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Attorneys for Plaintiff Williams and Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

RASON WILLIAMS and MARQUISE
WOODSON, individually, and on behalf of
other members of the general public similarly
situated and aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA");

Plaintiffs,

vs.

COROVAN CORPORATION, a California
corporation; COROVAN MOVING & STORAGE
CO., a California corporation; KLINGER
MOVING COMPANY, a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No. RG21085500
[Consolidated with Case No. 21CV004213]

[Assigned to Hon. Somnath Raj Chatterjee]

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

Date: July 7, 2022
Time: 1:30 p.m.
Department: 10C

Reservation ID: 761644481306

Complaint Filed: January 11, 2020

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

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

7 2. On or about January 11, 2021, Plaintiff, Rason Williams, initiated this lawsuit against
8 Defendants Corovan Corp., Corovan Moving & Storage Co., and Klinger Moving Company. On January
9 25, 2021, Plaintiff, Marquise Woodson, filed a lawsuit against Employer's Leasing Company, Inc. in
10 San Diego County Superior Court, entitled *Marquise Woodson v. Employers Leasing Company, Inc.*,
11 San Diego Superior Court, Case No. 37-2021-00003436 (the "*Woodson Action*").

12 3. The Parties in both lawsuits met and conferred and agreed to proceed to private mediation
13 with well-renowned Southern California wage and hour mediator, Lynn Frank. The Parties scheduled an
14 August 3, 2021 mediation to attempt to resolve both lawsuits. In the months preceding the August 3,
15 2021 mediation, Defendants produced personnel records, hundreds of pages of relevant written policies,
16 and thousands of pay and time records. Defendants also produced key data points, including the relevant
17 numbers of current and former employees, workweeks, and pay periods, among other information, for
18 the relevant period. The Parties thoroughly investigated the facts relating to Plaintiffs' allegations and
19 engaged in a comprehensive study of the legal principles applicable to both the claims Plaintiff alleged
20 and defenses Defendants asserted. The Parties engaged in discussions leading up to the mediation
21 session, as well as during mediation, to ensure that each side understood the claims, defenses, groups of
22 employees, scope and limitations of data and information, and other relevant information to enable a
23 productive mediation. Throughout the litigation, Plaintiffs provided information and documents,
24 including while the lawsuit was pending, to confirm Defendants' representations and review produced
25 documents.

26 4. After more than 12 hours of negotiation at the mediation and subsequent weeks of further
27 negotiation, the Parties agreed to a settlement in principle pursuant to a mediator's proposal. Ultimately,
28

1 the Parties were ultimately able to agree to the current settlement described in the Joint Stipulation for
2 Class Action Settlement (“Agreement”), a true and correct copy of which is attached as **Exhibit 1**.
3 Pursuant to the settlement, the *Woodson* Action was transferred to Alameda County Superior Court as
4 Case No. 21CV004213. The *Woodson* Action was then consolidated with this lawsuit. An operative
5 First Amended Complaint in this lawsuit now alleges all claims alleged by Plaintiff Williams and
6 Plaintiff Woodson.

7 5. Prior to the mediation, Defendants provided the number of employees, workweeks, and
8 pay periods pertinent to Plaintiffs’ allegations, among other things, from its records. I am informed and
9 believe there are over 2,000 Class Members identifiable from Defendants’ records. Based on an expert’s
10 analysis of a sample of the class data, Plaintiffs contended—based on information available at the time
11 of mediation and extrapolated through November 3, 2021—that Defendants faced potential liability of
12 approximately \$2,094,411 for unpaid wages and overtime, approximately \$5,719,981 in owed payments
13 of an additional hour of wages for meal periods and rest periods, approximately \$771,884 in
14 unreimbursed expenses, approximately \$1,330,665 in wage statement penalties, and approximately
15 \$3,867,425 in waiting time penalties—for a total of \$13,784,366 in class recoveries. Under PAGA, a
16 \$100 penalty under Section 1197.1 per pay period for minimum wage violations, a \$50 penalty under
17 Section 558 per pay period for overtime violations, a \$50 penalty under Section 558 per pay period for
18 meal period violations, a \$50 penalty under Section 558 per pay period for rest period violations, and a
19 \$100 penalty under Section 2699(f) per pay period for reimbursement violations adds \$4,658,150 in
20 PAGA penalties. In sum, Plaintiffs contended Defendants were liable for approximately \$18,442,516 in
21 total.

22 6. Defendants contested the merits and denied they were liable for any of the alleged claims.
23 Plaintiffs also understood that Defendants would assert various defenses, including for example that
24 liability for wage statement penalties would be subject to additional defenses requiring proof of injuries
25 resulting from knowing and intentional violations and that liability for waiting time penalties would be
26 subject to additional defenses based on Defendants’ good faith. Plaintiffs also expected that Defendants
27 would contend that the majority of class recoveries for rest period violations would not be amenable to
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1 classwide resolution or difficulties in proving such liability. Plaintiffs also expected Defendants to
2 maintain that potential PAGA liability would be subject to discretionary reduction. While the Parties
3 disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to
4 trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount
5 to which the Parties ultimately agreed at mediation was reasonable.

6 7. Ultimately, the Gross Settlement Amount secures approximately 11.6% of Defendants'
7 potential liability. Pursuant to the settlement's terms, it is estimated that no less than approximately
8 \$1,221,222.62 will be available to be distributed to Class Members as the Net Settlement Amount (plus
9 \$33,750.00 as PAGA penalties from the Gross Settlement Amount). Based on Defendants' data, each
10 Class Member, on average, would receive approximately \$609.51, after all requested deductions from
11 the Gross Settlement Amount. The amount actually paid to any Class Member may increase or decrease
12 depending on his or her number of workweeks. The amount paid on average to each Class Member may
13 increase, depending on how many Class Members opt out of the settlement. Although I am confident
14 that litigation of the claims would result in a classwide judgment against Defendant, I recognize the
15 inherent risks in litigation, including the specific risks that class certification could be denied, liability
16 could not be established at trial, or the applicable law could change. I recognize that the settlement
17 resulting from extensive arm's length negotiations between the Parties is fair, reasonable, and adequate
18 for each participating Class Member, given the inherent risks of litigation, as well as the potential for
19 appeals and the costs of pursuing litigation.

20 8. I am one of the primary attorneys on this matter. My qualifications are as follows: After
21 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
22 2004 with concentrations in Management and Human Resources, I continued studying labor and
23 employment issues by enrolling in post-graduate education at the School of Labor and Employment
24 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
25 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
26 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
27 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

1 9. Upon graduating from law school in 2008, I practiced labor and employment law at
2 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
3 practice focused on wage and hour class, collective, and representative actions, with a particular
4 emphasis on PAGA matters. During my time with Seyfarth Shaw LLP, I was a primary attorney on
5 numerous wage and hour class, collective, and representative actions that resulted in published opinions,
6 including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary
7 judgment in PAGA action based on absence of meal period violations in light of collectively bargained
8 waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale*
9 *Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage statement
10 allegations in PAGA representative action). I was also able to obtain experience litigating representative
11 claims or wage and hour matters through trial and appeal. *E.g.*, *Velazquez v. Costco Wholesale*
12 *Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties
13 based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale*
14 *Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of
15 defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions
16 from final paychecks). I also litigated class certification on numerous matters. *E.g.*, *Martinez v. Guess?*,
17 *Inc.*, Los Angeles Superior Court Case No. BC 498326 (denial of class certification on behalf of retail
18 employees alleging off-the-clock work).

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

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

12. My co-counsel and I will adequately represent the Class Members in this action and have no conflicts with the class. Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of June 2022, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

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Attorneys for Plaintiff Rason Williams, individually,
and on behalf of aggrieved employees pursuant to
the Private Attorneys General Act.

Additional Counsel Listed on Following Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

RASON WILLIAMS, individually and on
behalf of aggrieved employees pursuant to
the Private Attorneys General Act
("PAGA"),

Plaintiff,

v.

COROVAN CORPORATION, a
California corporation; COROVAN
MOVING & STORAGE CO., a California
corporation; KLINGER MOVING
COMPANY, a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No. RG21085500

ASSIGNED TO HON. SOMNATH RAJ
CHATERJEE, DEP'T 517

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

Complaint Filed: January 11, 2020

MARQUISE WOODSON, as a private
attorney general,
Plaintiff,

v.

EMPLOYERS LEASING COMPANY,
INC., a California corporation; and DOES
1 through 50, inclusive,
Defendants.

Case No. 21CV004213

Trial Date: None

Complaint Filed: January 25, 2021

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RECITALS

A. On October 29, 2020, Plaintiff RASON WILLIAMS (“Plaintiff Williams”) sent a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants COROVAN CORPORATION (“Corovan”) and COROVAN MOVING & STORAGE CO. (“Corovan Moving”), notifying them of alleged Labor Code violations at issue in the *Williams* Action (defined below), and on September 15, 2021, Plaintiff Williams amended the PAGA letter to include and KLINGER MOVING COMPANY (“Klinger”), and additional factual allegations.

B. On January 11, 2020, Plaintiff Williams filed a complaint against Defendants COROVAN, COROVAN MOVING and KLINGER MOVING CO. (“*Williams* Defendants”) in Alameda County Superior Court, Case No. 20CV365248, entitled *Williams v. Corovan Corp.; Corovan Moving & Storage Co.; & Klinger Moving Co.*, Alameda County Superior Court, Case Number RG21085500 (the “*Williams* Action”). Plaintiff Williams alleged, on his own behalf and on a PAGA basis, that *Williams* Defendants: (1) failed to pay minimum wage and overtime (Labor Code §§510, 1194, 1197-1198) (Compl. ¶18); (2) failed to provide/authorize and permit meal and rest breaks and/or premiums (Labor Code §§226.7 and 512) (Compl. ¶20); (3) failed to pay wages during employment (Labor Code §204) (Compl. ¶22); (4) failed to timely pay wages on termination (Labor Code Labor Code §§201-204) (Compl. ¶24); (5) failed to provide accurate wage statements (Labor Code §§226 and 1174) (Compl. ¶26); (6) failed reimburse business expenses (Labor Code §§2800-2802) (Compl. ¶28); and (7) failed to provide one day of rest in seven (Compl. ¶3).

C. On January 5, 2021, Plaintiff MARQUISE WOODSON (“Plaintiff Woodson”) sent a letter to the LWDA and to Defendant EMPLOYERS LEASING COMPANY, INC. (“Employer’s Leasing” or “*Woodson* Defendant”), notifying it of alleged Labor Code Violations at issue, and on September 15, 2021, Plaintiff Woodson amended the PAGA letter to add additional factual allegations.

D. On January 25, 2021, Plaintiff Woodson filed a PAGA action against Employer’s Leasing in San Diego County Superior Court, entitled *Marquise Woodson v. Employers Leasing Company, Inc.*, San Diego Superior Court, Case No. 37-2021-00003436, since transferred to Alameda County Superior Court as Case No. 21CV004213(the “*Woodson* Action”). The *Woodson*

1 Action brought claims pursuant to Labor Code sections 226, 226.3, 226.7, 512, 558, 2802 and 2698,
2 *et al.*, and alleged claims under the PAGA for: (1) failure to provide duty-free meal periods; (2) failure
3 to pay premium wages for missed meal periods; (3) failure to reimburse business expenses, and
4 (4) failure to provide accurate wage statements. (Compl. ¶¶ 2, 16.) On October 25, the *Woodson*
5 Action was transferred to Alameda County Superior Court.

6 E. On January 21, 2022, Plaintiff Williams, Plaintiff Woodson, and the *Williams*
7 Defendants and *Woodson* Defendant, who are collectively referred to herein as the “Parties,” stipulated
8 to consolidate the *Woodson* Action and *Williams* Action.

9 F. In addition to the *Williams* Action and the *Woodson* Action, a PAGA action
10 was filed on May 13, 2021 entitled, *Jarquín v. Klinger Moving Company and Corovan Corporation*,
11 in the Alameda County Superior Court, Case No. RG21099338 (*Jarquín* Action). Based on the letters
12 and amended letters the plaintiffs in the *Jarquín* Action sent to the LWDA, and based on the original
13 and amended complaints in the *Jarquín* Action, alleging claims under the PAGA for (1) failure to pay
14 overtime (Labor Code §§510 and 1198); (2) failure to provide meal periods (Labor Code §§226.7 and
15 512(a)); (3) failure to provide rest periods (Labor Code §226.7); (4) failure to pay minimum wage
16 (Labor Code §§1194, 1197, and 1197.1); (5) failure to pay wages upon termination (Labor Code §§201
17 and 202); (6) failure to timely pay wages during employment (Labor Code §204); (7) failure to provide
18 complete and accurate wage statements (Labor Code § 226); (8) failure to keep complete and accurate
19 payroll records (Labor Code §1174(d)); and (9) failure to reimburse necessary business-related
20 expenses and costs (Labor Code §§2800, 2802). Defendants filed and served Notices of Related Cases
21 in all three actions given the three actions were virtually overlapping and Defendants moved to stay
22 the *Jarquín* Action, due, *inter alia*, to the overlapping nature of the claims.

23 G. In addition to the *Williams* Action, the *Woodson* Action, and the *Jarquín*
24 Action, a class action and PAGA complaint was filed on June 18, 2021 entitled *Cabrera v.*
25 *Corovan, Inc., Corovan Corporation, Corovan Moving & Storage Co., and Steve Cardone dba Steve’s*
26 *Moving, et al.* in the Alameda County Superior Court, Case No. RG21104562 (*Cabrera* Action). None
27 of Corovan, Inc., Corovan Corporation, and Corovan Moving & Storage Co. were served with the
28 Complaint in the *Cabrera* Action prior to mediation of the *Williams* Action and the *Woodson* Action.

1 The *Cabrera* Action includes causes of action for: (1) failure to provide required meal periods;
2 (2) failure to provide required rest periods; (3) failure to provide overtime wages; (4) failure to pay
3 minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to
4 maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to
5 indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and
6 unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act.
7 Corovan, Inc., Corovan Corporation, and Corovan Moving & Storage Co. filed an Answer in the
8 *Cabrera* Action on September 10, 2021 and subsequently filed and served Notices of Related Cases in
9 the *Williams*, *Woodson*, *Jarquin*, and *Cabrera* Actions. Based on the allegations, causes of action,
10 and timing of the Complaint in the *Cabrera* Action, the Parties agree that all claims that could be
11 brought in that case against Corovan, Inc., Corovan Corporation, Corovan Moving & Storage Co., and
12 any other Defendants to this Agreement overlap with the claims resolved herein as part of the *Williams*
13 and *Woodson* Actions.

14 H. Corovan, Corovan Moving, Klinger and Employer's Leasing ("Defendants")
15 and counsel for Plaintiffs Williams and Woodson met and conferred and agreed to proceed to private
16 mediation with well-renowned Southern California wage and hour mediator, Lynn Frank, and a
17 mediation was set to proceed on August 3, 2021, with the intention of attempting to resolve the pending
18 claims against the Parties and their related entities.

19 I. In the months preceding the August 3, 2021, mediation session, Defendants
20 produced hundreds of pages of relevant written policies, personnel records, thousands of pay and time
21 records, and key data points including the number of current and former employees, the number of
22 workweeks and pay periods and rates of pay for both the PAGA Period(s) and Settlement Class
23 Period(s) (as defined below). The Parties engaged in discussions leading up to the mediation session,
24 as well as during mediation, to ensure that each side understood the claims, defenses, groups of
25 employees, scope and limitations of data and information, and statutory periods at issue. With respect
26 to the PAGA claims at issue, the Parties' negotiations expressly covered all pending claims against
27 Defendants brought by Plaintiffs Williams, Woodson, Jarquin, and Cabrera, and took into account the
28 number of PAGA Members (defined below) and a data sample from pay periods/workweeks at issue.

1 With respect to any potential class claims, the Parties' negotiations expressly covered all pending
2 claims against Defendants brought by Plaintiffs Williams, Woodson, Jarquin, and Cabrera, and took
3 into account the number of Class Members (defined below) and a data sample from pay
4 periods/workweeks at issue. After more than 12 hours of negotiation at the mediation, and subsequent
5 weeks of further negotiation, the Parties agreed to a settlement in principle pursuant to a mediator's
6 proposal. On October 1, 2021, the Parties fully executed a lengthy Memorandum of Understanding,
7 or MOU, setting forth essential terms of the settlement agreement.

8 J. On September 15, 2021, Plaintiff Williams submitted an amended PAGA letter
9 to the LWDA providing notice of additional alleged facts, theories and violations against Defendants
10 that were the subject of the Parties' negotiations, and providing the LWDA an opportunity to
11 investigate the alleged violations under Labor Code section 2699.3(a), including for claims under
12 Labor Code sections 246(i), 246(l)(1), 551, and 552. On September 23, 2021, Plaintiff Woodson
13 submitted an amended PAGA letter to the LWDA providing notice of additional alleged facts, theories
14 and violations against Defendants that were the subject of the Parties' negotiations, and providing the
15 LWDA an opportunity to investigate the alleged violations under Labor Code section 2699.3(a),
16 including for purported violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226.3, 226.7,
17 246(i), 246(l)(1), 510, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2800.

18 K. To date, the Labor and Workforce Development Agency has not provided
19 notice to Plaintiffs Williams or Defendants of its intent to investigate the alleged violations set forth
20 within any of Plaintiff Williams' three PAGA Letters pursuant to Labor Code section 2699.3(a)(2)(B).
21 Similarly, the Labor and Workforce Development Agency has not provided notice to Plaintiff
22 Woodson or Defendants of its intent to investigate the alleged violations set forth within Plaintiff
23 Woodson's two PAGA Letters pursuant to Labor Code section 2699.3(a)(2)(B). Should the 65-day
24 period from the most recent PAGA Letters filing expire without further action by the LWDA, Plaintiff
25 Williams and Plaintiff Woodson will thus be deputized by the LWDA to pursue and resolve the claims
26 set forth in their respective PAGA Letters.

27 L. In order to effectuate the instant settlement, Plaintiff Williams shall file
28 concurrently: (1) a Motion for PAGA Approval and for Preliminary Approval of Class Action

1 Settlement; and (2) a First Amended Complaint adding the facts, theories, claims and defendants
2 identified in Plaintiff Williams' September 15, 2021 amended PAGA letter to the LWDA and Plaintiff
3 Woodson's September 23, 2021 PAGA letter to the LWDA as well as Plaintiff Woodson and the facts,
4 theories, claims and defendants identified in the *Woodson* Action.

5 M. Plaintiff Williams and Plaintiff Woodson, through their respective counsel,
6 represent that each has diligently pursued an investigation of the proposed Class Members' [defined
7 below] claims against applicable Defendants, as well as those claims against applicable Defendants
8 brought on behalf of the State and allegedly aggrieved employees, any applicable defenses, and the
9 applicable law, including with respect to the claims set forth in Plaintiff Williams' initial and amended
10 PAGA letters identified above, Plaintiff Woodson's initial and amended PAGA letters identified
11 above, and the First Amended Complaint. The investigations by each Plaintiff and their counsel
12 included, *inter alia*, the exchange of information pursuant to informal discovery, legal and factual
13 research of the strengths and weaknesses of each claim, consideration of samples of data and
14 projections re same, meet and confer communications between Plaintiffs Williams' and Woodson's
15 Counsel and Defendants' counsel in preparation for mediation, review and analysis of relevant
16 timekeeping and pay data, and other information and argument. Based on the foregoing information
17 and on Plaintiff Williams' Counsel's and Plaintiff Woodson's Counsel's own independent
18 investigations and evaluations, Plaintiff Williams' and Plaintiff Woodson's Counsel are of the opinion
19 this settlement, for the consideration and on the terms in this Joint Stipulation for Class Action
20 Settlement ("Settlement" or "Settlement Agreement"), which was reached after arms-length
21 negotiations, is fair, reasonable and adequate, and is in the best interest of the proposed Class, the
22 PAGA Members, and the State of California, given all known facts and circumstances, including the
23 risk of significant delay and uncertainty associated with litigation, and various defenses asserted by
24 Defendants.

25 DEFINITIONS

26 1. "Actions" mean the lawsuits consisting of class and PAGA claims filed by
27 Plaintiff Williams in the *Williams* Action, including the facts, theories claims and causes of action
28 listed in any Complaint, First Amended Complaint, the December 28, 2020 PAGA letter to the

1 LWDA, the September 15, 2021 amended PAGA letter to the LWDA, and the lawsuit consisting of
2 PAGA and substantive claims filed by Plaintiff Woodson in the *Woodson* action, including the facts,
3 theories, claims and causes of action listed in Plaintiff Woodson's Complaint and the
4 September 23, 2021 PAGA letter to the LWDA.

5 2. "Class List" means a list of Class Members and PAGA Members that
6 Defendants will compile from their records (based on last known information) and provide to the
7 Settlement Administrator. The Class List shall be formatted as an Excel spreadsheet and shall include
8 each Class Member's last known name; last known address; telephone number; social security
9 number, number of workweeks or worked during the Settlement Class Period and number of
10 workweeks worked during the PAGA Period.

11 3. "Class Members" shall mean all persons employed by Corovan, Corovan
12 Moving, Klinger and/or Employer's Leasing in California in a non-exempt hourly paid position and
13 any non-exempt hourly Temps placed or assigned at Corovan, Corovan Moving, Klinger and/or
14 Employer's Leasing during the Settlement Class Period. Defendants represent that as of
15 November 1, 2021, they estimate based on their available payroll data that the Class included
16 approximately 2,059 Class Members.

17 4. "Class Representative Enhancement" means the amount to be paid to each of
18 Plaintiff Williams and Plaintiff Woodson in recognition of their efforts and work and risk in
19 prosecuting the Action. Defendants agree not to oppose the Class Representative Enhancements to
20 the extent the request does not exceed Ten Thousand Dollars and No Cents (\$10,000.00) per Plaintiff,
21 subject to Court approval. Any portion of the Class Representative Enhancement not awarded to
22 Plaintiff Williams and/or Plaintiff Woodson shall be available in the Net Settlement Amount to pay
23 "Individual Settlement Payments," as defined below.

24 5. "Court" means the Superior Court of the State of California, County of
25 Alameda, or any other court taking jurisdiction of the litigation.

26 6. "Defendants" means Corovan, Corovan Moving, Klinger and Employer's
27 Leasing.

28 7. "Defendants' Counsel" means James Hart, Michelle Barrett Falconer and Ian

1 Robertson of Littler Mendelson, P.C.

2 8. “Effective Date” shall mean the date settlement is finally approved in each case
3 and each of the courts’ orders granting Settlement Approval and entry of Final Judgment becomes
4 final and is no longer appealable. For purposes of this settlement, “becomes final and is no longer
5 appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the
6 applicable Court of Appeal of the order and judgment approving this settlement may be timely filed
7 and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal or other collateral
8 attack is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner
9 that confirms the validity of the order and judgment, the day after the last date for filing a request for
10 further review of the order and judgment approving this settlement passes, and no further review is
11 requested; or (c) if an appeal or other collateral attack is filed and the order approving this settlement
12 is affirmed and further review of the order is requested, the day after the review or other collateral
13 attack is finally resolved and the order and judgment approving this settlement is affirmed. In the event
14 that: (i) the Court does not approve the settlement as provided herein; or (ii) the Effective Date does
15 not occur for any other reason, then this settlement, and any documents generated to bring it into effect,
16 will be null and void, and the Parties will be returned to their respective positions. The Effective Date
17 cannot occur, and Defendants will not be obligated to fund this settlement, until and unless there is no
18 possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming
19 final and binding.

20 9. “Escalator Clause.” The GSA (defined below) was negotiated based on
21 Defendants' representations at mediation as to the number of workweeks through April 30, 2021 for
22 Corovan; through May 1, 2021 for Klinger; and through May 8, 2021 for Employers Leasing -i.e., a
23 total of 90,638 workweeks, with 61,828 workweeks attributed to the Williams Action, and 28,810
24 workweeks attributed to the Woodson Action. If the number of workweeks for employees in the
25 Williams Action and Woodson Action ultimately increase by more than 15% over 90,638 (i.e. 104,234
26 or more), Defendants shall have the option of either (a) increasing the GSA on a pro rata basis equal
27 to the percentage increase in the number of workweeks above 15% or (b) capping the Class Period by
28 choosing to modify the start date or end date of the settlement period so that the total number of

workweeks does not exceed 104,234 and no increase in the GSA is required. Should Defendants choose (b) above, the Class Period will be modified at Defendants' discretion to either start or end one week prior to the 104,234 workweek number being reached.

10. "Final Approval" means the Court order and judgment granting final approval of the Settlement.

11. "Gross Settlement Amount" or "GSA" shall be Two Million, One-Hundred Thirty-One, Eight Hundred Thirty-Three Dollars and Ninety-Two Cents (\$2,131,833.92), inclusive of all fees, costs and payments approved by the Court in connection with this Settlement. The Gross Settlement Amount is non-reversionary, and no portion of the Gross Settlement Amount shall revert to Defendants. In no event shall Defendants be required to pay more than the Gross Settlement Amount with the exception that Defendants shall remit their share of the employer's payroll taxes, as provided herein, in addition to the Gross Settlement Amount, and with the exception of the possible pro rata increase pursuant to the Escalator Clause as defined above. As part of the settlement process, Defendants will provide the number of workweeks worked by Class Members through November 1, 2021 or the date upon which the Escalator Clause provisions require increase amounts over the GSA and total number of workweeks.

12. "Individual Settlement Payment" shall mean Settlement Class Member's pro-rata share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks worked by the individual Class Member during the Settlement Class Period, plus his or her pro-rata share of the PAGA Payment based on the number of workweeks he or she worked as an PAGA Member during the PAGA Period, if any.

13. "Net Settlement Amount" or "NSA" shall be the Gross Settlement Amount after the following deductions are made: (a) all costs of settlement administration performed by a settlement administrator to be agreed upon by the Parties ("Administrator" or "Settlement Administrator"); (b) enhancement payments to Plaintiffs; (c) the PAGA Payment; and (d) costs and attorneys' fees for Plaintiffs' Counsel. Any sums not awarded for attorneys' fees, costs, class representative enhancement, and settlement administration costs and amounts not claimed by Class Members shall be added to the NSA at the time of distribution.

1 14. “Notice Deadline” is the date by which a request for exclusion from the
2 Settlement or an objection by a Class Member must be submitted to the Settlement Administrator as
3 indicated by the postmark date. The Notice Deadline is the date forty-five (45) calendar days after the
4 date the Notice of Pendency of Class Action Settlement is first mailed to Class Members, unless the
5 Court requires a different period, in which case the Court-ordered Notice Deadline shall apply.

6 15. “Notice of Pendency of Class Action Settlement” means the notice
7 (substantially in the form attached as “Exhibit A”) advising the Class Members of their rights under
8 this Settlement Agreement. Each Class Member’s Notice of Pendency of Class Action Settlement will
9 list, without limitation: (1) the Class Member’s periods of employment as a non-exempt hourly paid
10 employee or Temp (as defined below) placed at Defendants in California during the Settlement Class
11 Period, based on Defendants’ business records; (2) the Class Member’s estimated Individual
12 Settlement Payment; (3) the claims being released by the Class Member; and (4) the Notice Deadline.
13 The estimated Individual Settlement Payment listed on the Notice of Pendency of Class Action
14 Settlement will be calculated based on the assumption that all Class Members are eligible for
15 Individual Settlement Payments, and therefore may increase if one or more Class Members timely opt-
16 out of the Action. The agreed upon Notice of Pendency of Class Action Settlement is attached hereto
17 as **Exhibit “A.”**

18 16. “PAGA Approval” means the Court order granting approval of the portion of
19 the Settlement resolving the PAGA Claims and approving the PAGA Payment.

20 17. “PAGA Claims” means the claims for civil penalties pursuant to the California
21 Labor Code Private Attorneys General Act of 2004 or PAGA (Labor Code section 2698, *et seq.*)
22 arising during the PAGA Period asserted by Plaintiffs on behalf of the California Labor and Workforce
23 Development Agency and the PAGA Members as set forth in Plaintiff Williams’ First Amended
24 Complaint, Plaintiff Woodson’s First Amended Complaint, the PAGA letter Plaintiff Williams
25 submitted to the LWDA on or about October 29, 2020, the amended PAGA letter Plaintiff Williams
26 submitted to the LWDA on or about September 15, 2021, the PAGA letter Plaintiff Woodson
27 submitted to the LWDA on or about January 5, 2021 and the amended PAGA letter Plaintiff Woodson
28 submitted to the LWDA on or about September 23, 2021.

1 18. “PAGA Members” shall mean, for purposes of the PAGA Claims, all persons
2 employed by Corovan, Corovan Moving, Klinger and Employer’s Leasing in California in a non-
3 exempt hourly paid position and any non-exempt hourly Temp (as defined below) placed at Corovan,
4 Corovan Moving, Klinger and Employer’s Leasing during the PAGA Period.

5 19. “PAGA Payment” means the amount to be paid to the California Labor and
6 Workforce Development Agency and the PAGA Members under California Labor Code section 2699,
7 subd. (i), for resolution of the PAGA Claims set forth in Plaintiff Williams’ First Amended Complaint
8 and Plaintiff Woodson’s Complaint, Plaintiff Williams’ September 15, 2021 amended PAGA letter to
9 the LWDA, and Plaintiff Woodson’s September 23, 2021 amended PAGA letter to the LWDA. The
10 Parties have negotiated and agreed that \$135,000.00 of the Gross Settlement Amount shall be allocated
11 to the PAGA Payment. In accordance with Labor Code section 2699, subd. (i), 75%, of the PAGA
12 Payment, or One Hundred One Thousand Two Hundred Fifty Dollars and No Cents (\$101,250.00)
13 shall be paid from the Gross Settlement Amount to the LWDA (“PAGA LWDA Payment”), and 25%
14 of the PAGA Payment, or Thirty-Three Thousand Seven Hundred Fifty Dollars and No Cents
15 (\$33,750.00), shall be paid from the Gross Settlement Amount to the PAGA Members (“PAGA
16 Employee Payment”) pursuant to the terms of Paragraph 3.3 of the Terms of Agreement.

17 20. “PAGA Period” means: (1) for the *Williams* Action as it relates to claims raised
18 against Corovan Corporation and Corovan Moving & Storage Co., May 4, 2019 through
19 November 1, 2021; for claims raised against Klinger Moving Company is July 3, 2019 through
20 November 1, 2021; and (2) for the *Woodson* Action, July 11, 2019 through November 1, 2021.

21 21. “Representative Enhancement” means the amount to be paid to each Plaintiff
22 in recognition of their efforts and work and risk in prosecuting the Action and in exchange for a general
23 release of all claims (including a California Civil Code § 1542 waiver) and in exchange for acting as
24 class representatives, to be designated 50 percent as an enhancement payment and 50 percent as a
25 general release payment. Defendants agree not to oppose Representative Enhancements to the extent
26 the requests do not exceed Ten Thousand Dollars and No Cents (\$10,000.00), per Plaintiff subject to
27 Court approval. Any portion of the Representative Enhancement not awarded to either Plaintiffs shall
28 be available in the Net Settlement Amount to pay “Individual Settlement Payments,” as defined below.

- 1 22. “Parties” means Plaintiffs and Defendants, collectively.
- 2 23. “PAGA Workweek Payment” shall mean an PAGA Member’s pro-rata share
3 of the PAGA Employee Payment, based on the number of estimated workweeks worked by the PAGA
4 Member during the PAGA period.
- 5 24. “Plaintiffs” means Marquise Woodson and Rason Williams.
- 6 25. “Plaintiffs’ Counsel” means Justice Law Corporation and Diversity Law Group.
- 7 26. “Plaintiffs’ Counsel Award” means the attorneys’ fees and costs agreed upon
8 by the Parties and approved by the Court for Plaintiffs’ Counsel’s litigation and resolution of the
9 Action, including, but not limited to, fees and costs associated with investigating and prosecuting the
10 Action, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry
11 of the Judgment granting Final Approval of the Settlement, handling any appeal or collateral attack of
12 the Judgment finally approving the Settlement, and expenses for any consultants and/or experts. The
13 Plaintiffs’ Counsel Award shall not include Settlement Administration Costs. Subject to Court
14 approval, Plaintiffs’ Counsel Award shall be up to one-third (33 1/3%) of the Gross Settlement
15 Amount (estimated at Seven Hundred Ten Thousand Six Hundred Eleven Dollars and Thirty Cents
16 (\$710,611.30) if the Gross Settlement Amount is \$2,131,833.92), plus Plaintiffs’ Counsel’s costs and
17 expenses, subject to proof and not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00).
18 Defendants and their counsel shall not object to, or otherwise oppose, a request for the Plaintiffs’
19 Counsel Award that is not inconsistent with the amounts stated herein, subject to the Court finally
20 approving this Settlement Agreement and subject to the exhaustion of any appeals. To the extent the
21 Court awards less than the requested fees and/or costs and expenses to Plaintiffs’ Counsel, the amounts
22 reduced shall be available in the Net Settlement Amount to pay “Individual Settlement Payments,” as
23 defined below.
- 24 27. “Preliminary Approval” means the Court order granting preliminary approval
25 of the Settlement.
- 26 28. “Released Parties” means Defendants and each and all of their past and present
27 parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint
28 venturers and affiliates, and each of their respective current and former directors, officers, managers,

1 employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors,
2 representatives, general partners, limited partners, joint venturers, and affiliated companies, and each
3 of their respective executors, predecessors, successors, assigns and legal representatives and all
4 working with or in concert with them or connected with them, including without limitation, Temp
5 Agencies.

6 29. “Settled Claims” means any and all claims arising during the Settlement Class
7 Period that any Settlement Class Member may have against a Released Party, whether known or
8 unknown, that were alleged in the operative Complaint and the PAGA letter in the applicable Action,
9 or which could have been alleged based on the facts alleged therein. “Settled Claims” is intended to
10 and includes all types of relief available for the above-referenced claims, including, without limitation,
11 any claims for damages, restitution, losses, penalties, attorneys’ fees, costs, expenses, and interest, and
12 releases all claims that would be subject to res judicata, regardless of theory or law alleged. The Final
13 Judgment shall expressly provide that bars each and every Settlement Class Member, other than those
14 who have validly opted out, from asserting any Settled Claims in the future.

15 30. “Settlement” or “Settlement Agreement” means this Joint Stipulation for Class
16 Action Settlement, which is made and entered into by and between the Parties.

17 31. “Settlement Administrator” means Phoenix Administrators or any other
18 experienced third-party class action Settlement Administrator approved of by the Parties and approved
19 of by the Court to administer this Settlement. The Parties each represent they have no financial interest
20 in Phoenix Administrators or otherwise have a relationship with Phoenix Administrators that creates
21 a conflict of interest and will make all warranties necessary to this same effect if a Settlement
22 Administrator other than Phoenix Administrators is selected.

23 32. “Settlement Administration Costs” means the cost payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering this Settlement. This includes,
25 but is not limited to, processing and mailing payments to Plaintiffs, Plaintiffs’ Counsel, Settlement
26 Class Members, printing and mailing the Notice Packets to the Class Members as directed by the
27 Court; receiving and reporting the Requests for Exclusion; providing declaration(s) as necessary in
28 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually

1 agree or the Court orders the Settlement Administrator to perform. The Settlement Administration
2 Costs shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00). Any such funds
3 allocated as Settlement Administration Costs which are not incurred by the Settlement Administrator
4 or otherwise not awarded by the Court shall be distributed to the Settlement Class Members from the
5 Net Settlement Amount.

6 33. "Settlement Class Members" includes all Class Members who do not timely
7 opt-out of the Action.

8 34. "Settlement Class Period" means, subject to potential revisions based on the
9 Escalator Clause as described more fully herein, the period of time starting on January 11, 2017 and
10 ending on November 1, 2021.

11 35. "Temps" means individuals employed by Temp Agencies and assigned to one
12 or more of Defendants during the Settlement Class Period, which does not include direct employees
13 of Defendants.

14 36. "Temp Agencies" includes the following temporary employment agencies or
15 staffing agencies: Accounting Principals; Aerotek; JM 360 Solutions; Modis OfficeTeam; Partnership
16 Staffing Solution LLC; Paytech; Roth Staffing; Silicon Valley Staffing Group, Inc.; Solomon Page;
17 and Talent House Management.

18 37. "Workweek Payment" shall mean Settlement Class Member's pro-rata share of
19 the Net Settlement Amount, less applicable withholdings, based on the number of workweeks worked
20 by the individual Settlement Class Member during the Settlement Class Period. The NSA shall be
21 divided by the total workweeks according to company records and estimates worked by all Class
22 Members during the Class Period as applicable to determine a per workweek payout to all Class
23 Members who do not opt out Settlement Class Members. This rate shall be referred to as the
24 Workweek Rate. Each Settlement Class Member shall be paid an amount equal to their individual
25 workweeks worked Settlement Class Period, multiplied by the NSA divided by all workweeks worked
26 during the applicable Settlement Class Period. The Parties agree that the portion of the GSA attributable
27 to the *Williams* Action and the *Woodson* Action shall be allocated pro rata based on the number of
28 workweeks of Class Members/PAGA Members who were assigned to provide services to and/or

1 worked for the *Williams* Defendants and *Woodson* Defendants.

2 **TERMS OF AGREEMENT**

3 1. **General.**

4 1.1 Incorporation of Recitals and Definitions into Terms of Settlement Agreement.

5 The Parties agree that all of the “Recitals” and “Definitions” referenced hereinabove in this Settlement
6 Agreement are incorporated by reference into this Settlement Agreement as material terms of this
7 Settlement Agreement.

8 1.2 Terms of Settlement Agreement Subject to Conditional Class Certification and
9 Court Approval. This Settlement Agreement is made and entered into by and between Plaintiffs,
10 individually and on behalf of all Class Members, and Defendants, and subject to the terms and
11 conditions hereof, and the Court’s PAGA Approval, and the Court’s Preliminary and Final Approval.
12 All terms in this Settlement Agreement are subject to Court approval and conditional class certification
13 for settlement purposes only. Should the Court, or any other court taking jurisdiction of this matter,
14 decline to substantially approve all material aspects of the Settlement, refuse to grant PAGA Approval,
15 conditionally certify the Class for purposes of the Class Settlement substantially as defined in this
16 Settlement Agreement (although insubstantial and non-substantive differences of wording of the
17 definition of the Class shall have no effect on this Settlement Agreement), fail to grant Preliminary
18 Approval or Final Approval of the Class Settlement, or for any reason determine that Final Judgment
19 shall not be entered in the Action, the Parties shall work in good faith to remedy any concerns of the
20 Court in its failure to approve all material aspects of the Settlement, grant PAGA Approval,
21 conditionally certify the Class for purposes of the Class Settlement, grant Preliminary Approval or
22 Final Approval of the Class Settlement, or determine that Final Judgment shall not be entered in the
23 Action. After the Parties have exhausted their good faith efforts and have complied with the
24 instructions and/or guidance from the Court, and the Court fails to approve all material aspects of the
25 Settlement, grant PAGA Approval, conditionally certify the Class for purposes of the Class
26 Settlement, grant Preliminary Approval or Final Approval of the Class Settlement, or determine that
27 Final Judgment shall not be entered in the Action, Defendants shall have no obligation to make
28 payment of the Gross Settlement Amount or any portion thereof; the Parties shall pay the Settlement

1 Administrator for work performed up to that point, which shall be split evenly between the Parties;
2 and the litigation will restart as if no Settlement Agreement had been made, with the Parties being
3 restored to their positions at the time of the execution of the MOU.

4 1.3 Settlement Agreement Contingent on Plaintiffs Williams and Woodson Filing
5 of Amended Complaints. This Settlement shall be contingent upon Plaintiffs Williams and Woodson
6 filing concurrently with or before the Motion for Preliminary Approval a First Amended Complaint
7 with the Alameda County Superior Court. The amended Complaints shall be provided to Defendants
8 for their review and approval. Upon the approval of Defendants, Plaintiffs shall immediately thereafter
9 file the amended Complaints. Such amended Complaints may be filed either prior to, or concurrently
10 with, Plaintiffs' motions for preliminary settlement approval. Plaintiffs shall take such other action as
11 is necessary to exhaust the additional PAGA claims that are part of this Agreement. The claims to be
12 included in the amended PAGA letters to be filed by each of Plaintiff Williams and Plaintiff Woodson,
13 and to be included in Plaintiffs Williams/Woodson's amended Complaint, are as follows: (1) failure
14 to pay sick leave at the appropriate rate of pay; (2) failure to provide adequate notice of sick leave
15 benefits; (3) failure to provide one-day's-rest in seven; (4) failure to pay reporting time pay; (5) failure
16 to maintain timekeeping and payroll records; (6) failure to pay overtime and minimum wages based
17 on alleged off the clock work, rounding and failure to correctly calculate the regular rate of pay;
18 (7) failure to provide compliant meal periods; (8) failure to provide compliant rest periods; (9) failure
19 to pay meal and rest period premiums at the appropriate rate of pay; (10) failure to reimburse necessary
20 business expenses; (11) failure to timely pay wages during employment; (12) failure to pay final
21 wages; and (13) failure to provide accurate itemized wage statements. Defendants filed an Answer to
22 the First Amended Complaint on March 25, 2022. Plaintiffs will add claims for unpaid sick leave,
23 one-days-rest-seven-claim, reporting time, failure to maintain records, and viable PAGA penalties for
24 same and all other theories mentioned at mediation including in the mediation brief re same. As to
25 the substantive claims added to each Complaint not containing PAGA claims, the Parties will stipulate
26 that, subject to the Escalator Clause, the release of substantive claims will reach back to January 11,
27 2017.

28 1.4 The Parties have agreed to settle the Action in Court, including Settled Claims,

1 for the mutual benefit of the Parties and Class Members. This Agreement, the settlement process
2 (including but not limited to motions, correspondences, communications and filings), the proceedings,
3 and anything related to them shall have no impact on any individual arbitration agreements between
4 Defendants and any of Defendants' employees, regardless of whether they are Class Members or
5 PAGA Members. The Parties agree that the submission of Settled Claims to the Court is solely for
6 the purposes settlement and shall not be deemed as an invalidation, waiver, voidance of the arbitration
7 agreements, and shall have no negative impact on their continuing validity. By failing to request
8 exclusion with an Opt Out Request, any Class Member will be deemed to agree to the provisions of
9 this Paragraph.

10 1.5 For Temps, Defendants will make a good faith effort to identify the full name,
11 last known address, full social security number and number of workweeks at issue for those
12 individuals. However, to the extent Defendants are unable to do so, the Parties shall work
13 cooperatively to request the Court to issue an order advising Temp Agencies that information
14 regarding these individuals' full names, last known addresses, full social security numbers and
15 workweeks worked for Defendants is required in order to allow these Temps to fully participate in the
16 settlement. The Parties will work cooperatively to incorporate said information regarding Temps into
17 the class data to be provided to the settlement administrator(s). The Parties will meet and confer to
18 determine a method acceptable by the applicable court (such as public notice) to provide notice of,
19 and payment to, Temps as part of the settlement. Any additional costs associated with the notice
20 process shall be paid from the Gross Settlement Amount subject to approval by the Court.

21 **2. Defendants' Obligations Under the Settlement Agreement.**

22 2.1 Gross Settlement Amount. Within fifteen (15) business days after the Effective
23 Date, and in consideration for the releases and other terms described herein, Defendants shall pay the
24 Gross Settlement Amount to the Settlement Administrator, which will be used: (1) to satisfy the claims
25 of all Settlement Class Members; (2) to satisfy the Court-approved Class Representative Enhancement
26 in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) to each of Plaintiff
27 Williams and Plaintiff Woodson; (3) to satisfy the PAGA Payment to the LWDA and the PAGA
28 Members; (5) to pay the Settlement Administration Costs as approved by the Court; and (6) to pay the

1 Plaintiffs' Counsel Award as approved by the Court. The Individual Settlement Payments paid to
2 Settlement Class Members and PAGA Members shall be reported by the Settlement Administrator at
3 the appropriate time by IRS W-2 and IRS Form 1099, as required by applicable state and/or federal
4 law. Any sums not awarded for attorneys' fees, costs, class representative enhancement, and
5 settlement administration costs and amounts not claimed by Class Members shall be added to the NSA
6 at the time of distribution. This is an all-in settlement. No money will revert to Defendants. With the
7 sole exception of employer-side payroll taxes and the Escalator, under no circumstances will
8 Defendants be required to pay any amount in excess of the GSA and all Parties shall pay their own
9 fees and costs except as expressly provided herein.

10 2.1.1 Class Representative Enhancements. In exchange for the General Release
11 detailed herein, the release of all Settled Claims, and in recognition of Plaintiff Williams' and
12 Woodson's risk, time and effort in bringing and prosecuting the Action on behalf of the Class
13 Members, Defendants agree not to object to the Class Representative Enhancement for each Plaintiff
14 not to exceed Ten Thousand Dollars and No Cents (\$10,000.00), designated half (½) as an
15 enhancement payment and half (½) as a general release payment with a release of protections under
16 Civil Code 1542, which provides "A general release does not extend to claims that the creditor or
17 releasing party does not know or suspect to exist in his or her favor at the time of executing the release
18 and that, if known by him or her, would have materially affected his or her settlement with the debtor
19 or released party." The Class Representative Enhancement shall be reported by the Settlement
20 Administrator by an IRS Form 1099, without withholdings or deductions. The Class Representative
21 Enhancement shall be in addition to the Plaintiff Williams' and Woodson's Individual Settlement
22 Payment. However, if the Court awards less than the requested Class Representative Enhancement,
23 Plaintiffs Williams and Woodson agree to accept the Court's award as final and binding and any
24 reductions by the Court to the Class Representative Enhancement shall not be a basis for Plaintiff
25 Williams and Woodson to object to or otherwise not be bound by this Settlement Agreement. Any
26 reduction in the amount of the Class Representative Enhancement by the Court shall remain in the Net
27 Settlement Amount. Plaintiffs Williams and Woodson shall be solely and legally responsible to pay
28 any and all applicable employee-side taxes on each's Class Representative Enhancement and shall

1 indemnify and hold harmless Defendants and Plaintiffs' Counsel from any claim or liability for taxes,
2 penalties, and/or interest arising as a result of the payment, including any resulting taxes, penalties,
3 and interest deemed payable by Defendants.

4 2.1.3 Settlement Administration Costs. The Settlement Administrator shall be paid
5 for the costs of administration of the Settlement, and distribution of all payments from the Gross
6 Settlement Amount, including but not limited to the calculation and withholding of employee-paid
7 taxes from all gross amounts for all Individual Settlement Payments and all other responsibilities
8 delegated to the Settlement Administrator in this Settlement Agreement or ordered by the Court. The
9 maximum payment for the Settlement Administration shall not exceed Twenty-Five Thousand Dollars
10 No Cents (\$25,000.00) or the lowest reasonable amount by an administrator acceptable to all Parties
11 that can reasonably be achieved by the Parties. No fewer than fifteen (15) calendar days prior to the
12 hearing for Final Approval, the Settlement Administrator shall provide the Court and all counsel for
13 the Parties with a statement detailing the Settlement Administration process and costs. The Parties
14 agree to cooperate in the settlement administration process and to make all reasonable efforts to control
15 and minimize the costs and expenses in the administration of the Settlement. The Parties each
16 represent they have no financial interest in the Settlement Administrator. The Settlement
17 Administrator shall be responsible for those tasks listed in Paragraph 3 below. The Settlement
18 Administrator shall keep the Parties timely apprised of the performance of all Settlement
19 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
20 documents required by administration of this Agreement shall be prepared by the Settlement
21 Administrator. Any expenses in connection with such preparation shall be a cost of administration of
22 the Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs, as
23 approved by the Court, within fifteen (15) calendar days after Defendants fund the Gross Settlement
24 Amount.

25 2.1.4 Net Settlement Amount or "NSA". The portion of the Gross Settlement
26 Amount remaining after payment of the Class Representative Enhancement, Representative
27 Enhancement, Settlement Administration Costs, the PAGA Payment, and Plaintiffs' Counsel Award
28 shall be available for distribution to Settlement Class Members in accordance with Paragraph 3.3.

1 2.2 Payment of Plaintiffs' Counsel Award. Defendants agree not to oppose or
2 impede any application or motion by Plaintiffs' Counsel for a Plaintiffs' Counsel Award not to exceed
3 one-third (33 1/3%) of the Gross Settlement Amount, estimated to be Seven Hundred Ten Thousand
4 Six Hundred Eleven Dollars and Thirty Cents (\$710,611.30) (based on a Gross Settlement Amount of
5 \$2,131,833.92), plus costs and actual expenses subject to proof not to exceed Twenty Thousand
6 Dollars and No Cents (\$20,000.00), to be paid out of the Gross Settlement Amount. The Settlement
7 Administrator will pay to Plaintiffs' Counsel the Court-approved Plaintiffs' Counsel Award, in the
8 amount approved by the Court, within fifteen (15) calendar days after Defendants fund the Gross
9 Settlement Amount. Plaintiffs' Counsel shall be solely and legally responsible to pay all applicable
10 taxes on the payment made under this Paragraph. The Settlement Administrator shall issue IRS Form
11 1099 – MISC, Box 14 for the Plaintiffs' Counsel Award. Said payment shall be the sole payment for
12 attorneys' fees and costs and, otherwise, the Parties and Class Members and PAGA Members [defined
13 below] and their counsel shall bear their own fees and costs in connection with the litigation, including
14 but not limited to defending the preliminary and final approval motions and defending against any
15 objections, appeals, or the like. For avoidance of doubt, this also includes post-settlement efforts, fees
16 and costs.

17 2.3 Attorneys' Fees and Costs. Except as set forth herein, each party shall bear its
18 own costs and attorneys' fees. Defendants are not responsible or liable for any distribution of
19 attorneys' fees and costs amongst the Plaintiffs' Counsel or other attorneys, and Plaintiffs' Counsel
20 will indemnify and hold harmless Defendants for any dispute about the division of fees and costs
21 between or among counsel.

22 **3. Settlement Administration Process.**

23 3.1 Notice Procedure for Class Members. The Settlement Administrator shall be
24 responsible for the following notice procedure that shall be used to provide the requisite information
25 to Class Members about the Class Settlement. No separate notice shall be sent to PAGA Members, as
26 there is no provision for PAGA Members to opt-out of the PAGA settlement.

27 3.1.1 Class Information for Temps. For Temps, Defendants will make a good faith
28 effort to identify the full name, last known address, full social security number and number of

workweeks at issue for those individuals and provide a declaration describing the efforts. As part of a Preliminary Approval Order, the Court shall have authority to order any further efforts to obtain the full name, last known address and full social security number of all Class Members and PAGA Members who were employed as Temps to Defendants during the Class Period and PAGA Period. Workweeks for Temps are based on good faith estimates from available information to Defendants.

3.1.2 Delivery of the Class List. Within thirty (30) calendar days after Preliminary Approval, Defendants shall provide the Class List to the Settlement Administrator. The Class List shall remain confidential and shall not be disclosed to anyone or used for any purpose, except to carry out reasonable efforts described below, or under express written authorization by the Defendants, or by order of the Court.

3.1.3 Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after the delivery of the Class List, the Settlement Administrator shall perform an electronic address search using the National Change of Address Database or a similar tool, and shall send the Notice of Pendency of Class Action Settlement to all Class Members via regular First Class U.S. Mail, using the most current mailing addresses identified.

3.1.4 Request for Exclusion Procedure. The Notice of Pendency of Class Action Settlement shall provide Class Members with instructions on how to request exclusion from this Settlement. To be excluded, Class Members must submit an opt out request in writing, signed by the Class Member seeking exclusion from the Settlement, and postmarked on or before the Notice Deadline. Such written request for exclusion must contain the name, address, telephone number of the Class Member requesting exclusion. The request for exclusion must additionally state, in substance:

I have read and fully understand the Notice of Pendency of Class Action Settlement and I wish to opt out of the Action and settlement.

Class Members may consult counsel regarding the exclusion from the Settlement. The written request for exclusion, however, must be personally signed by the Class Member who seeks to opt out. No Class Member may opt out by a request signed by an actual or purported agent or attorney acting on behalf of the Class Member. No opt-out request may be made on behalf of a group of Class Members.

1 Any Class Member who requests exclusion from the Settlement will not be entitled to an Individual
2 Settlement Payment and will not be bound by the Settlement Agreement (except as to the release of
3 PAGA claims) or have any right to object, appeal, or comment in Court thereon. Class Members who
4 fail to submit a valid and timely request for exclusion on or before the Notice Deadline shall be bound
5 by all terms of the Settlement Agreement and the Order and Final Judgment as Settlement Class
6 Members. PAGA Members shall not be able to object to or opt out of the PAGA portion of the
7 Settlement. In the event that a Class Member who is also a PAGA Member objects to or opts out of
8 the Settlement, he or she will still be paid their pro rata share of the PAGA Member Payment, and will
9 still be bound by the release of PAGA claims.

10 3.1.5 Defendants' Option to Terminate Settlement. If five percent (5%) or more of
11 the Class Members request to be excluded from the Settlement, Defendants shall have, in their sole
12 discretion, the option to rescind this Settlement Agreement. Defendants must exercise this right to
13 rescind in writing to Plaintiffs' Counsel within fourteen (14) calendar days after the Settlement
14 Administrator notifies the Parties of the total number of requests for exclusion.

15 3.1.6 Objections. Only Settlement Class Members may object to the Settlement. To
16 object, a Settlement Class Member may submit a written objection to the Settlement Administrator no
17 later than the Notice Deadline, stating why he or she objects to the Settlement. If a Settlement Class
18 Member elects to submit a written objection, the written objection should state all objections which
19 the Settlement Class Member wishes to assert and the complete factual bases therefore. Plaintiffs'
20 Counsel and counsel for Defendants may, before the hearing for Final Approval, file responses to any
21 written objections submitted. Alternatively, Settlement Class Members may appear at the hearing for
22 Final Approval to lodge their objection in person or through their attorney. At no time shall any of
23 the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
24 written objections to the Settlement Agreement or appeal from the Order and Final Judgment. Because
25 of the inherent conflict that would result, Plaintiffs' Counsel and Defendants' Counsel both agree that
26 they will not represent any Settlement Class Members with respect to any objections to or appeals of
27 this Settlement. If a Class Member submits both an opt-out request and an objection, the opt-out
28 request will be operative and the objection will be deemed invalid.

1 3.1.7 Employment Date Disputes. Each Class Member's individualized employment
2 date information (*i.e.*, the dates during which a Class Member was employed by Defendants or a Temp
3 placed at Defendants in a non-exempt hourly paid position in California during the Settlement Class
4 Period) is based on Defendants' business records and/or information obtained from Temp Agencies
5 and will be provided in the Notice of Pendency of Class Action Settlement. As Defendants have at
6 most limited information on Temps, the Parties agree that Defendants will send a letter to relevant
7 Temp Agencies requesting that their Temps' demographic information and sufficient data to calculate
8 workweeks worked at Defendants' facilities be sent directly to the Settlement Administrator. Should
9 any Temp agency refuse to voluntarily provide this information, Plaintiffs will subpoena such records
10 and circulate all responses to Defendants and the Settlement Administrator. Class Members will have
11 the opportunity, should they disagree with the records regarding their employment date information
12 in the Notice of Pendency of Class Action Settlement, to provide documentation and/or an explanation
13 to show different employment date(s) during the Settlement Class Period. Additionally, Defendants
14 will have the opportunity, should they disagree with the data sent by any Temp Agency to the
15 Settlement Administrator, to provide documentation and/or an explanation to show different
16 demographic information and/or workweek calculations. If there is a dispute or contrary evidence,
17 the Settlement Administrator may consult with the Parties to determine whether an adjustment is
18 warranted. If Plaintiffs' Counsel and Defendants' Counsel cannot agree, the Settlement Administrator
19 shall make a determination consistent with this Settlement Agreement, subject to any Parties' right to
20 petition the Court to resolve the dispute.

21 3.1.8 Procedure for Lost and Undeliverable Notices. Within three (3) business days
22 upon request by the Class Member, but only if the request is made before the Notice Deadline, the
23 Settlement Administrator shall re-mail any Notice of Pendency of Class Action Settlement. Any
24 Notice of Pendency of Class Action Settlement returned to the Settlement Administrator as non-
25 delivered on or before the Notice Deadline shall be sent to the forwarding address affixed thereto. If
26 no forwarding address is provided, within three (3) business days of receipt of the undeliverable status
27 of a mailing, the Settlement Administrator shall attempt to determine a correct address using a skip-
28 trace, or other search using the name, address and/or Social Security number of the Class Member,

1 and shall re-mail the Notice of Pendency of Class Action Settlement. If, after performing a skip-trace
2 search, the Notice of Pendency of Class Action Settlement is still returned to the Settlement
3 Administrator as non-deliverable, the Settlement Administrator will have the discretion to take
4 reasonable, additional steps to locate the address of the Class Member, including obtaining the Class
5 Member's telephone number and attempting to contact the Class Member for an updated address. If
6 these efforts are fruitless and the Class Member's updated address cannot be located after the above
7 steps have been taken, that individual will be deemed a Settlement Class Member for purposes of the
8 Settled Claims and the Settlement Administrator will have no further obligation to obtain the Class
9 Member's current address, but such Settlement Class Member will not be sent an Individual Settlement
10 Payment and the amount attributable to said Settlement Class Member will be made part of the cy pres
11 distribution pursuant to paragraph 3.4. The deadline to submit an exclusion request for any Class
12 Member who is re-mailed a Notice of Pendency of Class Action Settlement shall be the initial Notice
13 Deadline or fifteen (15) calendar days after the date of the re-mailing, whichever is later. There shall
14 be no obligation to re-mail a Notice of Pendency of Class Action Settlement more than one (1) time.

15 3.2 Determination of Individual Settlement Payments. The Settlement
16 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
17 Payments under the terms of this Settlement Agreement. Should any question arise regarding the
18 determination of eligibility for participation in the Settlement or the amount of any Individual
19 Settlement Payment that are not resolved by the Settlement Administrator, Plaintiffs' Counsel and
20 Defendants' Counsel will meet and confer in an attempt to reach an agreement. Any unresolved
21 disputes concerning the administration of the Settlement Agreement will be resolved by the Court.

22 **3.3 Calculation of Individual Settlement Payments.**

23 3.3.1. Calculation of Individual Settlement Payments for Class Members. The Net
24 Settlement Amount shall be distributed as follows: (1) the Administrator shall calculate the total
25 number of workweeks for which all Settlement Class Members worked for Defendants during the
26 Settlement Class Period in a non-exempt hourly position in California ("Total Workweeks Worked");
27 (2) the Administrator shall calculate the amount to be paid per workweek worked ("Workweek
28 Amount") by dividing the Net Settlement Amount by the Total Workweeks Worked; (3) the

1 Administrator shall calculate each Settlement Class Member's Workweek Payment by multiplying the
2 Workweek Amount by the total workweeks worked by a particular Settlement Class Member during
3 the Settlement Class Period. The number of workweeks will be derived from the hire and termination
4 dates and payroll data in Defendants' records, which Defendants will supply to the Settlement
5 Administrator, as well as the Temp Agencies' records for Temps subject to the procedures outlined in
6 Section 3.1.7 herein.

7 3.3.1.1. Tax Allocation of Class Settlement Payments. Twenty percent (20%) of each
8 Individual Settlement Payment shall be characterized for tax purposes as wages reported on an IRS
9 Form W-2 and subject to all legally required withholdings and deductions and the remaining eighty
10 percent (80%) shall be characterized as penalties and interest reported on an IRS Form 1099 and not
11 subject to withholdings or deductions. The employee portion of the taxes on the wage portion of the
12 Individual Settlement Payments will be withheld from the Individual Settlement Payments in
13 accordance with applicable law. Employer payroll taxes shall be paid separately by Defendants and
14 shall not be paid from any portion of the Gross Settlement Amount.

15 3.3.2. Calculation of Individual Settlement Payments for PAGA Members. Pursuant
16 to Labor Code section 2699(i), 25% of the \$135,000.00 PAGA Payment, *i.e.*, \$33,750.00, shall be
17 distributed to the PAGA Members as the PAGA Payment as follows: (1) the Administrator shall
18 calculate the total number of workweeks for which all PAGA Members worked for Defendants or
19 Temps were placed at Defendants during the PAGA Period in a non-exempt hourly position in
20 California ("Total PAGA Workweeks Worked"); (2) the Administrator shall calculate the amount to
21 be paid per workweek worked ("PAGA Workweek Amount") by dividing the PAGA Payment by the
22 Total PAGA Workweeks Worked; (3) the Administrator shall calculate each PAGA Member's PAGA
23 Workweek Payment by multiplying the PAGA Workweek Amount by the PAGA Workweeks Worked
24 by a particular PAGA Member. The number of workweeks will be derived from the hire and
25 termination dates and payroll data in Defendants' records and available to the Parties from Temp
26 Agencies to be supplied to the Settlement Administrator, subject to the procedures outlined in
27 Section 3.1.7 herein. The Individual Settlement Payments for PAGA Members shall be treated as civil
28 penalties, as reported on an IRS Form 1099.

1 3.3.3. Payments To Class Do Not Trigger Additional or Derivative Payments. It is
2 expressly understood and agreed that the receipt of Individual Settlement Payments will not entitle
3 any Settlement Class Member to additional or derivative compensation or benefits under any company
4 bonus or other compensation or benefit plan or agreement in place during the period covered by the
5 Settlement, nor will it entitle any Settlement Class Member to any increased retirement, 401k benefits
6 or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
7 settlement awards provided for in this Agreement are the sole payments to be made by Defendants to
8 the Settlement Class Members, and that the Settlement Class Members are not entitled to any
9 additional or derivative compensation or benefits as a result of having received the settlement awards
10 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
11 that might have been in effect during the period covered by this Settlement).

12 3.4 Payment of Settlement Amounts. The Settlement Administrator shall have the
13 authority and obligation to make all payments, credits and disbursements, calculated in accordance
14 with the methodology set out in this Settlement Agreement and orders of the Court. No person shall
15 have any claim against Defendants, Defendants' Counsel, Plaintiffs, Class Members, Plaintiffs'
16 Counsel, or the Settlement Administrator based on distributions and payments made under this
17 Settlement Agreement. Individual Settlement Payment checks which are not negotiated within one
18 hundred fifty (150) calendar days after the date they are mailed shall be distributed pursuant to
19 California Code of Civil Procedure § 384 with 100% of the amount being distributed to CASA (see
20 <http://www.casaforchildren.org/site/c.mtJSJ7MPIsE/b.5301295/k.BE9A/Home.htm>) if permitted by
21 the Court or as otherwise directed by applicable law and as ordered by the Court with jurisdiction over
22 the settlement or agreed by the Parties. Any interest payment required by Code of Civil Procedure
23 section 384 shall be deducted from the proceeds of any uncashed checks, and in any event shall not
24 increase the Gross Settlement Amount.

25 3.5 Timing of Distribution. Fifteen (15) business days after the Effective Date,
26 Defendants shall provide to the Settlement Administrator the Gross Settlement Amount plus all
27 employer payroll taxes. Within ten (10) calendar days after the Settlement Administrator's receipt of
28 the Gross Settlement Amount, the Settlement Administrator will disburse the Individual Settlement

1 Payments, the PAGA LWDA Payment, the PAGA Member Payment, the Court-approved Class
2 Representative Enhancement, the Court-approved Representative Enhancement, the Court-Approved
3 Plaintiffs' Counsel Award and the Settlement Administration Costs.

4 4. Settlement Administrator's Reports. Not more than ten (10) calendar days
5 following the Notice Deadline, the Settlement Administrator shall provide Defendants' Counsel and
6 Plaintiffs' Counsel a report showing: (i) the number of Class Members who have submitted valid
7 exclusion requests; and (ii) the Individual Settlement Payments owed to each Settlement Class
8 Member, but the information provided to Plaintiffs' Counsel shall not contain the names of Class
9 Members. Consistent with the terms of this Settlement, the Settlement Administrator shall timely
10 provide such reports, statements, and declarations as are requested by the Parties for purposes of
11 seeking Final Approval of the Settlement. Upon completion of administration of the Settlement, the
12 Settlement Administrator shall provide written certification of such completion to counsel for all
13 Parties and the Court, if requested by the Parties.

14 5. Release of Class, PAGA and Individual Claims.

15 5.1 Release of Class Claims by Settlement Class Members. Upon the occurrence of
16 the Effective Date and Defendants' full payment of all sums required herein, Plaintiffs and all
17 Settlement Class Members will release acquit, and forever discharge Released Parties of all Settled
18 Claims arising during the Settlement Class Period. Upon the Effective Date, Settlement Class
19 Members shall be bound by this Settlement Agreement and the Court's orders related to the Action.

20 5.2 Release of Claims by Plaintiffs, the PAGA Members and the LWDA. Upon the
21 PAGA Approval, (i) Plaintiffs, in their capacity as private attorney generals for, and proxies or agents
22 of, the California LWDA; (ii) all Class Members who are also PAGA Members, and (iii) the LWDA,
23 as the real party in interest, shall irrevocably release, acquit, and forever discharge the Released Parties
24 of all Settled Claims, including all PAGA Claims, arising during the PAGA Period. Upon the Effective
25 Date, PAGA Members and the LWDA shall be bound by this Settlement Agreement and the Court's
26 orders related to the Action. The Parties acknowledge and agree that the formula used to calculate
27 workweeks and individual settlement payments and PAGA Member Payments does not imply that all
28 of the elements of damages covered by the release are not being taken into account. The above formula

1 was devised as a practical and logistical tool to simplify the payment process.

2 5.3 General Releases by Plaintiffs Williams and Woodson Only. Subject to the
3 occurrence of the Effective Date and Defendants' full payment of all sums required herein, Plaintiffs
4 shall release their Settled Claims against the Released Parties, and make the additional following
5 General Releases against the Released Parties: As a condition of receiving the Class Representative
6 Enhancement and as a condition of receiving the Representative Enhancement, Plaintiffs respectfully,
7 provide a full and final release as follows:

8 (a) Plaintiffs, and their respective agents, attorneys, representative, heirs,
9 successors, assigns, and each and all of them, hereby release, acquit, and forever discharge the
10 Released Parties of and from any and all obligations, debts, claims, liabilities, demands, and causes of
11 action of every kind, nature and description whatsoever, whether or not now known, suspected or
12 claimed, which they ever had, now have or may hereafter acquire, by reason of their employment with
13 Defendants or any other matter accruing from the beginning of time until the date of their signatures
14 on this Settlement Agreement, including more particularly, but without limiting the foregoing, the
15 following:

16 (i) claims asserted, directly or indirectly, impliedly or inferentially,
17 in the Action, or that may or could have been asserted in any cause of action or claim therein;

18 (ii) claims arising out of or in any way, directly or indirectly,
19 connected with Plaintiffs' employment with Defendants or any Released Party, including, but not
20 limited to, any claims arising under any federal, state or local law, statute, ordinance, rule or regulation
21 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
22 VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with
23 Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement
24 Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair
25 Employment and Housing Act ("FEHA"); all claims for wages or penalties under the California Labor
26 Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public
27 policy, retaliation, or interference with legal rights; any and all other employment or discrimination
28 laws; whistleblower claims; any tort, fraud or constitutional claims; and any breach of contract claims

1 or claims of promissory estoppel. It is agreed this is a general release and is to be broadly construed
2 as a release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly
3 includes no release of any claims that cannot be legally released. Plaintiffs warrant that they are not
4 aware of any business expenses incurred by them during his employment with Defendants for which
5 they have not been fully reimbursed. If a claim is not subject to release, to the extent permitted by
6 law, Plaintiffs waive any right or ability to be a class or collective action representative or to otherwise
7 participate in any putative or certified class, collective or multi-party action or proceeding based on
8 such a claim in which any Released Party is a party;

9 (iii) claims for attorneys' fees, and costs of prosecution except as set
10 forth in this Settlement Agreement.

11 (b) With respect to the General Release, Plaintiffs Williams and Woodson
12 stipulate and agree that, upon the Effective Date, Plaintiffs shall be deemed to have, and by operation
13 of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by
14 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
15 similar provision under federal or state law, which provides:

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

20 Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe
21 to be true with respect to the subject matter of the General Release, but Plaintiffs upon the Effective
22 Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and
23 forever settled and released any and all of the claims released pursuant to the General Release whether
24 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
25 heretofore have existed upon any theory of law or equity now existing or coming into existence in the
26 future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or
27 a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
28 different or additional facts.

(c) Nothing in this settlement agreement, including, but not limited to, the release of claims and confidentiality provisions, will prevent Plaintiffs from filing a charge or complaint with, reporting possible violations of any law or regulation, making disclosures to, and/or participating in any investigation or proceeding conducted by the United States Equal Employment Opportunity Commission, National Labor Relations Board, and/or any other federal, state or local agency charged with the enforcement of any laws, although by signing this release, Plaintiffs are waiving rights to individual relief based on claims asserted in such a charge or complaint, except where such a waiver of individual relief is prohibited.

(d) Nothing in this Settlement Agreement, including Plaintiffs' General Release, shall affect any workers' compensation claim(s).

7. Settlement Approval Process.

7.1 Preliminary Settlement Hearing. Plaintiffs shall request a hearing before the Court for Preliminary Approval of the Settlement Agreement, including but not limited to, a request for the entry of an Order for certification of the Class for settlement purposes only and setting a date for a Final Approval/Settlement Fairness Hearing. The proposed Order shall provide for the Notice of Pendency of Class Action Settlement to be sent to Class Members in a manner consistent with the terms of this Settlement Agreement. In conjunction with this hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Pendency of Class Action Settlement, attached hereto as **Exhibit A**. Plaintiffs will provide notice to the LWDA of this settlement at the time Plaintiffs file their motion for Preliminary Approval. Defendants shall draft the preliminary and final approval orders, subject to input and approval from Plaintiffs' Counsel.

7.2 No Solicitation of Settlement Objections or Exclusions. Plaintiffs and Plaintiffs' Counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement. Neither Plaintiffs nor Plaintiffs' Counsel shall directly or indirectly encourage Class Members to opt out of or object to the Settlement. The Parties agree to use their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the Parties or their counsel, solicit, seek to solicit or otherwise encourage Class Members to exclude themselves from the

1 settlement, to submit written objections to the Settlement Agreement, or to appeal from the Court's
2 Final Judgment.

3 7.3 Final Settlement Approval Hearing and Entry of Final Judgment. Upon
4 expiration of the Notice Deadline, with the Court's permission, a Final Approval/Settlement Fairness
5 Hearing shall be conducted to determine Final Approval of the Settlement along with the amounts
6 properly payable for (i) the Plaintiffs' Counsel Award, (ii) the Class Representative Enhancement,
7 (iii) the LWDA payment, (iv) the Settlement Administration Costs, and (v) the Representative
8 Enhancement. Upon Final Approval of the Settlement by the Court at or after the Final
9 Approval/Settlement Fairness Hearing, Plaintiffs shall present the Final Judgment to the Court for its
10 approval. After entry of the Final Judgment, the Court shall have continuing jurisdiction solely for
11 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement,
12 (ii) Settlement administration matters, and (iii) such post-Final Judgment matters as may be
13 appropriate and authorized by California law and as set forth in this Settlement Agreement.

14 7.4 Interim Stay of Proceedings. Unless and until this Settlement has been
15 approved by the Court and/or terminated or rescinded by one or more of the Parties as authorized
16 herein, the Parties agree to refrain from further litigation of this matter, and agree to extend all
17 discovery deadlines and depositions indefinitely, except such proceedings as are necessary to
18 implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties
19 further agree that the mutual, voluntary cessation of litigation shall terminate if Preliminary Approval
20 or Final Approval cannot be obtained for this Settlement after a reasonable and diligent attempt by the
21 Parties to obtain such approval.

22 8. Nullification of Settlement Agreement. If after the Parties' diligent and good
23 faith efforts to obtain PAGA Approval, and Preliminary Approval and Final Approval of the Class
24 Settlement, the Court does not grant PAGA Approval, and Preliminary Approval and Final Approval
25 of the Class Settlement, or the Settlement Agreement does not become Effective for any reason, all
26 matters covered by this Settlement Agreement shall be void *ab initio*. In such event, nothing in this
27 Settlement Agreement or any draft thereof, or of any of the other related documents or drafts thereof,
28 or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement

1 discussions leading to the execution of this Settlement Agreement shall have any effect, nor shall any
2 such matter be admissible in evidence for any purpose in the Action or in any other proceeding or
3 forum, nor shall any such matter be used or construed by or against any Party as a determination,
4 admission, or concession of any issue of law or fact in this, or any other litigation or proceeding. The
5 Parties do not waive, and instead expressly reserve, their respective rights with respect to the
6 prosecution and defense of the Action as if this Settlement Agreement never existed.

7 9. **Tax Liability.** Defendants' and Plaintiffs' Counsel make no representations as
8 to the tax treatment or legal effect of the payments called for, and Settlement Class Members and
9 PAGA Members are not relying on any statement or representation by Defendants' and/or Plaintiffs'
10 Counsel. Settlement Class Members understand and agree that they will be solely responsible for the
11 payment of their portion of any taxes and penalties assessed on their Individual Settlement Payments
12 and will defend, indemnify, and hold Defendants' and/or Plaintiffs' Counsel free and harmless from
13 and against any claims resulting from a Settlement Class Member's failure to pay employee-side taxes
14 due related to the Individual Settlement Payments or claim by PAGA Member.

15 10. **Dispute Resolution.** Except as otherwise set forth herein, all disputes by and
16 among Class Members (including Plaintiffs) and Defendants, concerning the interpretation of and
17 compliance with this Settlement Agreement that arise and exist prior to the Effective Date, shall be
18 resolved as follows:

19 10.1 The complaining party shall notify the other party in writing of the alleged
20 violation or dispute.

21 10.2 Upon receiving notice of the alleged violation or dispute, the responding party
22 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating party.

23 10.3 If the response does not address the alleged violation to the initiating party's
24 satisfaction, the parties to the dispute shall negotiate in good faith for up to ten (10) calendar days to
25 resolve their differences.

26 10.4 If the parties to the dispute cannot resolve their differences after thirty (30)
27 calendar days of the writing referenced in Paragraph 10.1, either party may seek judicial intervention.
28

1 10.5 Any Individual Settlement Payment dispute by a Settlement Class Member
2 shall be exclusively governed by the resolution procedures in Paragraph 3.1.6 and not by the
3 procedures in Paragraphs 10.1 through 10.4 of these Terms of Agreement. No Class Member or Party,
4 including Plaintiffs' Counsel and Defendants' Counsel, shall be liable for any attorneys' fees and costs
5 incurred by any other person and/or entity in connection with a dispute under Paragraph 3.1.6.

6 **11. General Provisions.**

7 11.1 Fair, Adequate and Reasonable Settlement. The Parties agree that the
8 Settlement is fair, adequate and reasonable and Plaintiffs and Plaintiffs' Counsel will represent as
9 much to the Court. Defendants will not take any contrary position. Plaintiffs' Counsel will detail the
10 reasons Plaintiffs' Counsel believes the Settlement to be in the best interests of the Class Members
11 including, but not limited to, an explanation of the potential weaknesses of Plaintiffs' and Class
12 Members' case if it were not to be settled in accordance with this Settlement.

13 11.2 Waiver of Appeals. The Parties agree to waive all appeals, with two express
14 exceptions. First, any Party may appeal any court order that materially alters the Settlement's terms
15 absent consent consistent with the terms of this Agreement. Second, if the Court awards less than the
16 requested attorneys' fees and/or costs, Plaintiffs' Counsel reserves the right to appeal that reduction
17 without any further payment by Defendants. Nothing herein restricts any Party from filing a cross-
18 appeal in the event an intervenor or objector appeals the Final Judgment.

19 11.3 Class Certification for Settlement Purposes Only. The Parties agree to stipulate
20 to class certification only for purposes of the Settlement and only as to the Class and for the Settlement
21 Class Period described herein. If, for any reason, the Settlement is not approved, the stipulation to
22 certification will be void. The Parties further agree that certification for purposes of the Settlement is
23 not an admission that class certification is proper under the standard applied to contested certification
24 motions and this Settlement will not be admissible in this or any other proceeding as evidence that
25 (i) a class should be certified, and/or (ii) Defendants are liable to Plaintiffs or the Class Members, other
26 than according to the Settlement's terms. If the Court does not grant either preliminary or final
27 approval of this settlement, the Parties stipulate that class certification will be revoked, but without
28 prejudice to other class certification proceedings.

1 11.4 Binding Settlement Agreement. Subject to the limitations in Paragraph 8, the
2 Parties intend this Settlement shall be fully enforceable and binding on all Parties, including Settlement
3 Class Members, and that it shall be admissible and subject to disclosure in any proceeding to enforce
4 its terms. The Parties further agree that this Settlement is enforceable pursuant to California Code of
5 Civil Procedure section 664.6.

6 11.5 Disposition of the Action. The Parties agree that the Action will be disposed of
7 by entry of a Final Judgment by the Court, ending the case without any further payment or action by
8 Defendant, after Final Approval is granted and any appeals exhausted, other than the payments and/or
9 actions required in this Agreement. The Parties further agree that the Action shall be stayed in all
10 respects pending the occurrence or failure of the Effective Date, except for purpose of filing motions
11 for Preliminary Approval and Final Approval, or any other matters sought by the Court, or actions to
12 carry out the terms of this Settlement Agreement. Notice of the Final Judgment shall be given by
13 posting the final judgment on the Settlement Administrator's website.

14 11.6 Preclusive Effect of Settlement Agreement and Approval. The terms of this
15 Settlement Agreement, including the Court's PAGA Approval, Preliminary Approval, Final Approval,
16 and the Final Judgment, are binding on Plaintiffs, the State of California and the PAGA Members with
17 respect to the PAGA Claims during the PAGA Period, and all Settlement Class Members, as well as
18 their heirs, executors and administrators, successors and assigns, and those terms shall have *res*
19 *judicata*, collateral estoppel, and preclusive effect in all pending and future claims, lawsuits or other
20 proceedings maintained by or on behalf of any such persons, or the State of California, to the extent
21 those claims, lawsuits or other proceedings constitute Settled Claims as set forth in the Settlement
22 Agreement. Notwithstanding any other provision in this Settlement Agreement, this Settlement
23 Agreement, the Court's PAGA Approval, the Final Approval, and the Judgment in the Action may be
24 filed in any action against or by Defendants or the Released Parties to support a defense of *res judicata*,
25 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
26 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

27 11.7 No Admission of Liability. The Parties agree that Defendants entering into this
28 Settlement shall not constitute any admission of liability by Defendants and this Settlement is a

1 settlement of disputed claims. The Parties agree that California Labor Code sections 206.5 and 2804
2 do not invalidate any provision of this Settlement Agreement because, among other things, the claims
3 and Settled Claims are disputed and contested and the Settlement was bargained for at arms' length
4 and approved by the Court. The Parties enter into this Settlement Agreement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they
7 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
8 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
9 contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
10 any other unlawful conduct with respect to Plaintiffs or any Class Member or PAGA Member. Neither
11 this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected
12 with it, shall be construed as an admission or concession by Defendants of any such violations or
13 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
14 of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be
15 offered or received as evidence in any action or proceeding to establish any liability or admission on
16 the part of Defendants or to establish the existence of any condition constituting a violation of, or a
17 non-compliance with, federal, state, local or other applicable law.

18 11.8 Confidentiality Obligations of the Settlement Administrator. The Settlement
19 Administrator shall keep all information regarding this Settlement Agreement and all information
20 regarding the Class Members that the Class Administrator receives to administrate this Settlement
21 strictly confidential and shall not disclose such information to any third party except by the express
22 written agreement of the Parties or as may be required by the Court to carry out the terms of this
23 Settlement Agreement. This confidentiality obligation shall not apply to the Settlement
24 Administrator's reporting obligations to applicable taxing authorities or to disclosures made by the
25 Settlement Administrator to a particular Class Member regarding that Class Member's claim as set
26 forth more fully herein.

27 11.9 Confidentiality. Defendants, Defendants' Counsel, Plaintiffs, and Plaintiffs'
28 Counsel agree to limit public comment on this Settlement, the Action, and the claims in the Action to

1 stating that the matter has been resolved to the satisfaction of both parties. This provision will not
2 affect Defendants' ability to assert res judicata or claim preclusion against plaintiffs in any other
3 action, including the *Jarquin* and *Cabrera* Actions. This provision will not affect Plaintiffs' Counsel's
4 ability to respond to Class Member inquiries. Neither side will initiate public comment. However,
5 Plaintiffs' Counsel may list the case in its qualifications to act as class counsel in other court filings.

6 11.10 Cooperation. The Parties, to the greatest extent possible, are obligated to work
7 together jointly using their best efforts to do all things necessary to effectuate the Settlement, and each
8 term therein. Unless otherwise agreed by the Parties, this joint obligation includes, but is not limited
9 to, fully documenting the Settlement, completing or filing any other required documents or pleadings,
10 arguing that the terms and conditions agreed upon should be enforced fully, commencing any required
11 action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review
12 of any adverse ruling, etc.

13 12. Exhibits and Headings. The terms of this Settlement Agreement include the
14 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
15 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The
16 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
17 convenience of reference only and do not constitute a part of this Settlement Agreement.

18 13. Amendment or Modification. Unless otherwise provided herein, this
19 Settlement Agreement may be amended or modified only by a written instrument signed by the Parties
20 and counsel for all Parties or their successors-in-interest.

21 14. Entire Agreement. This Settlement Agreement, any supplemental written
22 agreement subsequently incorporated, and any attached Exhibits constitute the entire Settlement
23 Agreement among these Parties, and no oral or written representations, warranties or inducements
24 have been made to any Party concerning this Settlement Agreement or its Exhibits other than the
25 representations, warranties and covenants contained and memorialized in such documents.

26 15. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
27 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
28 this Settlement Agreement and to take all appropriate action required or permitted to be taken by such

Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties cannot agree 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(s) signing this Settlement Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Settlement Agreement on behalf of Defendants.

16. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

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

18. Counterparts. This Settlement 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. A manual “wet” signature is required although a legible faxed and scanned copy/pdf of the manual (“wet”) signature may be used as an original for all purposes.

19. Plaintiffs’ Waiver of Right to be Excluded and Object. By signing this Settlement Agreement, Plaintiffs agree to be bound by the terms herein stated and further agree not to request to be excluded from the Class and agree not to object to any of the terms of this Settlement Agreement. Any such request for exclusion or objection from Plaintiffs shall therefore be void and of no force or effect. Efforts by Plaintiffs to circumvent the terms of this paragraph shall be void and of no force or effect.

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

21. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given

as of the fifth business day after emailing or mailing by United States registered or certified mail,
return receipt requested, addressed as follows:

To Plaintiffs' Counsel:

DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

LARRY W. LEE
SIMON L. YANG
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250

To Defendant:

JAMES E. HART
MICHELLE BARRETT FALCONER
IAN G. ROBERTSON
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

21. Cooperation in Drafting. The Parties have cooperated in the drafting and
preparation of this Settlement. This Settlement will not be construed against any Party on the basis
that the Party was the drafter or participated in the drafting.

IT IS SO AGREED.

05/10/2022

Dated: _____, 2022



RASON WILLIAMS, Plaintiff/Class
Representative/Aggrieved Employee

Dated: _____, 2022

MARQUISE WOODSON, Plaintiff/Class
Representative/Aggrieved Employee

as of the fifth business day after emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs' Counsel:

DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

LARRY W. LEE
SIMON L. YANG
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250

To Defendant:

JAMES E. HART
MICHELLE BARRETT FALCONER
IAN G. ROBERTSON
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

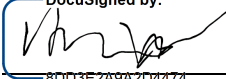
21. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated: _____, 2022

RASON WILLIAMS, Plaintiff/Class
Representative/Aggrieved Employee

Dated: 5/12/2022, 2022

DocuSigned by:


MARQUISE WOODSON, Plaintiff/Class
Representative/Aggrieved Employee

1 Dated: 5-18, 2022

COROVAN CORPORATION

2
3 By: Richard R Schmitz
Its: President

4 Dated: 5-18, 2022

COROVAN MOVING & STORAGE CO.

6 By: Richard R Schmitz
Its: President

8 Dated: 5-18, 2022

KLINGER MOVING COMPANY

10 By: Tom Schmitz
Its: Secretary

11 Dated: 5-18, 2022

EMPLOYERS LEASING COMPANY, INC.

14 By: Richard R Schmitz
Its: President

15 **APPROVED ONLY AS TO FORM:**

17 Dated: May 19, 2022

18
19 JAMES HART
MICHELLE BARRETT FALCONER
IAN G. ROBERTSON
LITTLER MENDELSON, P.C.
Attorneys for Defendants

22 Dated: May 10, 2022

23
24 DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
JUSTICE LAW CORPORATION, Attorneys for Plaintiff
Williams, on behalf of himself and all others similarly
26 situated and aggrieved employees, and on behalf of the
27 general public
28

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Dated: May 11, 2021

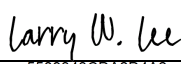
DocuSigned by:

LARRY W. LEE
SIMON L. YANG
DIVERSITY LAW GROUP, Attorneys for Plaintiff
Woodson, on behalf of himself and all others similarly
situated and aggrieved employees, and on behalf of the
general public

EXHIBIT A

ALAMEDA COUNTY SUPERIOR COURT

For the Following Consolidated Cases:

Rason Williams v. Corovan Corporations, Corovan Moving and Storage, Co., Klinger Moving Company, et al.

Case No. RG21085500

Marquise Woodson v. Employers Leasing Company, Inc. et al.

Case No. 37-2021-00003436

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: ALL CALIFORNIA NON-EXEMPT HOURLY-PAID EMPLOYEES CURRENTLY AND/OR FORMERLY EMPLOYED BY DEFENDANTS OR PLACED AT DEFENDANTS BY TEMPORARY AGENCIES (DEFINED BELOW) AT ANY TIME FROM JANUARY 11, 2017 TO NOVEMBER 1, 2021

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

WHY DID I GET THIS NOTICE?

You have received this Notice because the records of Corovan Corporation, Corovan Moving & Storage Co., Klinger Moving Company and/or Employers Leasing Company (“Defendants”) reflect that you are or may be a class member in a pending class action entitled, *Williams v. Corovan Corp.; Corovan Moving & Storage Co.; & Klinger Moving Co.*, Alameda County Superior Court, Case Number RG21085500 (and consolidated action, *Marquise Woodson v. Employers Leasing Company, Inc.*, Alameda County Superior Court, Case Number 37-2021-00003436) (the “Action”), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement (“Settlement”). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The *Williams* action was filed on January 11, 2020 and the *Woodson* action was filed on January 5, 2021, and the actions were consolidated on February 1, 2022. Letters placing the State of California and

Defendants on notice of claims being made under California's Private Attorneys General Act ("PAGA") were sent on October 29, 2020, December 28, 2020, January 5, 2021, and September 15, 2021. On February 16, 2022, the *Williams* and *Woodson* plaintiffs filed a consolidated First Amended Complaint. The consolidated action alleges claims for: (1) failure to pay wages during employment, including overtime/double time (whether based on off-the-clock, rounding, reporting time pay, sick pay, one-day's-rest in seven, failure to correctly calculate the regular rate of pay or other theories) (Labor Code §§510, 1194, 1197-1198); (2)-(3) failure to provide/authorize and permit meal and rest breaks and/or premiums (Labor Code §§226.7 and 512); (4) unpaid minimum wages (whether based on off-the-clock, rounding, or other theories) (Labor Code §§246, 1194, 1197, 1197.1); (5) failure to timely pay wages on termination (Labor Code Labor Code §§201-204); (6) failure to provide accurate wage statements (including a general failure to maintain requisite payroll and employment-related records) (Labor Code §226); (7) failure to reimburse business expenses (Labor Code §§2800-2802); (8) violation of California Labor Code § 2698 et seq. (PAGA) based on the foregoing claims and also based on: (i) failure to provide one-day's-rest in seven; (ii) failure to maintain timekeeping and payroll records; (iii) improperly calculated and paid sick leave, including alleged failure to provide adequate notice of sick leave benefits; and (9) violation of Cal. Bus. & Prof. Code § 17200 et seq.). A copy of the PAGA letters, the original Complaints filed, and the consolidated First Amended Complaint are on file with the Court.

Defendants deny each and all of the claims and contentions alleged by Plaintiffs. Defendants believe strongly that they have multiple valid defenses to the claims and that their employees and all individuals whose services were engaged through the temporary services agencies listed below (and defined as "Temp Agencies") have been properly paid and treated in accordance with the law. Absent the Settlement, Defendants would contest vigorously the Action. By agreeing to this Settlement, Defendants are not admitting that they have any liability. Plaintiffs believe that they would prevail on the claims that are subject to the Settlement.

After engaging in formal and informal discovery and an all-day mediation before an experienced mediator, Lynn Frank, Esq., and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date]. Plaintiffs and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by Plaintiffs or the defenses raised by Defendants are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it were to go to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as either a class action or a PAGA action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Rason Williams and Marquise Woodson are the Class Representatives or Plaintiffs in the Action and have asserted claims on behalf of themselves and the class. Corovan Corporation, Corovan Moving & Storage Co., Klinger Moving Company, and Employers Leasing Company are the Defendants. A class

action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to validly exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes any and all non-exempt hourly-paid employees currently and/or formerly employed by Defendants in California at any time during the Class Period, from January 11, 2017 through November 1, 2021 (referred to as the “Class Period”). The settlement class also includes non-exempt hourly paid temporary employees placed at Defendants during the Class Period from: a) Accounting Principals; b) Aerotek; c) JIM 360 Solutions; d) Modis OfficeTeam; e) Partnership Staffing Solution LLC; f) Paytech; g) Roth Staffing; h) Silicon Valley Staffing Group, Inc.; j) Solomon Page; and k) Talent House Management (“Temp Agencies”). These two groups individually and collectively will be referred to as “Class Members.”

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendants will pay a maximum “Gross Settlement Amount” in the amount of Two Million, One-Hundred Thirty-One, Eight Hundred Thirty-Three Dollars and Ninety-Two Cents (\$2,131,833.92), in exchange for the release by Settlement Class Members of Settled Claims (defined below) against them and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** \$ [REDACTED] shall be allocated to Settlement Class Members and referred to in this notice as the “Net Settlement Amount” or “NSA.” Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically. The amount that you will receive if you do not request to be excluded from the Settlement will be referred to in this notice as the “Individual Settlement Payment.” The Individual Settlement Payment will be calculated by paying you a proportionate share of the Net Settlement Amount based on the proportion of your Workweeks compared to all Workweeks by dividing the number of workweeks reflected in Defendants’ records for you during the Class Period by the total workweeks worked by all Settlement Class Members during the Class Period as reflected in Defendants’ records. Workweeks worked shall be determined by the Settlement Administrator based on data to be provided by Defendants, as may be modified by the Settlement Administrator’s or Court’s resolution of any challenges.
 - Your estimated Individual Settlement Payment is \$ [REDACTED].

Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendants or any other Released Parties. Your estimated payout may change depending on a number of factors, including but not limited to the number of individuals who remain Settlement Class Members.

- **Enhancement Payment:** Plaintiffs will each request an award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of each of their work in this Action on behalf of the Class and a general release of all of their individual claims.

- Plaintiffs' Counsel Award: Class Counsel (listed below) will seek a total amount of money not to exceed Seven Hundred Ten Thousand Six Hundred Eleven Dollars and Thirty Cents (\$710,611.30) to be paid in accordance with the Settlement for any and all attorney's fees and Twenty Thousand Dollars and No Cents (\$20,000.00) in costs and expenses relating to the Action.
- Settlement Administration: The cost of settlement administration will not exceed \$25,000.00), which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.
- Individual Settlement Payments for PAGA Members: Pursuant to California Labor Code Section 2698 *et seq.*, known as the Private Attorneys General Act or "PAGA", the Parties designate One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) of the Gross Settlement Amount as payment for Plaintiffs' claims on their own behalf and on behalf of all employees and temporary employees for penalties under the PAGA. Defendants shall pay seventy-five percent (75%) of that amount, or One Hundred One Thousand, Two Hundred Fifty Dollars (\$101,250.00), to California's Labor & Workforce Development Agency ("LWDA"). The remainder of Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00) shall be divided among aggrieved employees and aggrieved temporary employees and you will not be able to opt out or exclude yourself from this portion of the settlement. The Individual Settlement Payment for PAGA Members will be calculated by paying you a proportionate share of the Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00) based on the proportion of your PAGA Workweeks compared to all PAGA Workweeks by dividing the number of workweeks reflected in Defendants' records for you during the PAGA Period by the total workweeks worked by all PAGA Members during the PAGA Period as reflected in Defendants' records. Workweeks worked shall be determined by the Settlement Administrator based on data to be provided by Defendants, as may be modified by the Settlement Administrator's or Court's resolution of any challenges.

- Your estimated Individual Settlement Payment for PAGA Members is \$ [REDACTED].*

*If your estimated Individual Settlement Payment for PAGA Members is \$0, this is because you did not work for Defendants or provide Temp Agency services to Defendants during the PAGA Period and have no PAGA Workweeks.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

"Released Parties" means Defendants and each and all of their past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective

executors, predecessors, successors, assigns and legal representatives and all working with or in concert with them or connected with them, including without limitation, Temp Agencies.

“Settled Claims” means any and all claims arising during the Settlement Class Period that any Settlement Class Member may have against a Released Party, whether known or unknown, that were alleged in the operative Complaint and the PAGA letter in the applicable Action, or which could have been alleged based on the facts alleged therein. “Settled Claims” is intended to and includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, attorneys’ fees, costs, expenses, and interest, and releases all claims that would be subject to res judicata, regardless of theory or law alleged. The Final Judgment shall expressly provide that bars each and every Settlement Class Member, other than those who have validly opted out, from asserting any Settled Claims in the future.

The PAGA settlement will release any civil penalties, fees, costs and other amounts for the same claims under the PAGA.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

To receive your Individual Settlement Payment and your Individual Settlement Payment for PAGA Members, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address, and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Payment and, if applicable, your Individual Settlement Payment for PAGA Members will be mailed to the address on file.

Once you receive your Individual Settlement Payment and, if applicable, your Individual Settlement Payment for PAGA Members, you shall have One Hundred and Fifty (150) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your checks within that period, your checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Fifty (150) days of mailing shall be delivered to a *cy pres* beneficiary. The Parties have agreed that subject to Court approval, the *cy pres* beneficiary for this settlement shall be CASA (see <http://www.casaforchildren.org/>).

Neither Defendants, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Payment and your Individual Settlement Payment for PAGA Members. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendants or any other Released Party.

WHAT IF I DON’T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement other than the release of PAGA claims. To do so, you must submit an opt out request in writing, signed by you, seeking exclusion from the Settlement, mailed to [SA address], and postmarked on or before [45 days after mailing date]. This written request for exclusion must contain your name, address, and telephone number and must state, in substance:

I have read and fully understand the Notice of Pendency of Class Action Settlement and I wish to opt out of the Action and the class action portion of the settlement.

You may consult with counsel of your choice regarding potential exclusion from the Settlement. Any written request for exclusion, however, must be personally signed by you to be considered valid. You may not opt out by submitting a request signed by an actual or purported agent or attorney acting on your behalf.

If you timely and validly request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than the portion related to the PAGA. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, a Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). Your objection will be valid so long as you submit a written objection as set forth below. Alternatively, you may appear at the Final Approval Hearing and lodge your objection in person. The Final Approval Hearing is scheduled to take place on [REDACTED], at [REDACTED] a.m. in Department [REDACTED] of the Alameda County Superior Court, located at the address below. The hearing may be continued (i.e., moved to another date) without further notice to you.

If you wish to object, you may mail a written objection to the Settlement Administrator at the following address: [REDACTED]. To be valid, the written objection must be signed by you and state: (1) your full name; (2) your relevant dates of employment; (3) the basis for your objection; and (4) whether you intend to appear at the Final Approval Hearing. A Class Member who wishes to object in writing must submit his or her objection to the Settlement Administrator no later than [45 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents. If you submit both a request for exclusion and an objection, your objection will be deemed invalid and your request for exclusion will be effective.

CLASS COUNSEL

DOUGLAS HAN, ESQ.
SHUNT TATAVOS-GHARAJEH, ESQ.
PHILLIP SONG, ESQ.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

LARRY W. LEE, ESQ.
SIMON L. YANG, ESQ.
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250

DEFENDANTS' COUNSEL

JAMES E. HART, ESQ.
IAN G. ROBERTSON, ESQ.
LITTLER MENDELSON, P.C.
18565 Jamboree Road
Suite 800
Irvine, CA 92612

MICHELLE BARRETT FALCONER, ESQ.
LITTLER MENDELSON, P.C.
333 BUSH STREET, 34TH FLOOR
SAN FRANCISCO, CA 94104

	THE COURT ALAMEDA COUNTY SUPERIOR COURT Hayward Hall of Justice Department 517 24405 Amador Street Hayward, CA 94544
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The Court has decided that the law firms listed above under “CLASS COUNSEL” are qualified to represent the Settlement Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection and appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement. Even if you object, if the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Payment and Individual Settlement Payment for PAGA Members and will be barred from pursuing the Settled Claims.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not validly request to be excluded from the Settlement and PAGA members whether or not they receive or timely cash their Individual Settlement Payments and/or (if applicable) Individual Settlement Payments for PAGA Members. Final approval of the Settlement will bar any Settlement Class Member who does not validly request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims and will bar all PAGA Members from pursuing released PAGA claims regardless of whether they submitted a valid request for exclusion. The Class Action Settlement Agreement and Stipulation on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement, pleadings and all other records of this litigation may be examined online on the Alameda County Superior Court's website at <https://portal.alameda.courts.ca.gov/?q=node/388>

After arriving at the website, click the ‘Case Number Search’ link, create an account, then enter RG21085500 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the ‘Document Download’ button at the top right of the page at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in “CLASS COUNSEL” or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***