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**UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

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

Plaintiff,

v.

CONSOLIDATED
COMMUNICATIONS, an unknown
business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No.: 2:21-cv-0885-WBS-KJN

Honorable William B. Shubb

CLASS ACTION

**DECLARATION OF OVSANNA
TAKVORYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Notice of Motion and Motion for
Preliminary Approval of Class Action
and PAGA Settlement; Declaration of
Proposed Class Representative (Tricilla
Griffin); and [Proposed] Order filed
concurrently herewith]

Date: October 31, 2022
Time: 1:30 P.M.
Courtroom: 5

Complaint Filed: February 24, 2021
FAC Filed: April 26, 2021
Trial Date: None Set

DECLARATION OF OVSANNA TAKVORYAN

I, Ovsanna Takvoryan, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Tricilla Griffin (“Plaintiff”) in the above-captioned action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine

1 University School of Law in May of 2004. He has extensive formal training in
2 dispute resolution and negotiation from the Straus Institute for Dispute Resolution
3 as part of its Masters in Dispute Resolution degree program. In addition, he has
4 previously served as a pro bono mediator for the Los Angeles County Superior
5 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the
6 UCLA Extension Program. During the summer of 2000, he studied Legal Writing
7 at Harvard University. From approximately September 2002 to approximately
8 December 2002, he served as a Judicial Extern to the Honorable Kim McLane
9 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
10 approximately June 2002 to approximately August 2002, he served as a Judicial
11 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the
12 Second Appellate District. In December of 2004, he obtained a license to practice
13 law from the California State Bar. From approximately December 2004 to
14 approximately August 2008, he was employed by Girardi & Keese. At Girardi &
15 Keese, his practice focused on class actions and other complex cases involving toxic
16 torts and products liability. In addition, he gained substantial experience on cases
17 involving insurance bad faith, premises liability, and medical negligence. While
18 employed by Girardi & Keese, he argued approximately one hundred (100) motions,
19 took or defended approximately one hundred fifty (150) depositions, and prepared
20 dozens of expert witnesses for deposition or trial. Since in or around October of
21 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
22 focused on the prosecution of consumer and employment class actions, involving
23 wage-and-hour claims, race discrimination, unfair business practices, or consumer
24 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
25 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared
26 dozens of expert witnesses for deposition or trial, and attended over one hundred
27 seventy-five (175) mediations. Together with other attorneys at the firm, and in
28 many cases in conjunction with co-counsel, he has successfully litigated cases

1 involving the executive, administrative, and other overtime exemptions to the State
2 of California and federal overtime compensation requirements. Under his
3 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
4 contested motion practice in approximately fifteen (15) cases in the last decade and
5 litigated over one thousand (1,000) class action or representative action cases.

6 4. Arby Aiwasian is a Member and Shareholder of Lawyers *for* Justice,
7 PC. He received his Bachelor of Arts degree from University of California, Los
8 Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum
9 laude, from Southwestern Law School. From approximately May 2007 to
10 approximately July 2007, he served as a Judicial Extern to the Honorable Earl
11 Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
12 From approximately August 2008 to approximately December 2008 he served as a
13 Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court
14 of Appeals for the Ninth Circuit. He was admitted to practice law in California in
15 2010. He is admitted to practice before all courts of the State of California and all
16 United States District Courts in the State of California. He has worked on many
17 wage-and-hour class action and representative action cases, taking the lead in taking
18 and defending depositions, arguing motions, and attending mediations. He has
19 played an integral role in preparing matters for class certification, including and not
20 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles
21 County Superior Court Case No. BC424012), *Montazemi v. Regus Management*
22 (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*
23 *Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his and
24 Edwin Aiwasian's supervision, dozens of class action or representative cases have
25 resulted in settlements that have been granted court approval, including and not
26 limited to, those listed in paragraph 7 herein. He has worked on over one hundred
27 (100) class action or representative action cases which have resulted in settlement.
28

5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from Occidental College in 1998 and earned my Juris Doctor degree from the University of California, Los Angeles in 2001. I was admitted to practice law in California in 2001. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work

has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, mediation, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I founded my own boutique law firm in 2009 and in 2018 became a partner of an international law firm with over 240 attorneys worldwide, where I served as the administrative partner of the Los Angeles office and led the Global Finance Practice team. I have structured and negotiated a broad spectrum of complex commercial transactions and provided legal advice on potential risks and issues across various industries in a wide range of legal areas. I have also served as lead counsel on a jury trial. I currently serve on the Board of the Charlotte and Elise Merdinian Armenian Evangelical School and the Armenian Bar Association's Board of Governors, and I am a Former Executive Committee Chair of the Beverly Hills Bar Association.

EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND REPRESENTATIVE ACTION CASES

7. What follows are just a few examples of the type of results Lawyers for Justice, PC ("LFJ") has achieved on behalf of its clients:

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

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the

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

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

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

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

23 g) LFJ, in association with co-counsel therein, represented the
24 plaintiff in a wage-and-hour class action against a multinational corporation that
25 provides global workplace solutions, involving allegations of misclassification of
26 the “Operations Manager” position. On September 16, 2014, the court granted
27 plaintiff’s motion for class certification. The Los Angeles County Superior Court
28 Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the
2 plaintiff in a wage-and-hour class and PAGA representative action against a national
3 retailer of household items, on behalf of hourly-paid or non-exempt employees. On
4 May 27, 2015, the court granted final approval of the class and PAGA representative
5 action settlement. The San Francisco County Superior Court Case Number is CGC-
6 13-532344.

7 i) LFJ, in association with co-counsel therein, represented the
8 plaintiff in a wage-and-hour class and PAGA action involving allegations of
9 misclassification of the salaried residential “Property Manager” position. On
10 September 17, 2015, the court granted plaintiff’s motion for class certification. On
11 October 20, 2017, the court granted final approval of the class and PAGA
12 representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the
15 plaintiffs in a wage-and-hour class and PAGA representative action against a
16 national retailer of upscale hardware and home furnishings, on behalf of non-exempt
17 employees. On April 28, 2016, the court granted final approval of the class and
18 PAGA representative action settlement. The Los Angeles County Superior Court
19 Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination
20 Proceeding Number is 4794.

21 k) LFJ, in association with co-counsel therein, represented the
22 plaintiffs in a wage-and-hour class action against a national retailer of apparel and
23 fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the
24 court granted final approval of the class action settlement. The Los Angeles County
25 Superior Court Case Number is BC488069.

26 l) LFJ, in association with co-counsel therein, represented the
27 plaintiffs in a wage-and-hour class action against a national retailer of apparel,
28 accessories, and home products, involving allegations of misclassification of the

1 “Department Manager” position. On August 12, 2016, the court granted the
2 plaintiffs’ motion for class certification in part and certified a class. On August 6,
3 2019, the court granted final approval of the class action settlement. The Alameda
4 County Superior Court Case Number is RG13680477.

5 m) LFJ represented the plaintiff in a PAGA representative action
6 against a real estate and property management company, on behalf of non-exempt
7 employees. On November 4, 2016, the court granted approval of the PAGA
8 representative action settlement. The Orange County Superior Court Case Number
9 is 30-2015-00775439-CU-OE-CXC.

10 n) LFJ, in association with co-counsel therein, represented the
11 plaintiffs in a wage-and-hour class and PAGA representative action against a full-
12 service bank, on behalf of non-exempt employees. On November 18, 2016, the court
13 granted final approval of the class and PAGA representative action settlement. The
14 San Francisco County Superior Court Case Number is CJC-13-004839 and the
15 Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and
17 PAGA representative action against a foodservice distributor, on behalf of non-
18 exempt employees. On January 26, 2017, the court granted final approval of the
19 class and PAGA representative action settlement. The San Bernardino County
20 Superior Court Case Number is CIVDS1507260.

21 p) LFJ, on behalf of the plaintiff and respondent in a PAGA
22 representative action, successfully opposed in the trial court, and briefed and argued
23 an appeal with respect to the employer’s motion to compel arbitration, which
24 resulted in a published opinion by the California Court of Appeal in favor of
25 employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist.,
26 Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
27 Docket No. 17-254). The Riverside County Superior Court Case Numbers are
28

1 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding
2 Number is 5046.

3 q) LFJ, in association with co-counsel therein, represented the
4 plaintiffs in a wage-and-hour class and PAGA representative action against a
5 consumer packaging company, on behalf of non-exempt employees. On March 10,
6 2017, the court granted final approval of the class and PAGA representative action
7 settlement. The Los Angeles County Superior Court Case Number is BC590429.

8 r) LFJ, in association with co-counsel therein, represented the
9 plaintiffs in a wage-and-hour class and PAGA representative action against a
10 manufacturer of food service industry supplies on behalf of non-exempt employees.
11 On April 14, 2017, the court granted final approval of the class and PAGA
12 representative action settlement. The Orange County Superior Court Case Number
13 is 30-2015-00810013-CU-OE-CXC.

14 s) LFJ in association with co-counsel therein, represented the
15 plaintiffs in a wage-and-hour class and PAGA representative action against a lumber
16 and hardware company on behalf of non-exempt employees. On April 26, 2017, the
17 court granted final approval of the class and PAGA representative action settlement.
18 The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-
19 CXC.

20 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
21 representative action against a property management company, on behalf of non-
22 exempt employees. On June 14, 2017, the court granted final approval of the class
23 and PAGA representative action settlement. The Los Angeles County Superior
24 Court Case Number is BC586234.

25 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
26 representative action against a food company on behalf of non-exempt employees.
27 On June 30, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Sacramento County Superior Court Case
2 Number is 34-2015-00175871.

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

8 w) LFJ represented the plaintiff in a PAGA representative action,
9 against the parent company of several restaurants, on behalf of hourly-paid, non-
10 exempt employees. On October 18, 2017, the court granted approval of the PAGA
11 representative action settlement. The Los Angeles County Superior Court Case
12 Number is BC569664.

13 x) LFJ represented the plaintiffs in a wage-and-hour class and
14 PAGA representative action against a manufacturer of plastic containers on behalf
15 of non-exempt employees. On October 31, 2017, the court granted final approval of
16 the class and PAGA representative action settlement. The Los Angeles County
17 Superior Court Case Number is BC577233.

18 y) LFJ, in association with co-counsel therein, represented the
19 plaintiffs in a wage-and-hour class and PAGA representative action against a bank
20 on behalf of non-exempt employees. On December 11, 2017, the court granted final
21 approval of the class and PAGA representative action settlement. The Los Angeles
22 County Superior Court Case Number is BC569646.

23 z) LFJ, in association with co-counsel therein, represented the
24 plaintiffs in a wage-and-hour class and PAGA representative action against a
25 property management company on behalf of hourly-paid and non-exempt
26 employees. On January 4, 2018, the court granted final approval of the class and
27 PAGA representative action settlement. The Los Angeles County Superior Court
28

1 Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
2 Number is 4819.

3 aa) LFJ, in association with co-counsel therein, represented the
4 plaintiffs in a wage-and-hour class and PAGA representative action against a global
5 provider of flexible office space solutions. On February 15, 2018, the court granted
6 final approval of the class and PAGA representative action settlement. The Los
7 Angeles County Superior Court Case Number is BC498401.

8 bb) LFJ, in association with co-counsel therein, represents the
9 plaintiff in a wage-and-hour class action against a container manufacturer, on behalf
10 of non-exempt employees. On October 15, 2018, the court granted the plaintiff's
11 motion for class certification. The Tulare County Superior Court Case Number is
12 VCU264528.

13 cc) LFJ represented the plaintiffs in a wage-and-hour class and
14 PAGA representative action against a behavioral health service provider on behalf
15 of non-exempt employees. On November 13, 2018, the court granted final approval
16 of the class and PAGA representative action settlement. The Alameda County
17 Superior Court Case Number is RG16811450.

18 dd) LFJ, in association with co-counsel therein, represented the
19 plaintiff in a PAGA representative action against a global provider of products and
20 services to the energy industry, on behalf of hourly-paid and non-exempt employees.
21 On November 19, 2018, the court granted approval of the PAGA representative
22 action settlement. The Kern County Superior Court Case Number is S-1500-CV-
23 280215-SDC.

24 ee) LFJ, in association with co-counsel therein, represents the
25 plaintiff in a wage-and-hour class action against a parking company on behalf of
26 non-exempt employees. On September 3, 2019, the court granted the plaintiff's
27 motion for class certification and certified a class. The Santa Clara County Superior
28

1 Court Case Number is 16CV292208 and the Judicial Council Coordination
2 Proceeding Number is 4886.

3 ff) LFJ, in association with co-counsel therein, represents the
4 plaintiffs in a wage-and-hour class and representative action against a bank on behalf
5 of non-exempt employees. On September 27, 2019, the court granted the plaintiffs'
6 motion for class certification in part and certified a class. The Alameda County
7 Superior Court Case Number is RG15757606 and the Judicial Council Coordination
8 Proceeding Number is 4921.

9 gg) LFJ, in association with co-counsel therein, represented the
10 plaintiffs in a wage-and-hour class and PAGA representative action against a
11 national retailer of apparel and fashion accessories, on behalf of non-exempt
12 employees. On October 9, 2019, the court granted the plaintiffs' motion for class
13 certification in part and certified a class. On May 14, 2021, the court granted final
14 approval of the class and PAGA representative action settlement. The Sacramento
15 County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

16 hh) LFJ, in association with co-counsel therein, on behalf of the
17 plaintiff and respondent in a PAGA representative action, successfully opposed in
18 the trial court, and briefed and argued an appeal with respect to the employer's
19 motion to compel arbitration, resulting in a notable decision from the California
20 Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior*
21 *Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of
22 the PAGA representative action settlement. The San Diego County Superior Court
23 Case Number is 34-2015-00175330.

24 ii) LFJ, in association with co-counsel therein, represents the
25 plaintiff in a wage-and-hour class and PAGA representative action against a medical
26 equipment supplier on behalf of non-exempt employees. On February 13, 2020, the
27 court granted the plaintiff's motion for class certification and certified a class. The
28 San Bernardino County Superior Court Case Number is CIVDS1505744.

1 jj) LFJ, in association with co-counsel therein, represents the
2 plaintiff in a wage-and-hour class and PAGA representative action against a large
3 national drug testing laboratory on behalf of non-exempt employees. On February
4 21, 2020, the court granted the plaintiff's motion for class certification and certified
5 a class. The San Diego County Superior Court Case Number is 37-2018-00019611-
6 CU-OE-CTL.

7 kk) LFJ, in association with co-counsel therein, represents the
8 plaintiffs in a wage-and-hour class and PAGA representative action against a
9 national retailer of sportswear, footwear, and camping equipment on behalf of non-
10 exempt employees. On March 16, 2020, the court granted in part the plaintiff's
11 motion for class certification and certified a class. The Riverside County Superior
12 Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council
13 Coordination Proceeding Number is 4930.

14 ll) LFJ, in association with co-counsel therein, represents the
15 plaintiffs in a wage-and-hour class action against manufacturer and supplier of
16 power products and services on behalf of non-exempt employees. On July 31, 2020,
17 the court granted in part the plaintiffs' motion for class certification and certified a
18 class. The San Diego County Superior Court Case Number is 37-2015-00025968-
19 CU-OE-CTL.

20 mm) LFJ represents the plaintiff in a wage-and-hour class action
21 against a nutritional products manufacturer on behalf of non-exempt production
22 line employees. On December 13, 2021, the court granted the plaintiff's motion for
23 class certification in part and certified a class. The Solano County Superior Court
24 Case Number is FCS051001.

25 **THE SETTLEMENT AND WORK PERFORMED**

26 8. Attached hereto as "**EXHIBIT 1**" is a true and correct copy of the
27 fully executed Joint Stipulation of Class Action and PAGA Settlement
28 ("Settlement," "Agreement," or "Settlement Agreement") entered into by and

1 between Plaintiff Tricilla Griffin, individually and on behalf of all others similarly
 2 situated and other aggrieved employees, on the one hand, and Defendant
 3 Consolidated Communications (“Defendant”), on the other hand (collectively, the
 4 “Parties”). The Parties and their counsel have approved the proposed Notice of
 5 Class Action Settlement (“Class Notice”), which is attached to the Settlement
 6 Agreement as “**Exhibit A**” and respectfully request that the Court approve it as
 7 well.

8 9. As of December 14, 2021, the Class is estimated to consist of
 9 approximately two hundred seventy-four (274) individuals.

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

20 11. Class Counsel has litigated the case since the action commenced on
 21 February 24, 2021. The ongoing work has been extensive, demanding, and
 22 ultimately successful in achieving a substantial settlement resolution. Before filing
 23 this lawsuit, Class Counsel investigated and researched the facts and circumstances
 24 underlying the pertinent issues and applicable law. This required thorough
 25 discussions and interviews with Plaintiff and Class Members, and research into the
 26 various legal issues in this case, namely, the current state of the law as it applied to
 27 class certification, off-the-clock theory, meal and rest periods, wage-and-hour
 28 enforcement, Plaintiff’s allegations, and Defendant’s potential defenses. Based on

1 Class Counsel's research and investigations, Class Counsel determined that
2 Plaintiff's claims were well-suited for adjudication on a class-wide basis owing to
3 what appeared to be a common course of conduct affecting a similarly-situated
4 group of hourly-paid, non-exempt employees of Defendant within the State of
5 California.

6 12. After significant investigations and informal discovery, the parties
7 engaged in extensive settlement negotiations. The parties' efforts to negotiate a
8 settlement included participating in a private full-day mediation on December 21,
9 2021, conducted by Hon. Patrick J. Walsh (Ret.), a well-respected wage-and-hour
10 class action mediator, which resulted in reaching the proposed Settlement. Prior to
11 and during the mediation and settlement discussions, the Parties exchanged
12 extensive information and engaged in discussions regarding their evaluations of the
13 case and various aspects of the case, including but not limited to, the risks and delays
14 of further litigation, the risks to the Parties of proceeding with class certification
15 and/or representative adjudication, the law relating to off-the-clock theory, meal and
16 rest periods, PAGA representative actions, and wage-and-hour enforcement, as well
17 as the evidence produced and analyzed, and the possibility of appeals, among other
18 things. During all settlement discussions, the parties conducted their negotiations at
19 arm's length in an adversarial position. Arriving at a settlement that was acceptable
20 to both parties was not easy. Defendant and its counsel felt strongly about its ability
21 to prevail on the merits and at certification, and Plaintiff and Class Counsel believed
22 that they would be able to obtain class certification and prevail at trial. Thus, after
23 conducting investigations and informal discovery, and exchange of information,
24 extensive settlement negotiations, and with the aid of the mediator's evaluation, the
25 parties have agreed that this matter is well-suited for settlement given the factual
26 and legal issues relating to the class and PAGA claims, as well as the costs and risks
27 to both sides that would attend further litigation. The Settlement is a fair, reasonable,
28 and adequate resolution of the Released Claims, of Plaintiff and Settlement Class

Members, against the Released Parties.

13. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Class Counsel was preparing the action for class certification and trial. Prior to engaging in mediation, Plaintiff conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a sampling of time and pay data, Employee Handbooks, Workers' Compensation Benefits, Employee Reimbursement Agreement, Employee's Withholding Allowance Certificate, internal memoranda, Termination Form, job descriptions, policies (including, but not limited to, Customer Proprietary Network Information policy, Code of Business Conduct and Ethics, Insider Trading policy and amendments, Attendance policy, and Financial Concern Whistleblower policy), notices (including, but not limited to, Notice of Privacy Practices, Notice to Employee pursuant to Labor Code section 2810.5, Notice of Wages used for Unemployment Insurance Claims, and Notice of Change of Medical Provider Network), acknowledgements (including, but not limited, to the Employee Handbook Acknowledgement and Agreement, Attendance Policy Acknowledgement), Disciplinary Action Forms, among other information and documents. Class Counsel interviewed Plaintiff to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

14. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to

1 certification, representative PAGA claims, off-the-clock theory, meal and rest
2 periods, wage-and-hour enforcement, Plaintiff's claims and damages, and
3 Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I
4 submit that the result achieved in this litigation is fair, adequate, and reasonable.

5 15. The Settlement provides for a Gross Settlement Amount of Eight
6 Hundred Thousand Dollars (\$800,000) on a non-reversionary basis. The Settlement
7 also provides that, to the extent the number of Workweeks increases beyond 40,687
8 by more than 10% (i.e., exceed 44,756), the Gross Settlement Amount shall increase
9 1% for each 1% increase over 10%.

10 16. Under the terms of the Settlement, the Net Settlement Amount is the
11 Gross Settlement Amount less the following amounts subject to approval by the
12 Court: (1) attorneys' fees not to exceed thirty-five percent (35%) of the Gross
13 Settlement Amount (i.e., \$280,000) and reimbursement of litigation costs and
14 expenses in an amount up to Twenty-Four Thousand Dollars (\$24,000) to Class
15 Counsel ("Attorneys' Fees and Litigation Costs"); (2) Enhancement Payment to
16 Plaintiff in an amount not to exceed Seven Thousand Five Hundred Dollars
17 (\$7,500); (3) Administration Costs, which are estimated to be no more than Fifteen
18 Thousand Dollars (\$15,000) to Settlement Administrator; and (4) One Hundred Fifty
19 Thousand Dollars (\$150,000) to the California Labor and Workforce Development
20 Agency ("LWDA") for its portion of civil penalties recovered pursuant to PAGA
21 (i.e., 75% of \$200,000). Assuming that the amounts allocated under the Settlement
22 toward these payments are awarded by the Court, the Net Settlement Amount is
23 currently estimated to be Three Hundred Twenty Three Thousand Five Hundred
24 Dollars (\$323,500). The Net Settlement Amount will be used to pay Individual
25 Settlement Payments to Class Members who do not submit a valid and timely
26 Request for Exclusion ("Settlement Class Members").

27 17. The Parties have agreed to retain ILYM Group ("ILYM" or "Settlement
28 Administrator") to handle the notice and settlement administration. The Parties

respectfully request that the Court appoint ILYM to handle these procedures and serve as the Settlement Administrator. Defendant will provide ILYM with a list of Class Members that Defendant will compile from its records, which will include each Class Member's full name; last known address; last known telephone number, dates of employment with Defendant as an hourly-paid or non-exempt employee; the number of Workweeks worked during the Class Period; the number of Workweeks worked during the PAGA Period; Social Security Number; and last known email address ("Class List"), and ILYM will calculate each Settlement Class Member's estimated share of the Net Settlement Amount ("Individual Class Share"). ILYM's responsibilities include, but is not limited to, distributing and responding to inquiries about the Class Notice; determining the timeliness, validity, and/or completion of any Objections, Requests for Exclusion, and/or Workweeks Disputes; and calculating all amounts to be paid from the Net Settlement Amount. Administration Costs are currently estimated not to exceed Fifteen Thousand Dollars (\$15,000) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

18. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures.

1 Additionally, Plaintiff asserted that Defendant's recordkeeping practices with
2 respect to Plaintiff and the Class Members were substantially the same during the
3 time period at issue. As a result of the alleged uniform practices, Plaintiff claims
4 that the Class Members, were not paid all of the compensation that was owed to
5 them by Defendant since February 24, 2017. Thus, in Class Counsel's view, it is
6 clear that the outcome of this litigation would be determined by Defendant's uniform
7 operations and employment practices, policies, and procedures that Plaintiff alleges
8 applied across its hourly-paid or non-exempt employees in California during the
9 Class Period.

10 19. Class Counsel is aware of the defenses and position of Defendant, but
11 believes that Plaintiff could potentially obtain class certification despite many
12 obstacles. Plaintiff has also taken into account the uncertainty and risk of the
13 outcome of further litigation, and the difficulties and delays inherent in such
14 litigation, including those involved in class certification and/or representative
15 adjudication. Plaintiff further recognizes the possibility of bifurcation of discovery
16 and/or trial, risks of denial of class certification or de-certification after certification,
17 burdens of proof necessary to establish liability, Defendant's defenses, the
18 difficulties in establishing damages and entitlement to monetary recovery, court's
19 discretion with respect to assessment of civil penalties, and potential for appeals.
20 Plaintiff has also considered the Parties' settlement discussions, as well as the
21 evaluations of the mediator, who is experienced and well-regarded in complex labor
22 and employment matters.

23 20. Defendant, on the other hand, denied and continues to deny any liability
24 and wrongdoing of any kind associated with the claims alleged in the lawsuit, and
25 further denies that the lawsuit is appropriate for class treatment or representative
26 adjudication for any purpose other than this Settlement. Defendant believes that it
27 would ultimately succeed in the matter. Both sides have also had the opportunity to
28 interview witnesses and review documents and information relating to Plaintiff's and

1 Class Members' employment with Defendant, and Defendant's operations and
2 employment policies, practices, and procedures. The Parties also reviewed and
3 analyzed a large volume of documents and data, including but not limited to a
4 detailed sampling of Class Members' time and pay information, to determine the
5 potential value and strength of the claims. The available information enabled Class
6 Counsel to estimate the potential claims of the Class and prepare damages and
7 penalties valuation models. Accordingly, the Parties have conducted adequate
8 investigation and discovery to be sufficiently informed of the nature and extent of
9 the Class and PAGA claims, and to enable both sides to fully evaluate the Settlement
10 for its fairness, adequacy, and reasonableness. The Parties have agreed that the
11 matter is well-suited for settlement given the legal issues relating to the claims, as
12 well as the costs and risks to both sides that would attend further litigation. The
13 Settlement takes into account the strengths and weaknesses of each side's position
14 and the uncertainty of how the case might have concluded at certification, trial,
15 and/or appeals.

16 21. The Settlement Agreement provides for Class Counsel to apply for
17 Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed
18 thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$280,000), and
19 reimbursement of litigation expenses and costs in an amount up to Twenty-Four
20 Thousand Dollars (\$24,000), which will be paid out of the Gross Settlement
21 Amount, subject to approval by the Court. It should be noted that Class Counsel has
22 borne all of the risks and costs of litigation and will not receive any compensation
23 until recovery is obtained. Class Counsel has committed and continues to commit
24 significant financial and staffing resources to the representation of the Class.
25 Pursuant to Federal Rules of Civil Procedure 23(h), Class Counsel will file a motion
26 for attorneys' fees and costs prior to the Final Approval Hearing. The motion will
27 be supported by Class Counsel's declaration, a detailed breakdown of the tasks
28 performed and how much time Class Counsel spent performing the tasks, and a

1 statement of costs incurred to date.

2 22. The Settlement Agreement provides for payment of up to Seven
3 Thousand Five Hundred Dollars (\$7,500) to Plaintiff as an Enhancement Payment
4 to be paid out of the Gross Settlement Amount subject to approval by the Court. The
5 contemplated Enhancement Payment is fair and appropriate. Plaintiff spent
6 considerable time and effort to produce relevant documents and past employment
7 records and to provide the facts and evidence necessary to attempt to prove the
8 allegations. Plaintiff was available whenever Class Counsel needed her and actively
9 tried to obtain information that would facilitate the prosecution of this matter.
10 Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement
11 Payment, in addition to her Individual Settlement Payment, for her services in this
12 lawsuit.

13 23. Class Counsel submits that the Settlement is fair, reasonable, and
14 adequate, and is in the best interests of the Class and State of California. Class
15 Counsel further submits that the Settlement is within an acceptable range of recovery
16 for this type of litigation given the strengths and weaknesses of the case, the inherent
17 costs and risks of further litigation, and the costs and risks associated with class
18 certification, representative adjudication, trial, and/or appeals.

19 I declare under penalty of perjury under the laws of the United States of
20 America and the State of California that the foregoing is true and correct.

21 Executed on this 20th day of September 2022, at Glendale, California.

22
23 /s/ Ovsanna Takvoryan
24 Ovsanna Takvoryan
25
26
27
28

EXHIBIT 1

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Attorneys for Plaintiff Tricilla Griffin

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

CONSOLIDATED COMMUNICATIONS, an
unknown business entity; and DOES 1 through
10, inclusive,

Defendant.

Case No. 2:21-cv-0885-WBS-KJN

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: February 24, 2021

Trial Date: Not Yet Assigned

This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”) is made by and between the Plaintiff TRICILLA GRIFFIN (“Plaintiff”), on her own behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand, and Defendant CONSOLIDATED COMMUNICATIONS (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Tricilla Griffin v. Consolidated Communications*, filed in Placer County Superior Court, Case No. S-CV-0046281, and removed to the United States District Court, Eastern District of California, Case No. 2:21-cv-0885-WBS-KJN (“Action”). This Settlement resolves all claims that were asserted or could have been asserted against Defendant pertaining to the claims in the Action.

I. DEFINITIONS

A. “Administration Costs” means all administrative costs of settlement, including costs of notice to the Settlement Class, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

B. “Attorneys’ Fees and Litigation Costs” means the attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action (“Attorneys’ Fees”), which shall not exceed \$280,000.00 (which is 35% of the Gross Settlement Amount), and reimbursement of all actual costs and expenses incurred and to be incurred by Class Counsel in the Action (“Litigation Costs”) in an amount up to \$24,000.00, as set forth in Section XV below. The Attorneys’ Fees and Litigation Costs to Class Counsel approved by the Court shall be payable from the Gross Settlement Amount.

C. “Class Counsel” or “Plaintiff’s Counsel” mean Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Ovsanna Takvoryan of Lawyers *for* Justice, PC and all the lawyers of this firm acting on behalf of Plaintiff and the Settlement Class.

D. “Class Members” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period (collectively referred to as the “Class”).

///

1 **E. “Class Notice”** means the Notice of Proposed Class Action Settlement substantially
2 in the forms attached hereto as “**Exhibit A**” to be mailed by the Settlement Administrator to the
3 Class Members, as provided in Section X.A.

4 **F. “Court”** means the United States District Court, Eastern District of California.

5 **G. “Effective Date”** means the date on which the Final Approval Order and Judgment
6 becomes Final.

7 **H. “Enhancement Payment”** means the amount approved by the Court to be paid to
8 Plaintiff Tricilla Griffin in addition to her Individual Settlement Payment, in recognition of her
9 effort and work in prosecuting the Action on behalf of Class Members, as set forth in Section XVI
10 below. The Enhancement Payment payable to Plaintiff shall not exceed \$7,500.00 and shall be
11 payable from the Gross Settlement Amount.

12 **I. “Final”** means: (1) if no objection to the Settlement is submitted by a Class
13 Member, the date of entry of the Court’s Final Approval Order and Judgment; (2) if an objection
14 to the Settlement is submitted by a Class Member but no appeal is filed with respect to the Court’s
15 Final Approval Order and Judgment, the expiration date of the time for the filing or noticing of any
16 appeal from the Court’s Final Approval Order and Judgment, as determined under Rule 8.104(a)(3)
17 of the California Rules of Court; (3) if an objection to the Settlement is submitted by a Class
18 Member and an appeal is timely filed with respect to the Court’s Final Approval Order and
19 Judgment, the date of final affirmation of the Final Approval Order and Judgment from any appeal,
20 the expiration of the time for, or the denial of, a petition to review the Final Approval Order, or if
21 review is granted, the date of final affirmation of the Final Approval Order and Judgment following
22 review pursuant to that grant; or (4) if an objection to the Settlement is submitted by a Class
23 Member and an appeal is timely filed with respect to the Court’s Final Approval Order and
24 Judgment, the date of final dismissal of any appeal from the Final Approval Order and Judgment
25 or the final dismissal of any proceeding to review the Final Approval Order and Judgment, provided
26 that the Final Approval Order is affirmed and/or not reversed in any part.

27 **J. “Final Approval Order”** as used herein mean the final formal judgment entered by
28 the Court at the Final Approval Hearing in accordance with the terms herein, approving this

1 Agreement.

2 **K. “Plaintiff”** as used herein means Tricilla Jackson.

3 **L. “Net Settlement Amount”** means the Gross Settlement Amount minus any Court-
4 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
5 Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiff, and
6 LWDA Payment to the Labor and Workforce Development Agency (“LWDA”), and as provided
7 in Sections VIII, IX, and XV-XVII.

8 **M. “Individual Settlement Payments”** means payments made to the Settlement Class
9 Members from the Net Settlement Amount as part of the Settlement. The Individual Settlement
10 Payment combines a Settlement Class Member’s Individual Class Share (after reduction for the
11 employee’s share of taxes on the wage portion) and Individual PAGA Share (if applicable).

12 **N. “Individual Class Share”** means a Settlement Class Member’s *pro rata* share of
13 the Net Settlement Amount allocated to Class Members based on his or her Workweeks during the
14 Class Period.

15 **O. “Individual PAGA Share”** means a Settlement Class Member’s *pro rata* share of
16 the 25% portion of the PAGA Penalties allocated to aggrieved employees, based on their
17 Workweeks during the PAGA Period.

18 **P. “Settlement”** means the disposition and agreement to resolve the Action.

19 **Q. “Settlement Administrator”** means ILYM Group, the settlement administrator
20 selected by the Parties, and which will be responsible for the administration of the Gross Settlement
21 Amount, as defined below, and all related matters. The Parties each represent that they do not have
22 any financial interest in the Settlement Administrator or otherwise have a relationship with the
23 Settlement Administrator that could create a conflict of interest.

24 **R. “Gross Settlement Amount”** means the sum of Eight Hundred Thousand Dollars
25 (\$800,000.00), which shall be paid by Defendant, and from which all Individual Settlement
26 Payments pursuant to Section XII.A, Court-approved Attorneys’ Fees and Litigation Costs pursuant
27 to Section XV, Administration Costs pursuant to Section IX, Enhancement Payment pursuant to
28 Section XVI, and PAGA Penalties pursuant to Section XVII, will be paid. The Gross Settlement

1 Amount is the maximum amount that Defendant is obligated to pay under this Settlement
2 Agreement, except for the employer's share of payroll taxes with respect to the wage portion of
3 Individual Class Shares, which will be paid by Defendant separately and in addition to the Gross
4 Settlement Amount, and except as provided in Section I.X herein.

5 **S. "Settlement Class Member"** means a Class Member who does not submit a timely
6 and valid Request for Exclusion.

7 **T. "Class Period" or "Settlement Period"** means the period from February 27, 2017
8 through March 23, 2022.

9 **U. "PAGA Penalties"** means a total payment of Two Hundred Thousand Dollars
10 (\$200,000.00) to settle all claims under the Private Attorneys General Act ("PAGA"). From this
11 amount, 75% will be paid to the Labor and Workforce Development Agency ("LWDA") as its
12 "LWDA Payment" and 25% will be distributed to Settlement Class Member who worked for
13 Defendant during the PAGA Period as their "Individual PAGA Share." The PAGA Penalties shall
14 be payable from the Gross Settlement Amount.

15 **V. "PAGA Period"** means the period from February 19, 2020 through March 23, 2022.

16 **W. "Response Deadline"** means the deadline by which Class Members must submit a
17 Request for Exclusion, Objection, and/or Workweeks Dispute, which will be the date that is sixty
18 (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
19 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will
20 be extended to the next day on which the U.S. Postal Service is open. In the event that a Class
21 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member will be the
22 extended by fifteen (15) calendar days.

23 **X. "Workweeks"** means the number of weeks that a Class Member worked for
24 Defendant as an hourly-paid or non-exempt employee in California during the Class Period (based
25 on the number of workweeks in the Class List that Defendant provides to the Settlement
26 Administrator). Each Class Member will be credited with at least one (1) Workweek. A Workweek
27 includes any week in which a Class Member had a time worked entry in Defendant's timekeeping
28 system, but does not include weeks where an employee only had vacation time, sick time, or leave

time. Defendant represented that Class Members worked approximately 40,687 Workweeks from February 24, 2017 through December 21, 2021. If the number of Workweeks from February 24, 2017 through December 21, 2021 is actually more than 10% higher than 40,687 (i.e., there are more than 44,756 Workweeks for the referenced time period) (“Workweeks Threshold”), the Gross Settlement Amount will increase on a pro rata basis to the extent the Workweeks Threshold is exceeded. For example, if the Workweeks for the referenced time period exceed the Workweeks Threshold by 1%, then the Gross Settlement Amount will be increased by 1%.

II. BACKGROUND.

A. On February 19, 2021, Plaintiff sent a letter to the Labor and Workforce Development Agency, alleging that Defendant had violated certain provisions of the California Labor Code during her employment (“LWDA Letter”). Specifically, Plaintiff alleged in the LWDA Letter that Defendant had violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16-2001, by failing to pay overtime wages, provide compliant meal periods and associated premiums, provide rest periods and associated premiums, pay minimum wages, timely pay wages upon termination of employment, timely pay wages during employment, provide accurate wage statements, keep requisite payroll records, reimburse necessary business expenses, provide one day’s rest in a seven-day workweek, and provide reporting time pay.

B. On February 24, 2021, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Superior Court of the State of California for the County of Placer entitled *Tricilla Griffin v. Consolidated Communications*, Case No. S-CV-0046281, against Defendant. On April 26, 2021, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), adding a claim under the Private Attorneys General Act (“PAGA”). In this class and representative action (“the Action”), Plaintiff alleges, *inter alia*, on behalf of herself and all others similarly situated, that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders and the California Business and Professions

Code section 17200 *et seq.* as a result of Defendant's California wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant: (1) failed to pay overtime wages (in violation of California Labor Code sections 510 and 1198); (2) failed to provide compliant meal periods and associated premiums (in violation of California Labor Code sections 226.7 and 512(a)); (3) failed to provide compliant rest periods and associated premiums (in violation of California Labor Code section 226.7); (4) failed to pay minimum wages (in violation of California Labor Code sections 1194, 1197, and 1197.1); (5) failed to timely pay wages upon termination (in violation of California Labor Code sections 201 and 202); (6) failed to timely pay wages during employment (in violation of California Labor Code section 204); (7) failed to provide compliant wage statements (in violation of California Labor Code section 226(a)); (8) failed to keep requisite payroll records (in violation of California Labor Code section 1174(d)); (9) failed to reimburse necessary business expenses (in violation of California Labor Code sections 2800 and 2802); (10) engaged in unfair business practices (in violation of California Business & Professions Code sections 17200, *et seq.*); and (11) owe civil penalties (pursuant to California Labor Code sections 2698 *et seq.* (PAGA)).

C. On May 14, 2021, Defendant removed the Action to the United States District Court, Eastern District of California, and the case was assigned case number 2:21-cv-0885-WBS-KJN. The Action is currently venued in the Eastern District of California.

D. Class Counsel conducted extensive investigation, discovery, review and analysis of data and documents (including and not limited to, class datapoints, detailed payroll reports, and timekeeping details), and evaluation concerning the claims set forth in the LWDA Letter and the Action.

E. Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Action. The Parties participated in one full day of mediation before mediator Hon. Patrick J. Walsh (Ret.), on December 21, 2021. Judge Walsh is a well-respected wage-and-hour class action mediator, and mediation resulted in settlement of the claims in the LWDA Letter and the Action memorialized in this Settlement Agreement after extensive negotiations about the terms and conditions of the Settlement at the mediation.

1 **F.** Class Counsel has conducted an investigation of the law and facts relating to the
2 claims asserted in the LWDA Letter and the Action and has concluded, taking into account the
3 sharply contested issues involved, the defenses asserted by Defendant, the expense and time
4 necessary to pursue the Action through trial and any appeals, the risks and costs of further
5 prosecution of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
6 and the substantial benefits to be received by Plaintiff and the members of the Class and State of
7 California pursuant to this Agreement, that a settlement with Defendant on the terms and conditions
8 set forth herein is fair, reasonable, adequate, and in the best interests of the Class and State of
9 California. Plaintiff, on her own behalf, on behalf of the similarly-situated Class Members, and on
10 behalf of the State of California pursuant to PAGA, has agreed to settle the claims in the LWDA
11 Letter and the Action with Defendant on the terms set forth herein.

12 **G.** Defendant has concluded that, because of the substantial expense of defending
13 against the Action, the length of time necessary to resolve the issues presented herein, the
14 inconvenience involved, and the concomitant disruption to its business operations, it is in
15 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
16 allegations and claims asserted against it in the LWDA Letter and the Action. However, Defendant
17 nevertheless desires to settle the allegations and claims asserted in the LWDA Letter and the Action
18 for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the
19 purpose of putting to rest the controversies engendered by the LWDA Letter and the Action.

20 **H.** This Agreement is intended to and does effectuate the full, final and complete
21 settlement of all allegations and claims that were asserted, or could have been asserted, in the
22 LWDA Letter and the Action by Plaintiff and members of the Class as set forth in Sections II.A-B.

23 **III. JURISDICTION**

24 The Court has jurisdiction over the Parties and the subject matter of this Action. The Action
25 includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the
26 Court to grant relief pursuant to the applicable statutes. After the Court has granted final approval
27 of the Settlement and after the Court has ordered the entry of judgment, the Court shall retain
28

1 jurisdiction of the Action solely for the purpose of interpreting, implementing, and enforcing this
2 Settlement consistent with the terms set forth herein.

3 **IV. STIPULATION OF CLASS CERTIFICATION**

4 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.
5 This stipulation is contingent upon the preliminary and final approval and certification of the Class
6 only for purposes of settlement. Should the Settlement not become final, for whatever reason, the
7 fact that the Parties were willing to stipulate provisionally to class certification as part of the
8 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
9 whether a class should be certified in a non-settlement context in the Action. The Parties agree that
10 certification for purposes of the Settlement is not an admission that class action certification is
11 proper under the standards applied to contested certification motions and that this Settlement
12 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class
13 action should be certified for purposes other than the Settlement; or (b) Defendant is liable to
14 Plaintiff or any Class Member. Defendant expressly reserves the right to oppose class certification
15 and/or proactively move to deny certification should this Settlement be modified or reversed on
16 appeal or otherwise not become final. If, for any reason, the Settlement is not approved, the
17 stipulation to certification will be void.

18 **B.** Nothing in this Agreement will be construed as an admission or acknowledgement
19 of any kind that any class should be certified or given collective treatment in the Action or in any
20 other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to
21 this Agreement will be admissible in any court or other tribunal regarding the propriety of class
22 certification or collective treatment. In the event that this Agreement is not approved by the Court
23 or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be
24 deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the
25 Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of
26 its objections or defenses in the Action.

27 ///

28 ///

1 **V. MOTION FOR PRELIMINARY APPROVAL**

2 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving
3 the Settlement including the Notice of Class Action Settlement (“Class Notice”), which is attached
4 hereto as “**Exhibit A**”, and including certification of the Class for settlement purposes only.

5 **B.** The date that the Court enters an order granting preliminary approval of the
6 Settlement will be the “Preliminary Approval Date.”

7 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement
8 and will provide Defendant’s counsel the opportunity to review it and provide input before it is
9 filed. Plaintiff agrees to file the motion for preliminary approval of the settlement no later than
10 forty-five (45) days after this Agreement is fully executed.

11 **VI. STATEMENT OF NO ADMISSION**

12 **A.** Defendant denies liability for any claim or cause of action asserted in the LWDA
13 Letter and the Action. This Agreement does not constitute, and is not intended to constitute, an
14 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
15 made against it in the LWDA Letter and the Action.

16 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
17 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
18 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
19 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
20 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
21 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
22 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
23 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
24 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
25 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
26 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
27 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
28 before the Court that has as its purpose the interpretation, implementation, or enforcement of this

1 Agreement or any orders or judgments of the Court entered in connection with implementation of
2 this Agreement and/or the Settlement.

3 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

4 **A. Release As to All Settlement Class Members.**

5 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
6 Settlement Class Members waive, release, and discharge Defendant, and its divisions, affiliates,
7 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
8 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
9 subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related
10 corporations (collectively, “Released Parties”) of any and all wage-related claims that were alleged
11 in the LWDA Letter and Action or which could have been alleged in the LWDA Letter and Action
12 based on the facts asserted in the LWDA Letter and Action arising during the Class Period,
13 including the following claims, under any legal theory of liability, for: (1) alleged failure to pay
14 overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the
15 Industrial Welfare Commission Wage Orders; (2) alleged failure to provide meal periods pursuant
16 to California Labor Code sections 226.7 and 512 and the Industrial Welfare Commission Wage
17 Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7
18 and the Industrial Welfare Commission Wage Orders; (4) alleged failure to pay all minimum wages
19 owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the Industrial
20 Welfare Commission Wage Orders; (5) alleged failure to pay all wages owed at termination
21 pursuant to California Labor Code sections 201-203 and the Industrial Welfare Commission Wage
22 Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to
23 California Labor Code section 204 and the Industrial Welfare Commission Wage Orders; (7)
24 alleged failure to furnish compliant wage statements pursuant to California Labor Code section 226
25 and the Industrial Welfare Commission Wage Orders; (8) alleged failure to maintain adequate
26 payroll records pursuant to California Labor Code section 1174 and Industrial Welfare Commission
27 Wage Orders; (9) alleged failure to provide one day of rest in a seven day workweek pursuant to
28 California Labor Code sections 551 and 552 and the Industrial Welfare Commission Wage Orders;

(10) alleged failure to provide reporting time pay pursuant to California Labor Code section 1198 and Industrial Welfare Commission Wage Orders; (11) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the Industrial Welfare Commission Wage Orders; (12) alleged violations of California Business & Professions Code sections 17200, *et seq.*; and (13) alleged violations of California Labor Code section 2698-2699, *et seq.* (collectively, “Released Claims”).

B. General Release by Plaintiff Only.

In addition to the release made in Section VII.A, Plaintiff makes the additional following general release of all claims, known or unknown. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, for herself and her heirs, successors and assigns, does hereby waive, release, acquit, and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff’s behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, discrimination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion privacy claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California’s Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California’s Whistleblower Protection Act, and California Business & Professions Code section 17200 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, excluding only claims that, by law, may not be privately released. (The release set forth in this Paragraph B shall be referred to hereinafter as the “General Release.”)

With respect to the General Release, Plaintiff stipulates and agrees that, upon the date on which the Court's Final Approval Order becomes "Final", Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

VIII. MONETARY CONSIDERATION FOR SETTLEMENT

As consideration for this Agreement, Defendant will make a payment that totals the Gross Settlement Amount of \$800,000.00. The payment of the Gross Settlement Amount represents full and complete settlement of this matter. The Gross Settlement Amount includes all attorneys' fees and costs, administration costs, enhancement award to the class and PAGA representative, and payment to the California Labor and Workforce Development Agency ("LWDA"). The balance of the Gross Settlement Amount, after deduction of attorneys' fees and costs, administration costs, payment to the LWDA, and the enhancement award, will be the Net Settlement Amount. Defendant's employer payroll taxes and contributions in connection with the wages portion of the Settlement ("Employer Taxes") shall be paid separately and in addition to the Gross Settlement Amount.

IX. SETTLEMENT ADMINISTRATOR

Plaintiff and Defendant, through their respective counsel, have selected ILYM Group as a Settlement Administrator to administer the Settlement, which includes but is not limited to distributing and responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any Objections, Requests for Exclusion, and/or Workweeks Disputes, and

calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement Administrator, estimated to be no more \$15,000.00, will be paid from the Gross Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$15,000.00 will be paid from the Gross Settlement Amount. If the actual Administration Costs awarded are less than the amount provided herein, the difference will be part of the Net Settlement Amount. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

A. Notice.

Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class Notice, which in substance will be provided to the Class Members as follows:

1. As soon as practicable following preliminary approval of the Settlement, but no later than fifteen (15) calendar days after the Preliminary Approval Date, Defendant will provide to the Settlement Administrator the following information for each Class Member: (1) full name; (2) last known address; (3) last known telephone number; (4) dates of employment with Defendant as an hourly-paid or non-exempt employee; (5) the number of Workweeks worked during the Class Period; (6) the number of Workweeks worked during the PAGA Period; (7) Social Security number; and (8) last known email address (collectively, "Class List"). Defendant further agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. Plaintiff's Counsel shall also receive a redacted Class List that shall only disclose an identification number attributed to each Class Member and their associated Workweeks.

2. The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Class Notice to the Class Members via first-class U.S. Mail using the most current mailing address information available, within ten (10) calendar days of the receipt of the Class List from Defendant.

1 3. The Class Notice will include information regarding the nature of the Action;
2 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
3 preliminarily approved the Settlement; the nature and scope of the claims being released; the
4 procedure and time period for objecting to the Settlement, the date and location of the Final
5 Approval Hearing; information regarding the opt-out procedure; the number of Workweeks
6 credited to each Class Member during the Class Period and PAGA Period (if any), and the
7 procedure for disputing the number of Workweeks credited; and the estimated Individual Class
8 Share and estimated Individual PAGA Share for the Class Member.

9 4. If a Class Notice is returned as undeliverable within thirty (30) calendar days
10 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to
11 locate a more current address within three (3) business days of receipt of the returned mail. If the
12 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
13 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a
14 forwarding address to the Settlement Administrator before the Response Deadline, shall be re-
15 mailed to the forwarding address affixed thereto.

16 5. No later than twenty-five (25) calendar days before the Final Approval
17 Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with
18 a declaration attesting to the completion of the settlement notice administration process, including
19 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class
20 Notices, as well as the number of Workweeks Disputes, Requests for Exclusion, and Objections
21 received.

22 **B. Objections.**

23 Any Class Member making an objection to the Settlement must not have submitted a
24 Request for Exclusion (i.e., must not have opted out of the Settlement). To object to the Settlement,
25 a Settlement Class Member may send a written objection to the Settlement Administrator
26 (“Objection”) or appear at the Final Approval Hearing with or without submitting a written
27 objection to the Settlement. The Settlement Class Member may appear personally or through an
28 attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection

1 directly to the Court. However, any attorney who will represent an individual objecting to this
 2 Settlement must file a notice of appearance with the Court and serve it upon Class Counsel and
 3 Defendant's Counsel no later than Response Deadline. A timely and valid Objection must: (1)
 4 contain the case name and number of the Action; (2) contain the Settlement Class Member's full
 5 name, address, telephone number, signature, and last four digits of his or her Social Security
 6 number; (3) clearly state the grounds for the objection; (4) state whether the Settlement Class
 7 Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
 8 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the
 9 Settlement, the Class Member will remain a Settlement Class Member and if the Court approves
 10 this Agreement, the Settlement Class Member will be bound by the terms of the Settlement and
 11 Final Approval Order and Judgment in the same way and to the same extent as a Settlement Class
 12 Member who does not object to the Settlement. The postmark date will be deemed the exclusive
 13 means for determining whether the Objection is timely. The Court retains final authority with
 14 respect to the consideration and admissibility of any Objections to the Settlement from Settlement
 15 Class Members. The Class Notice shall contain instructions on how to object to the Settlement.

16 Class Members who submit a Request for Exclusion lack standing to object to the
 17 Settlement. In the event that a Class Member submits both a Request for Exclusion and an
 18 Objection, the Request for Exclusion will be valid, while the Objection will be considered invalid.

19 **C. Opportunity to Be Excluded and Defendant's Opt-Out Threshold.**

20 **1.** To exclude himself or herself from the Settlement (i.e., to validly opt out), a
 21 Class Member must submit a timely and valid written request for exclusion from the Settlement
 22 ("Request for Exclusion") to the Settlement Administrator. A timely and valid Request for
 23 Exclusion must: (1) contain the case name and number of the Action; (2) contain the Class
 24 Member's full name, address, telephone number, and last four digits of his or her Social Security
 25 number; (3) be signed by the Class Member or his or her authorized representative; (4) contain a
 26 clear statement that the Class Member requests to be excluded from the Settlement; and (5) be sent
 27 to the Settlement Administrator, postmarked by no later than the Response Deadline. The postmark
 28 date will be deemed the exclusive means for determining whether the Request for Exclusion is

1 timely. The Class Notice shall contain instructions on how to opt out.

2 2. The date of the initial mailing of the Class Notice, and the date the signed
3 Request for Exclusion was postmarked, shall be conclusively determined according to the records
4 of the Settlement Administrator. Any Class Member who submits a timely and valid Request for
5 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the terms
6 and conditions of the Settlement, and will not have any right to object, appeal, or comment thereon.
7 However, any Class Member who submits a timely and valid Request for Exclusion will still be
8 bound by the PAGA release contained in this Agreement and will receive his or her Individual
9 PAGA Share, if applicable.

10 3. Any Class Member who does not submit a timely and valid Request for
11 Exclusion to the Settlement Administrator will be deemed included in the Settlement in accordance
12 with this Settlement.

13 4. In the event that five percent (5%) or more of the Class Members exercise
14 their right to exclude themselves and opt out of the Settlement, Defendant retains the exclusive
15 right, but not the obligation, to withdraw from and terminate the Settlement and return all parties
16 back to their same position before the Settlement was reached and the Settlement Agreement was
17 entered into. In the event that Defendant exercises such rights under this paragraph, Plaintiff and
18 Defendant shall resume the Action. Defendant must notify Class Counsel and the Court in writing
19 of such a decision to withdraw and terminate the Settlement no later than five (5) business days
20 after receiving written notice from the Settlement Administrator that the number of opt outs exceed
21 5% of the Class. In the event of Defendant's withdrawal, no party may use the fact that the Parties
22 agreed to the Settlement for any reason, and Defendant shall pay all administration expenses
23 incurred through the date of its termination of the Settlement.

24 **D. Cooperation**

25 The Parties and their respective counsel agree not to encourage members of the Class to
26 refrain from participating in the Settlement, to opt out of the Settlement, or to object to the
27 Settlement, directly or indirectly, through any means. However, if a Class Member contacts Class
28

1 Counsel, Class Counsel may discuss the terms of the Settlement and the Class Member's options
2 with respect to the Settlement.

3 **XI. WORKWEEKS DISPUTE PROCEDURE**

4 **A.** To dispute his or her number of Workweeks set forth in the Notice Packet, a Class
5 Member must submit a timely and valid written Workweeks dispute ("Workweeks Dispute") to the
6 Settlement Administrator. A timely and valid Workweeks Dispute must: (a) contains the case name
7 and number of the Action; (b) contains the Class Member's full name, address, telephone number,
8 signature, and last four digits of his or her Social Security number; (c) contains a statement setting
9 forth the number of Workweeks that such Class Member believes is correct and attaches any
10 relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by
11 mail, postmarked no later than the Response Deadline. The postmark date will be deemed the
12 exclusive means for determining whether the Workweeks Dispute is timely. If a Class Member
13 does not dispute his or her number of Workweeks, the number of Workweeks set forth in the Class
14 Notice will govern the Individual Settlement Payment to the Class Member and such Class Member
15 need not take further action to participate in the Settlement.

16 **B.** Upon timely receipt of any Workweeks Dispute, the Settlement Administrator, in
17 consultation with Class Counsel and counsel for Defendant, will review the pertinent records
18 showing the dates the Class Member worked for Defendant in California and the number of weeks
19 worked, which records Defendant agrees to make available to the Settlement Administrator and
20 Class Counsel.

21 **C.** After consulting with Class Counsel and counsel for Defendant, the Settlement
22 Administrator shall compute the number of Workweeks to be used in computing the Class
23 Member's *pro rata* share of the Net Settlement Amount. In the event that there is a disparity
24 between the number of Workweeks a Class Member claims he or she worked during the Settlement
25 Period and the number of Workweeks indicated by Defendant's records, Defendant's records will
26 control unless inconsistent with records provided by the Class Member (or bona fide copies
27 thereof), in which case the records provided by the Class Member will control. The Settlement
28 Administrator's decision as to the total number of Workweeks shall be final and non-appealable.

1 The Settlement Administrator shall send written notice of the decision on any such dispute to the
2 Class Member, to Class Counsel, and counsel for Defendant within ten (10) calendar days of receipt
3 of the Workweeks Dispute.

4 **D.** Should any Class Member submit a timely Workweeks Dispute with a deficiency,
5 the Settlement Administrator shall, within five (5) calendar days of receipt, send a deficiency
6 notice. The deficiency notice will provide the Class Member the later of the Response Deadline
7 or fourteen (14) calendar days from the mailing of the deficiency notice to postmark a written
8 response to cure all deficiencies. The failure of a Class Member to timely respond to a deficiency
9 notice shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

10 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

11 **A. Distribution Formula.**

12 Settlement Class Members (i.e., Class Members who do not submit a timely and valid
13 Request for Exclusion) will receive a lump sum payment as good and valuable consideration for
14 the waiver and release of Released Claims set forth in Section VII.A, above, in an amount
15 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
16 Each Settlement Class Member's Individual Settlement Payment will be determined as follows:

17 **1.** Defendant will calculate the number of Workweeks of each Settlement Class
18 Member during the Class Period and during the PAGA Period and include this information in the
19 Class List.

20 **2.** The 25% portion of the PAGA Penalties (i.e., \$50,00.00) dedicated to
21 aggrieved employees shall be distributed to all Settlement Class Members who worked for
22 Defendant during the PAGA Period based on Workweeks during the PAGA Period. Specifically,
23 the 25% of the PAGA Penalties shall be divided by the total number of Workweeks worked by all
24 Settlement Class Members during the PAGA Period in order to establish the "PAGA Workweek
25 Point Value." Each Settlement Class Member's Workweeks during the PAGA Period will then be
26 multiplied by the PAGA Workweek Point Value to derive his or her Individual PAGA Share.

27 **3.** The Net Settlement Amount shall be distributed to Settlement Class Members
28 based on their Workweeks worked during the Class Period, Specifically, the Net Settlement Amount

1 shall be divided by the total number of Workweeks worked by all Settlement Class Members during
2 the Class Period in order to establish the “Workweek Point Value.” Each Settlement Class
3 Member’s Workweeks during the Class Period will then be multiplied by the Workweek Point Value
4 to derive his or her Individual Class Share.

5 **4.** The net payment of each Settlement Class Member’s Individual Class Share
6 (after reduction for the employee’s share of taxes and withholdings on the wage portion per Section
7 XIII below) and Individual PAGA Share (if applicable) is referred to as their “Individual Settlement
8 Payment.” The Settlement Administrator will issue the Individual Settlement Payment by way of
9 a single check which will include both the Individual Class Share and, if applicable, the Individual
10 PAGA Share of the Settlement Class Member.

11 **B. Funding of Settlement.**

12 Within fourteen (14) calendar days following the Effective Date, Defendant will deposit the
13 Gross Settlement Amount into an account established by the Settlement Administrator for
14 administration of the Settlement. At no time prior to the Effective Date shall Defendant be required
15 to escrow any portion of the Gross Settlement Amount.

16 **C. Time for Distribution.**

17 The Settlement Administrator shall distribute the Court-approved Attorney’s Fees and
18 Litigation Costs to Class Counsel, Court-approved Enhancement Payment to Plaintiff, Court-
19 approved Administration Costs to the Settlement Administrator, LWDA Payment to the LWDA,
20 and the Individual Settlement Payments (inclusive of the Individual Class Shares and, if applicable,
21 Individual PAGA Shares) to Settlement Class Members within twenty-one (21) calendar days
22 following the full funding of the Settlement.

23 **D. Returned or Uncashed Individual Settlement Payment Checks.**

24 If an Individual Settlement Payment check is returned to the Settlement Administrator as
25 undeliverable within thirty (30) calendar days of the mailing of the check, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
27 search and, if another address is identified, shall mail the check to the newly identified address
28 within ten (10) calendar days. Individual Settlement Payment checks issued to Settlement Class

Members will remain valid and negotiable for one hundred and eighty (180) days after issuance, and thereafter, the checks will be cancelled. After the 180-day check-cashing deadline, the attorneys for the Parties shall file a stipulation to amend the judgment, in accordance with California Code of Civil Procedure section 384.5, *et seq.*, that sets forth the total amount paid to Settlement Class Members and the amount of unpaid residue, plus any interest that has accrued on such funds in the account established by the Settlement Administrator, to be paid to the *cy pres*. The funds associated with any Individual Settlement Payment checks remaining uncashed after one hundred and eighty (180) calendar days of mailing will be paid to Voluntary Legal Services of Northern California, after the Court enters an order approving the parties' stipulation to amend the judgment. The Parties each represent that they do not have any financial interest in Voluntary Legal Services of Northern California or otherwise have a relationship with Voluntary Legal Services of Northern California that could create a conflict of interest. Defendant will not be required to pay any additional funds associated with the residue, as the interest included with the residue (as mentioned above) is limited to the interest earned, if any, in the account established by the Settlement Administrator.

XIII. TAXATION AND ALLOCATION

A. The Parties agree that all employees' share of employment taxes and other legally required withholdings will be withheld from payments to the Settlement Class Members and Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

B. In Defendant's sole discretion, and to which Plaintiff and Class Counsel do not object, the amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local withholding codes or regulations.

C. For withholding tax characterization purposes and payment of taxes, the Individual Class Shares to Settlement Class Members shall be deemed twenty percent (20%) as wages and eighty percent (80%) as penalties and interest. The portion allocated to wages will be reported on

1 an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS
2 Form-1099 by the Settlement Administrator. Settlement Class Members will be issued payment
3 of their Individual Class Share subject to reduction for the employee's share of taxes and
4 withholding with respect to the wage portion of their Individual Class Share. Individual PAGA
5 Shares will be allocated as one hundred percent (100%) penalties (to be reported on IRS Form
6 1099). The net payment of each Settlement Class Member's Individual Class Share (after reduction
7 for the employee's share of taxes on the wage portion) and Individual PAGA Share (if applicable)
8 is referred to as their "Individual Settlement Payment."

9 **D.** Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
10 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement,
11 by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other
12 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
13 may be modified in a manner to bring Defendant into compliance with any such changes.

14 **E.** The employer's share of payroll taxes and contributions on the wages portion of
15 Individual Class Shares will be paid by Defendant separately and in addition to (and not as a
16 deduction from) the Gross Settlement Amount.

17 **XIV. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

18 The amounts paid under this Agreement do not represent a modification of any previously
19 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
20 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
21 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
22 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
23 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
24 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.
25 Defendant retains the right to modify the language of its benefit plan, policies and bonus programs
26 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
27 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
28 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or

1 any other purpose, and that additional contributions or benefits are not required by this Settlement.

2 **XV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

3 **A.** Defendant shall not oppose an application by Class Counsel for an amount up to
4 thirty eight percent (35%) of the Gross Settlement Amount (i.e., \$280,000.00 if the Gross
5 Settlement Amount is \$800,000.00) for all past and future attorneys' fees necessary to prosecute,
6 settle, and administer the Action and this Settlement ("Attorneys' Fees"). Additionally, Defendant
7 shall not oppose an application by Class Counsel for an amount up to \$24,000, for all past and
8 future litigation costs and expenses necessary to prosecute, settle, and administer the Action and
9 this Settlement ("Litigation Costs"). Any Attorneys' Fees or Litigation Costs awarded to Class
10 Counsel by the Court as part of the Settlement shall be deducted from the Gross Settlement Amount
11 for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts
12 includes, without limitation, all time and expenses expended by Class Counsel in defending the
13 Settlement and securing preliminary and final approval (including any appeals therein). There will
14 be no additional consideration paid by Defendant for such work; although such work may cause
15 Class Counsel's lodestar to increase, Class Counsel will be limited to the Attorneys' Fees and
16 Litigation Costs provided for under the Settlement. The Attorneys' Fees and Litigation Costs shall
17 include all attorneys' fees, litigation costs, and expenses for which Plaintiff and Class Counsel
18 could claim under any legal theory whatsoever with respect to the Action. Within twenty-one (21)
19 calendar days following the Effective Date, the Settlement Administrator shall disburse payment
20 to Class Counsel from the Gross Settlement Amount for the Court-approved Attorneys' Fees and
21 Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys' Fees and/or
22 Litigation Costs than the amount that Class Counsel ultimately seeks, then any such unapproved
23 portion or portions shall be part of the Net Settlement Amount to be distributed to Settlement Class
24 Members on a *pro rata* basis. Plaintiffs shall not have the right to revoke the Settlement Agreement
25 if the Court reduces or does not approve the requested Attorneys' Fees and Litigation Costs,
26 although Plaintiffs shall retain the right to appeal any reduction of Attorneys' Fees and Litigation
27 Costs.

28 ///

1 **B.** The Attorneys' Fees and Litigation Costs shall be reported on IRS Form 1099. Also,
 2 with respect to the Attorneys' Fees and Litigation Costs to Class Counsel, the Settlement
 3 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
 4 attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an
 5 annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be
 6 included within the Administration Costs. Defendant and Defendant's counsel shall not be liable
 7 for any expenses associated with the purchase of an annuity by the Settlement Administrator.

8 **XVI. ENHANCEMENT PAYMENT TO PLAINTIFF**

9 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive
 10 an amount in excess of \$7,500.00 for her participation in and assistance with the Action
 11 ("Enhancement Payment"). Any Enhancement Payment awarded to Plaintiff by the Court as part
 12 of the Settlement shall be deducted from the Gross Settlement Amount for the purpose of
 13 determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court
 14 approves an Enhancement Payment of less than \$7,500.00 to Plaintiff, then the unapproved portion
 15 or portions shall be part of the Net Settlement Amount to be distributed to Settlement Class
 16 Members on a *pro rata* basis.

17 **XVII. PAGA ALLOCATION**

18 In order to implement the terms of this Settlement and to settle claims alleged under the
 19 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
 20 allocate Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Amount as
 21 penalties authorized by the PAGA ("PAGA Penalties"). Seventy-five percent (75%) of the PAGA
 22 Penalties (i.e., \$150,000) will be distributed to the Labor and Workforce Development Agency
 23 ("LWDA Payment") and twenty-five percent (25%) of the PAGA Penalties (i.e., \$50,000) will be
 24 part of the Net Settlement Amount for distribution to the Settlement Class Members who worked
 25 for Defendant during the PAGA Period. Within twenty-one (21) calendar days following the full
 26 funding of the Settlement, the Settlement Administrator shall disburse the LWDA Payment to the
 27 LWDA, and Plaintiff's Counsel will provide notice to the LWDA of the fact that the Settlement
 28

1 has been approved by the Court along with a copy of the Final Approval Order and Judgment
2 through the appropriate LWDA/DIR website.

3 **XVIII. COURT APPROVAL**

4 **A.** This Agreement and the Settlement is contingent upon final approval by the Court
5 and entry of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably
6 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
7 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
8 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
9 respects. Plaintiff and Defendant expressly agree that they will not file any objection to the terms
10 of the Settlement or assist or encourage any person or entity to file any such objection.

11 **B.** In the event it becomes impossible to secure approval of the Settlement, the Parties
12 shall be restored to their respective positions in the Action, as of the date on which the Settlement
13 was reached, except as otherwise provided in Section XIX, below.

14 **XIX. MISCELLANEOUS PROVISIONS**

15 **A. Interim Stay of Action.**

16 Plaintiff and Defendant agree to the stay of all proceedings in the Action, including with
17 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
18 to implement and complete the Settlement, pending Final Approval of the Settlement by the Court.

19 **B. Interpretation of the Agreement.**

20 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
21 as expressly provided herein, this Agreement has not been executed in reliance upon any other
22 written or oral representations or terms, and no such extrinsic oral or written representations or
23 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
24 that this Agreement is to be construed according to its terms and may not be varied or contradicted
25 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
26 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
27 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
28 be resolved solely and exclusively in the United States District Court, Eastern District of California,

1 and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them
2 solely in connection therewith. Plaintiff, on her own behalf, on behalf of the Class, and on behalf
3 of the State of California pursuant to PAGA, and Defendant participated in the negotiation and
4 drafting of this Agreement and had available to them the advice and assistance of independent
5 counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement
6 should be construed against the other. The terms and conditions of this Agreement constitute the
7 exclusive and final understanding and expression of all agreements between Plaintiff and Defendant
8 with respect to the Settlement.

9 **C. Further Cooperation.**

10 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
11 and execute all documents, to seek the necessary approvals from the Court, and to do all things
12 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible. As
13 explained above, Plaintiff agrees to file a motion for preliminary approval of this Settlement no
14 later than forty-five (45) days after this Agreement is fully executed. If the Parties are unable to
15 reach agreement on the form or content of any document needed to implement the Settlement
16 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms
17 of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the
18 Court to resolve such disagreement.

19 **D. Continued Confidentiality of Confidential Documents and Information.**

20 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
21 of all documents and other information obtained in the Action that were specifically designated as
22 confidential at the time they were produced (formally or informally) in the Action, unless ordered
23 to be disclosed by the Court or by a subpoena. Notwithstanding the foregoing, nothing in this
24 Settlement Agreement shall restrict Class Counsel from disclosing and including all publicly
25 available information regarding this case and the settlement in any documents filed with any court
26 and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).
27 Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be
28 made to the LWDA in conformity with PAGA.

E. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, either through a physical original, facsimile, electronic, or e-mail signature, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries.

Plaintiff, Settlement Class Members, the LWDA, and Defendant are intended beneficiaries of this Agreement, and there are no third-party beneficiaries.

H. Modification.

Before this Agreement has been submitted to the Court in connection with seeking preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court in connection with seeking preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a writing signed by the counsel for the Parties, subject to approval by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. Publicity

Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, in terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall be strictly required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to publicize this Action, issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, or any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Action, the facts of the Action, the Settlement, the fact of the Settlement, its terms or contents, and/or the negotiations underlying the Settlement. However, Class Counsel will not be prevented from referring to this Action and the Settlement by non-specific terms, to demonstrate Class Counsel's experience and adequacy in complex litigation. Also, Plaintiff and Class Counsel will undertake any and all submission of information and documents required to be made to the LWDA pursuant to PAGA and/or the Judicial Council of California pursuant to California Code of Civil Procedure section 384, *et seq.*

L. CAFA Notices

Defendant shall be responsible for providing any Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 no later than ten days after entry of an order granting preliminary approval of the Settlement. Defendant may delegate service of the CAFA notice to the Settlement Administrator. If Defendant does so, it shall provide the Settlement Administrator with the form of CAFA notice that the Settlement Administrator shall serve on the appropriate officials. Defendant shall file a declaration with the Court no later than 21 days after serving the CAFA notice stating that the CAFA notice has been served on the appropriate officials.

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M. Signatories.

It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

IT IS SO AGREED:

Date: 09/12/2022, 2022

Electronically Signed: 2022-09-12 22:23:22 UTC - 174.208.101.68
Hintex AssureSign®

Tricilla Griffin
TRICILLA GRIFFIN, *Plaintiff and*
Proposed Class Representative

Date: June 24, 2022

J. Garrett Van Osdell
CONSOLIDATED COMMUNICATIONS,
Defendant

Name: J. Garrett Van Osdell

Position: Chief Legal Officer

APPROVED AS TO FORM:

Date: _____, 2022

LAWYERS *for* JUSTICE, PC

Edwin Aiwanian
Attorneys for Plaintiff and Proposed Class
Counsel

Date: June 24, 2022

MEDINA McKELVEY LLP

Brandon R. McKelvey
Timothy B. Nelson
Attorneys for Consolidated Communications

M. Signatories.

It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

IT IS SO AGREED:

Date: _____, 2022

TRICILLA GRIFFIN, *Plaintiff and
Proposed Class Representative*

Date: June 24, 2022



CONSOLIDATED COMMUNICATIONS,
Defendant

Name: J. Garrett Van Osdell

Position: Chief Legal Officer

APPROVED AS TO FORM:

Date: September 12, 2022

LAWYERS for JUSTICE, PC



Edwin Aiwanian
*Attorneys for Plaintiff and Proposed Class
Counsel*

Date: June 24, 2022

MEDINA McKELVEY LLP



Brandon R. McKelvey
Timothy B. Nelson
Attorneys for Consolidated Communications

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Tricilla Griffin v. Consolidated Communications
United States District Court, Eastern District of California, Case No. 2:21-cv-0885-WBS-KJN

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Consolidated Communication's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

By order of the United States District Court, Eastern District of California (the "Court" or "Eastern District"), in the case entitled *Tricilla Griffin v. Consolidated Communications*, United States District Court, Eastern District of California, Case No. 2:21-cv-0885-WBS-KJN ("Action"), preliminary approval of a class action settlement was granted on [Date of Preliminary Approval]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Named Plaintiff Tricilla Griffin ("Named Plaintiff") and Defendant Consolidated Communications ("Consolidated") in the Action, which may affect your legal rights. Named Plaintiff and Consolidated are collectively referred to as the "Parties."

I. IMPORTANT DEFINITIONS

"Class" means current and former hourly-paid or non-exempt employees who were employed by Consolidated in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 24, 2017 through March 23, 2022.

"PAGA Period" means the period from February 19, 2020 through March 23, 2022.

II. BACKGROUND OF THE ACTION

On February 19, 2021, Named Plaintiff Tricilla Griffin sent a letter to the Labor and Workforce Development Agency, alleging that Defendant had violated certain provisions of the California Labor Code during her employment ("LWDA Letter"). On February 24, 2021, Named Plaintiff commenced a putative class action against Consolidated entitled *Tricilla Griffin v. Consolidated Communications*, Placer County Superior Court, Case No. S-CV-0046281 (the "Placer County Action"). In the Placer County Action, Named Plaintiff alleges that Consolidated violated California law by failing to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code. Named Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs. On April 26, 2021, Named Plaintiff filed a First Amended Complaint in the Placer County Action that added a claim for civil penalties pursuant to the Private Attorneys General Act (the "PAGA"). On May 14, 2021, Consolidated removed the Placer County Action to the United States District Court, Eastern District of California.

Consolidated denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with federal, state, and local laws. Consolidated also denies that this case is appropriate for class action treatment.

The Parties participated in a one full-day mediation session with a respected class action mediator, and as a result, the Parties

reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group as the administrator of the Settlement (“Settlement Administrator”), Named Plaintiff Tricilla Griffin as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Ovsanna Takvoryan, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Consolidated’s counsel is:

Brandon McKelvey, Esq.
Timothy Nelson, Esq.
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Thousand Dollars (\$800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion from the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Litigation Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$280,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Five Thousand Dollars (\$24,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Named Plaintiff for her services in the Action; (3) Administration Costs, estimated to be no more than Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) an allocation to PAGA penalties in the amount of Two Hundred Thousand Dollars (\$200,000.00) to settle all claims under PAGA, from which amount 75% (i.e., \$150,000.00) will be paid to the Labor and Workforce Development Agency and 25% (i.e., \$50,000.00) will be distributed to Class Members who worked for Defendant during the PAGA Period as their “Individual PAGA Share.”

Settlement Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Class Share”) based on the number of weeks each Class Member was employed by Consolidated as

an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). Workweeks will be calculated by determining the number of weeks in which each Settlement Class Member recorded time in Consolidated’s timekeeping system on at least one day during the week.

Each Individual Class Share shall be allocated twenty percent (20%) as wages which will be reported on an IRS Form W2 and eighty percent (80%) as penalties and interest which will be reported on an IRS Form 1099. Employer’s share of payroll taxes and contributions due on the wages portion of the Individual Class Shares will be paid by Consolidated in addition to the Gross Settlement Amount. Each Individual Class Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Class Shares, resulting in a net payment to the Settlement Class Member.

If the Court grants final approval of the Settlement, Individual Settlement Payments, combining a Settlement Class Member’s Individual Class Share (after reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Share, will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Consolidated’s Records

According to Consolidated’s records:

From February 24, 2017 through March 23, 2022, you were employed by Consolidated as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

From February 19, 2020 through March 23, 2022, you were employed by Consolidated as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) be mailed to the Settlement Administrator at the address specified in Section IV.B below, **by [Response Deadline]**; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Tricilla Griffin v. Consolidated Communications*, 2:21-cv-0885-WBS-KJN); and (5) clearly articulate the number of Workweeks you believe is correct and attach any supporting documentation.

C. Your Estimated Individual Class Share and Individual PAGA Share

As explained above, your estimated Individual Class Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Class Share is estimated to be \$ [REDACTED]. The Individual Class Share is subject to reduction for employee’s share of payroll taxes due on the wages portion of the Individual Class Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Share is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Class Share and Individual PAGA Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, Named Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion from the Settlement (i.e., Settlement Class Members) will be deemed to have fully and completely released and forever discharged all Released Claims he or she may have or had with respect to the Released Parties.

“Released Claims” means any and all wage-related claims that were alleged in the LWDA Letter and Action or which could have been alleged in the LWDA Letter and Action based on the facts asserted in the LWDA Letter and Action arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the Industrial Welfare Commission Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the Industrial Welfare Commission Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code

sections 226.7 and the Industrial Welfare Commission Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the Industrial Welfare Commission Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the Industrial Welfare Commission Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the Industrial Welfare Commission Wage Orders; (7) alleged failure to furnish compliant wage statements pursuant to California Labor Code section 226 and the Industrial Welfare Commission Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and Industrial Welfare Commission Wage Orders; (9) alleged failure to provide one day of rest in a seven day workweek pursuant to California Labor Code sections 551 and 552 and the Industrial Welfare Commission Wage Orders; (10) alleged failure to provide reporting time pay pursuant to California Labor Code section 1198 and Industrial Welfare Commission Wage Orders; (11) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the Industrial Welfare Commission Wage Orders; (12) alleged violations of California Business & Professions Code sections 17200, *et seq.*; and (13) alleged violations of California Labor Code section 2698-2699, *et seq.*

“Released Parties” means Consolidated and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to Thirty-Five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$280,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Four Thousand Dollars (\$24,000.00), subject to approval by the Court. All attorneys’ fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Action on behalf of Named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Named Plaintiff

Named Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) as an Enhancement Payment, in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Named Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated to be no more than Fifteen Thousand Dollars (\$15,000.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Class Shares, Individual PAGA Shares, and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Address]

A Request for Exclusion must: (1) be mailed to the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Tricilla Griffin v. Consolidated Communications*, 2:21-cv-0885-WBS-KJN); and (5) contain words that clearly describe your intention to opt out of the Settlement, such as: "I elect to exclude myself from the settlement in the *Griffin* litigation."

If the Court grants final approval of the Settlement, any Class Member who timely and validly requests exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not request exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Whether or not you request exclusion, you will receive a check for your portion of the PAGA Penalties, and you will be bound by the release of the PAGA claims in this settlement.

C. Object to the Settlement

You can object to the Settlement, or any portion thereof, as long as you have not submitted a Request for Exclusion.

To object to the Settlement, you may send a written objection to the Settlement Administrator or appear at the Final Approval Hearing (discussed below), with or without submitting a written objection to the Settlement, and present your objection directly to the Court.

If you wish to send a written objection to the Settlement Administrator, your written objection must: (1) be served onto the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Tricilla Griffin v. Consolidated Communications*, 2:21-cv-0885-WBS-KJN); (5) clearly state the legal and factual basis for your objection; (6) indicate whether you intend to appear and object to the Settlement at the Final Approval Hearing; and (7) if you are represented by counsel, indicate the name, address, and telephone number of any such counsel.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Courtroom 5, 14th Floor of the United States District Court, Eastern District, located at 501 I Street, Sacramento, California 95814, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the Attorneys' Fees and Litigation Costs to Class Counsel, the Enhancement Payment to Named Plaintiff, and the Administration Costs to the Settlement Administrator, and the PAGA Penalties.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You can also view the Settlement and other Court documents by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of California, located in Room 4-200 on the 4th Floor of the Robert T. Matsui United States Courthouse, 501 "I" Street, Sacramento, 95814, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

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