1197 provides that the minimum wage for

1 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
2 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
3 and Labor Code, Plaintiffs and Class Members are to be paid minimum wage for each hour worked,
4 and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiffs and Class
5 Members' employment by Defendants provided that employees working for more than eight (8)
6 hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate
7 of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in
8 a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours in
9 a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

10 48. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
11 acting individually as an officer, agent, or employee of another person, who pays or causes to be
12 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
13 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
14 damages payable to the employee, and any applicable penalties pursuant to Section 203.

15 49. Labor Code §510 codifies the right to overtime compensation at the rate of one and
16 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
17 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
18 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
19 seventh day of work in a particular work week.

20 50. At all times relevant, Plaintiffs and Class Members regularly performed non-exempt
21 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
22 et. seq. and the Labor Code.

23 51. At all times relevant, Plaintiffs and Class Members consistently worked in excess of
24 eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock work
25 performed as discussed above.

26 52. Defendants also failed to pay all wages and overtime wages due to Defendant's
27 automatic deduction of 30 minutes of time for meal periods that were short, interrupted, late, or not
28 provided.

53. Accordingly, Defendants owe Plaintiffs and Class Members minimum and overtime wages and have failed to pay Plaintiffs and Class Members these wages owed.

54. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs and Class Members are entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Against All Defendants)

55. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

56. Pursuant to Labor Code §512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

57. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiffs and Class Members did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiffs and Class Members was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiffs' and Class Members' employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiffs and Class Members with all their statutorily authorized meal periods.

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1 58. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide
2 Plaintiffs and Class Members, timely and uninterrupted meal periods of not less than thirty (30)
3 minutes pursuant to the IWC wage orders applicable to Plaintiffs and Class Members' employment
4 by Defendants. As a proximate result of the aforementioned violations, Plaintiff and the other Class
5 Members have been damaged in an amount according to proof at time of trial.

6 59. By their failure to provide a compliant meal period for each shift worked over five
7 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
8 (10) hours per day by Plaintiff and the Class Members, and by failing to provide compensation in
9 lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of
10 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

11 60. Plaintiff and the Class Members did not voluntarily or willfully waive meal periods
12 and were regularly required to work shifts without being provided all of their legally required meal
13 periods. Defendants created a working environment in which Plaintiffs and Class Members were
14 not provided all of their meal periods due to shift scheduling and/or work related demands placed
15 upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants'
16 business as discussed above. On information and belief, Defendants implemented a policy and
17 practice which resulted in systematic and class-wide violations of the Labor Code. On information
18 and belief, Defendants' violations have been widespread throughout the liability period and will be
19 evidenced by Defendants' time records for the Class Members.

20 61. As a result of the unlawful acts of Defendants described herein, Plaintiff and the
21 Class Members they seek to represent have been deprived of premium wages in amounts to be
22 determined at trial. Pursuant to Labor Code §226.7, Plaintiffs and Class Members are entitled to
23 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
24 with interest and penalties thereon, attorneys' fees, and costs.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

27 **(Against All Defendants)**

28 62. Plaintiffs incorporate and re-allege each and every allegation contained above as

1 though fully set forth herein.

2 63. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'
3 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
4 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
5 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest
6 time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be
7 counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a)
8 prohibits an employer from requiring any employee to work during any rest period mandated by an
9 applicable order of the IWC.

10 64. Defendants were required to authorize and permit employees such as Plaintiffs and
11 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
12 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite
13 said requirements of the IWC wage orders applicable to Plaintiffs' and Class Members' employment
14 by Defendants, Defendants failed and refused to authorize and permit Plaintiffs and Class Members,
15 to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

16 65. On information and belief Defendants created a working environment in which
17 Plaintiffs and Class Members were not provided all of their rest periods due to shift scheduling
18 and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing
19 to meet the needs of Defendants' business as discussed above. On information and belief,
20 Defendants implemented a policy and practice which resulted in systematic and class-wide
21 violations of the Labor Code. On information and belief, Defendants' violations have been
22 widespread throughout the liability period.

23 66. As a proximate result of the aforementioned violations, Plaintiffs and Class Members
24 have been damaged in an amount according to proof at time of trial. Pursuant to Labor Code §226.7,
25 Plaintiffs and Class Members are entitled to recover one (1) hour of premium pay for each day in
26 which Defendants failed to provide a rest period to Plaintiff and the Class, plus interest and penalties
27 thereon, attorneys' fees, and costs.

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FOURTH CAUSE OF ACTION

FAILURE TO PAY TIMELY PAY WAGES

(Against All Defendants)

67. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

68. Labor Code §§201-202 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages on their last day of work.

69. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

70. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiffs and Class Members their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime.

71. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

72. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

73. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by

1 Plaintiff and the Class including applicable hourly rates and reimbursement expenses among other
2 things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226
3 and 204 on wage statements that have been provided to Plaintiff and the Class.

4 74. IWC Wage Orders require Defendants to maintain time records showing, among
5 others, when the employee begins and ends each work period, meal periods, split shift intervals and
6 total daily hours worked in an itemized wage statement and must show all deductions and
7 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
8 the Class. On information and belief, Defendants have failed to record all or some of the items
9 delineated in Industrial Wage Orders and Labor Code §226.

10 75. Defendants have failed to accurately record all time worked and failed to incorporate
11 the accurate rates of pay when compensating Plaintiffs and Class Members for travel time on a per
12 mile basis.

13 76. Defendants have also failed to accurately record the meal and rest period premiums
14 owed and all wages owed per pay period.

15 77. Plaintiff and the Class have been injured as they were unable to determine whether
16 they had been paid correctly for all hours worked per pay period among other things.

17 78. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a
18 maximum of \$4,000 each for record keeping violations.

19 79. Pursuant to Labor Code section 266.3, any employer who violates subdivision (a) of
20 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
21 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
22 violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the records required in subdivision (a) of Section 226

24 80. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members have
25 been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to the
26 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to
27 Labor Code §§ 226.

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SIXTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(Against All Defendants)

81. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

82. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

83. Plaintiff and Class Members to were required to use their personal cellular phones as part of their work tasks for Defendants, but were not fully reimbursed by Defendants for these expenses.

84. As a proximate result of the aforementioned violations, Plaintiff and members of the Class have been damaged in an amount according to proof at the time of trial.

85. Pursuant to Labor Code § 2802, Plaintiff and members of the Class are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

SEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et.seq.

(Against All Defendants)

86. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

87. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure §1021.5.

88. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business

1 and Professions Code §§17200, et seq.

2 89. A violation of California Business and Professions Code §§17200, et seq., may be
3 predicated on the violation of any state or federal law. Defendants' policy of failing to pay Plaintiffs
4 and Class Members all wages due and owing including overtime wages, and to provide Plaintiff and
5 the Class with meal periods and rest breaks or the one (1) hour of premium pay when a meal or rest
6 break period was not provided or provided outside of the required time frames, violates Labor Code
7 § 226, §512, §1194, §510, and §226.7 and applicable IWC Wage Orders and California Code of
8 Regulations.

9 90. Plaintiffs and Class Members have been personally aggrieved by Defendants'
10 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

11 91. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiffs
12 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
13 during a period that commences four (4) years prior to the filing of this complaint; an award of
14 attorneys' fees, interest; and an award of costs.

15 **EIGHTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

17 **(By Plaintiffs and Class Against All Defendants)**

18 92. Plaintiffs incorporate and re-allege each and every allegation contained above as
19 though fully set forth herein.

20 93. Pursuant to Labor Code § 2699.3, (a) A civil action by an aggrieved employee
21 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
22 Section 2699.5 shall commence only after the following requirements have been met:

23 (1) The aggrieved employee or representative shall give written notice by certified mail to
24 the Labor and Workforce Development Agency and the employer of the specific provisions
25 of this code alleged to have been violated, including the facts and theories to support the
26 alleged violation.

27 (2) (A) The agency shall notify the employer and the aggrieved employee or representative
28 by certified mail that it does not intend to investigate the alleged violation within sixty

1 (60) calendar days of the postmark date of the notice received pursuant to paragraph (1).

2 Upon receipt of that notice or if no notice is provided within sixty-five (65) calendar days of
3 the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may
4 commence a civil action pursuant to Section 2699.

5 94. On February 24, 2021, Plaintiff Munoz complied with notice requirements pursuant
6 to Labor Code section 2699.3. Sixty-five days have passed and the LWDA has not indicated intent
7 to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative
8 capacity. The substance and violations set forth in this Complaint of which the LWDA was provided
9 timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the
10 LWDA.

11 95. On January 26, 2021, Plaintiff Kuzminova complied with notice requirements
12 pursuant to Labor Code section 2699.3. Sixty-five days have passed and the LWDA has not
13 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
14 representative capacity. The substance and violations set forth in this Complaint of which the
15 LWDA was provided timely notice.

16 96. Plaintiffs an aggrieved employees as defined in Labor Code Section 2699(a).
17 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
18 Employees of Defendants.

19 97. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
20 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
21 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
22 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and applicable IWC Wage Orders and
23 California Code of Regulations, Title 8, section 11000 *et seq.*

24 98. On information and belief, during the statutory liability period and continuing to the
25 present ("PAGA liability period"), Defendant consistently maintained and enforced against
26 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
27 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
28 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)

1 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
2 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
3 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
4 additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and
5 owed upon separation from Defendant's employ, (e) failing to indemnify necessary business
6 expenses, and (f) failing to provide accurate itemized wage statements.

7 99. As a result of their unlawful acts, Plaintiffs and the proposed class are entitled to civil
8 penalties pursuant to Labor Code Private Attorney General Act of 2004, Labor Code §2698 *et. seq.*

9 100. WHEREFORE, Plaintiff and the aggrieved employees he seeks to represent requests
10 relief as described herein and below.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiffs be appointed as the representative of the Class;
16 3. That Plaintiffs be appointed as the representative of the Subclass; and
17 4. That counsel for Plaintiffs are appointed as counsel for the Class and Subclass.

18 **On the First Cause of Action**

- 19 1. For compensatory damages equal to the unpaid balance of minimum wage
20 compensation and overtime owed to Plaintiffs and Class Members as well as interest and costs;
21 2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
22 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
23 interest thereon pursuant to Labor Code §§ 1194.2, 558;
24 4. For such other and further relief as the Court deems proper.

25 **On the Second Cause of Action**

- 26 1. For one (1) hour of premium pay for each day in which a required meal period was
27 not provided or not provided in a timely manner; and
28 2. For such other and further relief as the Court deems proper.

On the Third Cause of Action

1. For one (1) hour of premium pay for each day in which a required rest period was not authorized or permitted; and
2. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

1. For statutory penalties pursuant to Labor Code §203;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

1. For statutory penalties pursuant to Labor Code §226;
2. For interest for wages untimely paid;
3. For penalties pursuant to Labor Code §226.3; and
4. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

1. For statutory penalties pursuant to Labor Code §2802;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiffs and Class Members for their past failure to, pay wages, premium wages for meal and/or rest periods, that were not provided as described herein to Plaintiffs and Class Members, and to reimburse expenses, over the last four (4) years in an amount according to proof;
2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
3. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

1. For statutory penalties pursuant to Labor Code §2698 et. seq.; and
2. For such other and further relief as the Court deems proper;

DEMAND FOR JURY TRIAL

Plaintiff and members of the Class and Subclass request a jury trial in this matter.

Dated: January 11, 2022

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
Attorneys for Plaintiffs

Dated: January 11, 2022

GAINES & GAINES
A Professional Law Corporation

By: _____

DANIEL F. GAINES
MIRIAM L. SCHIMMEL
EVAN S. GAINES
Attorneys for Plaintiffs

EXHIBIT C

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1 updated address for mailing the class notice. If ILYM Group does not locate an updated address in
2 the NCOA database, it will use the original address provided by Defendant for mailing the class
3 notice.

4 6. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
5 Group will attempt to locate an updated address using the NCOA database and/or other skip trace
6 efforts and will promptly re-mail the class notice.

7 7. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
8 so that all class members will be apprised of exactly when all applicable forms will be due.
9 Depending on the deadlines set by the Court, i.e., 45-day Notice period to opt-out, dispute or file an
10 objection. A return envelope will be included in the initial notice for class members to return their
11 Opt-Out or Dispute. At the expiration of the deadline, ILYM Group will inform all parties as to the
12 number and name of those individuals who filed a timely opt-out, dispute or objection.

13 8. ILYM Group's Disbursement Process will include but not limited to; (a) applying for
14 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering
15 tasks including but limited to overview and reconciliation of account; (c) calculating the individual
16 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
17 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
18 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties
19 and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached
20 hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's estimated quote for this matter.

21 9. ILYM Group's fees associated with the administration of this settlement are based on per
22 person, hourly or fixed rates. ILYM Group's fees would not change unless the class size increased
23 over 10% or additional services were requested. ILYM Group's fees will not exceed, \$4,000.00.

24 I declare, under penalty of perjury under the laws of the United States of America and the
25 State of California that the foregoing is true and correct. Executed this 5th day of January 2022, at
26 Tustin, California.

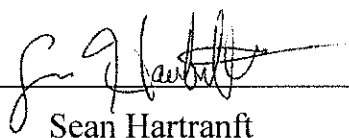
27
28 
Sean Hartranft

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

➤ **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

➤ **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

➤ **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

➤ **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

➤ **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

➤ **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

➤ **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

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SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

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SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Kuzminova v. Ready Responders

Requesting Attorneys Name:

Alex Katofsky

E-Mail:

alex@gaineslawfirm.com

ILYM Contact:

Lisa Mullins

E-Mail:

Lisa@ilymgrouppclassaction.com

Contact Number:

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	100
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Static Website	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00
				Subtotal
				\$325.00

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

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Toll Free Customer Service Representative	Flat Rate	\$50.00	1	\$50.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
				Subtotal
				\$765.00

NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	100	\$150.00
USPS First Class Postage	Per Piece	\$0.55	100	\$55.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	20	\$40.00
Storage, Photocopies, Deliveries	Flat Fee	\$100.00	1	\$100.00
				Subtotal
				\$345.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.50	100	\$150.00
USPS First Class 1oz Postage	Per Piece	\$0.55	100	\$55.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	10	\$20.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$500.00	1	\$500.00

*Additional Bank fees may apply

Subtotal \$1,875.00

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$690.00

TOTAL CASE ESTIMATE: \$4,000.00

Terms and Conditions

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

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

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates. If a notice or disbursement are returned as undeliverable, ILYM will make all reasonable efforts to locate an updated addresses, including using skip-tracing, NCOA and online searches.

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

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

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

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

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

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

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

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

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

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

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

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

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

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Kuzminova v. Ready Responders

Requesting Attorneys Name:

Alex Katofsky

E-Mail:

alex@gaineslawfirm.com

ILYM Contact:

Lisa Mullins

E-Mail:

Lisa@ilymgroupclassaction.com

Contact Number:

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	100
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Static Website	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

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

Subtotal \$325.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Toll Free Customer Service Representative	Flat Rate	\$50.00	1	\$50.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$765.00

NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	100	\$150.00
USPS First Class Postage	Per Piece	\$0.55	100	\$55.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	20	\$40.00
Storage, Photocopies, Deliveries	Flat Fee	\$100.00	1	\$100.00

Subtotal \$345.00

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Activity	Rate Type	Unit Cost	Volume	Amount
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DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.50	100	\$150.00
USPS First Class 1oz Postage	Per Piece	\$0.55	100	\$55.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	10	\$20.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$500.00	1	\$500.00

*Additional Bank fees may apply

Subtotal \$1,875.00

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$690.00

TOTAL CASE ESTIMATE: \$4,000.00

Terms and Conditions

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

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

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates. If a notice or disbursement are returned as undeliverable, ILYM will make all reasonable efforts to locate an updated addresses, including using skip-tracing, NCOA and online searches.

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

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

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

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

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

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

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

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

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

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

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

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

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