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Attorneys for Plaintiffs, JESUS DIAZ and HECTOR GARCIA
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JESUS DIAZ and HECTOR GARCIA on behalf
of themselves and all others similarly situated,

Plaintiffs,

vs.

CAL PLATE, INC. a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV00696

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Elihu M. Berle
Dept.: 6

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF THE
MOTION FOR FINAL APPROVAL.**

DECLARATION OF JAMES R. HAWKINS

I, James R. Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins APLC. I am one of the attorneys of record for Plaintiffs Jesus Diaz and Hector Garcia (hereinafter referred to as "Plaintiffs"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On January 8, 2020, Plaintiff Jesus Diaz initiated this action in the Superior Court for the County of Los Angeles, on behalf of himself and similarly situated persons, styled *Jesus Diaz v. Cal Plate, Inc.*, Case no. 20STCV00696. The Complaint asserts causes of action for; (1) failure to pay lawful wages owed; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to pay timely

1 wages; (5) knowing and intentional failure to comply with itemized employee wage statement
2 provisions; (6) violations of the unfair competition law (Bus. & Prof. Code § 17200 *et seq.*) (the
3 “Action”). On March 1, 2021, Hector Garcia provided notice to the Labor and Workforce
4 Development Agency (LWDA) of his intent to pursue Defendant for all civil penalties arising from,
5 Defendant’s alleged failure to, *inter alia*, pay all wages earned, including failure to provide proper
6 rest periods and meal breaks and failure to provide accurate wage statements.

7 3. On June 9, 2021, Plaintiff filed a First Amended Complaint adding an additional
8 named Plaintiff, Hector Garica, and an additional cause of action under PAGA.

9 4. As discussed in Plaintiff’s motion for preliminary approval, the predominant claims
10 in this action arise from alleged violations of California law with respect to rest periods and meal
11 breaks. Specifically, Plaintiffs allege that due to the workload requirements, they and class members
12 were not provided a minimum, uninterrupted 30-minute meal break before the end of the fifth hour
13 of their work shift. Plaintiffs also allege that they and Class Members were not provided a second
14 30-minute meal period when they worked shifts in excess of 10 hours. Similarly, with respect to the
15 rest break claim, Plaintiffs allege that due to the workload requirements, they and Class Members
16 were unable to take a minimum ten-minute rest break for every four hours or major fraction thereof
17 worked during their shifts.

18 5. Cal Plate denies Plaintiff’s allegations and maintains that Class Members were
19 provided with the opportunity to take all meal and rest periods to which they were entitled. Cal Plate
20 also maintained that Plaintiffs’ claims were improper for class treatment. Here, Defendant disputed
21 that any of the claims had merit based upon its written policies. Defendant also disputed the
22 propriety of certification in this case and contends that its policies and practices concerning the
23 claims asserted in this lawsuit are compliant with California law. Accordingly, it denies it has any
24 liability for the claims asserted by Plaintiff. Given the nature of the claims alleged, Defendant has
25 also denied and continues to deny that the lawsuit is appropriate for class treatment for any purpose
26 other than for settlement purposes only.

27 6. As discussed in Plaintiff’s preliminary approval motion, based on documents and
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1 information produced by Defendant in discovery, in preparation for mediation and during ensuing
2 settlement negotiations, Plaintiff's counsel estimated a potential liability between \$1,241,234 to
3 \$423,000 that may be owed to the putative class, assuming Plaintiff and the Class were able to
4 obtain an order certifying the class and were also able to prove all their claims.

5 7. Through his counsel, Plaintiff took into consideration the significant risk that class
6 certification could be denied on the central claims, or that a merits decision on the central claims
7 would not favor the Class. Plaintiff considered the expense and length of continued proceedings
8 necessary to continue the Action against Defendant through trial and any possible appeals along with
9 Defendant's financial position. The potential Net Settlement Fund (NSF) is \$187,579.84. An even
10 distribution of the NSF to the 133 Class Members provides \$1,410.37 to each Class Member. Thus,
11 the Settlement achieved a favorable result for the putative class members especially considering the
12 risks inherent in the continued litigation of this matter.

13 8. Through discovery, Plaintiff and Cal Plate have exchanged extensive documents and
14 information related to the claims asserted. Defendant has produced thousands of pages of
15 information, including timecard records and wage reports of putative class members. Defendant also
16 provided Plaintiffs with class data and random samples of time records, wage statements,
17 information regarding the number of non-exempt employees during the relevant time period.

18 9. After conducting extensive discovery, exchanging relevant information and engaging
19 in numerous discussions regarding the claims alleged, on June 28, 2021, the parties participated in a
20 private mediation with Mediator Michael Young, Esq. During the course of the mediation, the
21 parties exchanged further information and documentation concerning Plaintiff's claims, Cal Plate's
22 defenses, and aggressively advocated for their respective positions.

23 10. At the conclusion of the mediation, the parties reached a settlement in this action for a
24 maximum settlement amount of \$350,000. The parties exchanged various drafts of the Memorandum
25 of Understanding (MOU) which was executed by the Parties on or about August 19, 2021.
26 Thereafter, the parties exchanged multiple drafts of the proposed settlement release agreement and
27 class notice documents and engaged in communications regarding the settlement terms. The final
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1 terms and provisions of the settlement agreement were approved and executed by all the parties on
2 or about November 19, 2021. (A true and correct copy of the Settlement Agreement is attached
3 hereto as See Exhibit 1.)

4 11. The class representative enhancement payment is intended to compensate named
5 Plaintiffs Jesus Diaz and Hector Garcia as the class representatives for their willingness to accept the
6 responsibility of representing the interests of all class members. The purpose is to provide an
7 incentive payment, taking into consideration the risks, time and effort expended by them in coming
8 forward to provide invaluable information and to litigate this matter on behalf of all Class Members.
9 The enhancement payment is also in consideration for executing a general release of all their claims
10 against Cal Plate.

11 12. Class Counsel has represented, mediated and settled many other employee class
12 actions in wage and hour litigation. In 2007, I incorporated my wage and hour class action practice
13 as James Hawkins, APLC, and the Court has preliminarily approved my firm as Class Counsel in
14 this matter. Since its inception, this law firm has been exclusively involved in class actions and
15 complex litigation. Our office is litigating at least 60 other class actions.

16 13. Since 2002, I have been lead or co-lead counsel in all of the cases listed below, along
17 with many others. Plaintiffs counsel has been certified and approved as Class Counsel in other
18 wage/hour class actions including: Mancel v. United Parcel Service, Inc. dba UPS, LASC No. BC
19 325902 [Wage and Hour Class Action]; Acosta v. Fleetwood Travel Trailers of California, Inc., et
20 al., RSC, No. RIC 440630 [Wage and Hour Class Action]; Adame v. Pacific Messenger Service,
21 Inc., OCSC No. 05CC00013 [Wage and Hour Class Action]; Chandler v. Mi Piacce, LLP, et al.,
22 LASC No. BC 337780 [Wage and Hour Class Action]; Defries v. Domain Restaurants, et al., OCSC
23 No. 05CC00128 [Wage and Hour Class Action]; Denton v. BLB Enterprises, Inc., et al., OCSC No.
24 07CC01292 [Wage and Hour Class Action]; Maciel v. Orkin Exterminating Company, Inc., LASC
25 No. BC 357911 [Wage and Hour Class Action]; Martinez v. Securitas Security Services USA, et al.,
26 SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460 [Wage and Hour Class Action]; Martinez v.
27 Saint-Gobain Containers, USDC CD Cal. No. SA CV06-00690-CJC [Wage and Hour Class Action];
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1 McMurray v. Dave and Busters, Inc., OCSC No. 06CC00099 [Wage and Hour Class Action]; Osuna
2 v. DFG Restaurants, Inc., et al., LASC No. BC330145 [Wage and Hour Class Action]; Padron v.
3 Universal Protection Service, OCSC No. 05CC00013 [Wage and Hour Class Action]; Ortiz v.
4 Kmart, USDC CD Cal. No. SACV 06-638 ODW (Anx) [Wage and Hour Class Action]; Willems v.
5 Diedrich Coffee, Inc., OCSC No. 07CC00015, and numerous others.

6 14. Class Counsel commands a high hourly rate due to our success in overtime, meal and
7 rest period, expense reimbursement, misclassification, vacation pay, and various other wage and
8 hour class actions, and we take pride in being held in very high regard by the legal community.

9 15. James Hawkins APLC is a boutique law firm that specializes in wage and hour class
10 actions and is primarily comprised of several seasoned attorneys and staff. While this matter did not
11 conclusively preclude other employment, it did impact our ability to take on other cases. The hourly
12 rates for the attorneys who worked on this case, Isandra Fernandez, Lance Dacre and myself are
13 hourly rates charged by other firms that handle complex litigation in California. Numerous
14 California firms provided their hourly billing rates in connection with a survey conducted by the
15 National Law Journal. Of these California law firms, ten regularly charge hourly rates of \$660,
16 \$795, \$850, and even \$980 per hour. (A true and correct copy of this National Law Journal 2011
17 survey is attached hereto as Exhibit 3.)

18 16. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida Bar
19 since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
20 specialized in employment related litigation including complex wage and hour civil litigation since
21 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class action
22 litigations for our firm and has produced excellent results for this firm's clients in the wage and hour
23 class actions. Mr. Dacre joined the law firm on February 7, 2021. He has been a member of the
24 California bar since November 1997. His experience has been in both criminal and civil litigation.

25 17. Since on or about October 2019, prior to the inception of the filing of this law suit on
26 January 8, 2020, through the present, James Hawkins APLC has had to, among other things, expend
27 time on the following: discussions with client; conduct comprehensive investigations including but
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1 not limited to researching Defendant's structure, positions, locations; conduct research and analysis
2 regarding potential class members within the scope of the putative class and potential claims; draft
3 Complaint and PAGA letter to the LWDA; draft PAGA Complaint; draft First Amended Complaint;
4 discussions with defense counsel; prepare joint report and status conference; attend the same;
5 prepare a discovery plan on class certification issues related to the case; propound several sets of
6 formal discovery; engage in meet and confer discussions regarding discovery responses and
7 discussions regarding mediation and documents and information to be exchanged prior to; draft
8 request for dismissal of PAGA complaint; stay abreast of developments in case law; review
9 hundreds of pages of records, manuals and data; engage in discussions with Plaintiff and with class
10 members regarding lawsuit; review documents, engage in discussions; prepare for mediation; draft
11 mediation brief; participate in a full day mediation; engage in post mediation discussions and
12 exchange drafts of the MOU; engage in numerous discussions with Defendant; regarding the specific
13 terms of the Settlement and exchange multiple drafts of the settlement agreement, review
14 information regarding other potential cases with overlapping claims; prepare motion for preliminary
15 approval and supporting documents; review tentative ruling regarding preliminary approval motion,
16 research issues presented, review damage analysis, revise notice documents; draft supplement to
17 preliminary approval motion; review order; correspondence and discussions with settlement
18 administrator re: notice documents; discussions with settlement administrator and defense regarding
19 class data and potential impact on settlement amount; review weekly reports regarding class notice;
20 discussions with defendant and settlement administration regarding final approval; correspondence
21 with court regarding continuation of final approval hearing; prepare final approval moving papers;
22 take all actions to finalize a settlement through the final approval phases and beyond. A great
23 amount of time and effort has been expended to properly and comprehensively perform the job
24 required of this case and prepare for all contingencies that may arise, regardless of whether the case
25 settles.

26 18. The attorneys who have worked on this matter are Ms. Fernandez, Mr. Dacre and me.
27 My hourly rate is \$900, Ms. Fernandez's hourly rate is \$850, and Mr. Dacre's hourly rate is \$650.
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1 The hourly rate for the paralegal who worked this matter is \$200., Since the inception of this matter,
2 prior to filing the Complaint, the total amount of attorney time and paralegal time estimated to have
3 been expended and also estimated to be expended in finalizing this matter is 175.3 (James Hawkins
4 44 hours, Ms. Fernandez 98.5 hours, Mr. Dacre 12.8 hours and Ms. Whitson 20 hours) which
5 equates to \$135,645 in fees.

6 19. Here, the parties' contractual agreement to pay counsel's attorneys' fees is
7 reasonable. My firm has been the only counsel to represent Plaintiffs and the Class Members in this
8 matter, and we have borne the entire risk and cost of this litigation on a pure contingency basis. To
9 date, Class Counsel has not received any compensation and expended litigation costs on behalf of
10 the class. Class action contingency cases are inherently risky. Upon retention, Class Counsel makes
11 a commitment to litigate the case through trial. These types of cases can take years, hundreds of
12 hours of work and cost an enormous amount of money; these risks are known upon retention. The
13 risks involved coupled with the contingency basis of this case further support Class Counsel's
14 request for attorneys' fees and costs.

15 20. Class Counsel's costs in this litigation are \$13,170.16 (A true and correct copy of
16 Class Counsel's cost invoice is attached hereto as Exhibit 2.)

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1 21. Simpluris was retained as the Settlement Administrator. Their duties included, among
2 other things, a) preparing, printing, and mailing of the class notice packets and b) receiving and
3 reviewing claims and exclusion requests. On March 9, 2022, the parties notified 133 Class Members
4 about the settlement through the Settlement Administrator, Simpluris. The opt out and objection
5 period ends on May 9, 2022, and the Settlement Administrator's Report is due on May 27, 2022.
6 Seventeen (17) Notice Packets were returned and remailed. Based on the Settlement Administrator's
7 weekly report dated May 2, 2022, One (1) Notice Packet remains undelivered, and Zero (0) Class
8 Members have requested exclusion or indicated that they would be objecting to the Settlement. (A
9 true and correct copy of the Settlement Administrator's May 2, 2022, report is attached hereto as
10 Exhibit 4). Plaintiff requests that Simpluris be paid up to \$9,000 per the Settlement Agreement.
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12 I declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd day of
13 May 2022 at Irvine, California

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15 _____
16 James R. Hawkins, Esq.
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EXHIBIT 1

STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Jesus Diaz (“Diaz”) and Hector Garcia (“Garcia”) (collectively “Plaintiffs”), individually and on behalf of all members of the Class (as defined below) and other aggrieved employees, and Defendant Cal Plate (“Defendant”), following mediation on June 28, 2021 with Michael Young, Esq.

Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Class are represented by James R. Hawkins, Esq. and Isandra Fernandez, Esq. of James Hawkins, APLC (“Class Counsel”). Defendant is represented by Scott K. Dauscher, Esq. and Jon M. Setoguchi, Esq. of Atkinson, Andelson, Loya, Ruud & Romo.

On January 8, 2020, Diaz filed a Class Action Complaint for Damages against Defendant in Los Angeles Superior Court, Spring Street Courthouse, Case No. 20STCV00696. On March 1, 2021, Garcia provided notice to the Labor and Workforce Development Agency (“LWDA”) of his intent to pursue Defendant for all civil penalties arising from Defendant’s alleged failure to, *inter alia*, pay all wages earned including failure to provide proper rest periods and meal breaks and failure to provide accurate wage statements to Plaintiff and other similarly situated aggrieved employees. On June 9, 2021, Diaz filed a First Amended Class Action Complaint adding Garcia as a named plaintiff and proposed class representative. The FAC alleges the following claims against Defendant: (1) failure to pay lawful wages including overtime wages (California Labor Code sections 510 and 1194); (2) failure to provide lawful meal periods or compensation in lieu thereof (California Labor Code sections 226.7 and 512, and IWC Wage Orders); (3) failure to provide rest periods or compensation in lieu thereof (California Labor Code section 226.7 and IWC Wage Orders); (4) failure to timely pay wages due at termination (California Labor Code sections 201-203 and 227.3); (5) knowing and intentional failure to comply with itemized employee wage statement provisions (California Labor Code section 226(b)); (6) violation of unfair competition law (California Business and Professions Code sections 17200-17208); and (7) Labor Code Private Attorney General Act (California Labor Code § 2699, *et seq.*) (the “Lawsuit”).

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of the Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in the Lawsuit. The settlement and resolution of the Lawsuit in accordance with the Settlement Agreement is referred to herein as “Settlement.”

1. Conditional Certification of Class for Settlement Purposes. The Parties request the Court certify a class (the “Class”) as follows for the purposes of this Settlement:

All persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 8, 2016 through preliminary approval (the “Class Period”).

All employees who are part of this Class are referred to as “Class Members”.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, the conditional class certification shall be void and this Settlement Agreement will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Aggrieved Employees for Settlement Purposes. The Parties have reached a settlement of the PAGA claims in connection with the following individuals who are considered to be aggrieved employees (“Aggrieved Employees”) for purposes of this Settlement:

All persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from March 1, 2020 through preliminary approval (“PAGA Period”).

3. Releases.

A. Class Release by Settlement Class Members.

- (1) The “Class Settlement” means the settlement and resolution of the Class Released Claims, which will be binding on all Settlement Class Members.
- (2) “Settlement Class Member” means a Class Member who does not validly opt out of the Class Settlement.
- (3) “Released Parties” means (1) Defendant; (2) Defendant’s respective past, present and future parent corporations, affiliates, affiliates’ companies, subsidiaries, divisions, d/b/a’s, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their current and former employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners, directors, shareholders, agents, both individually and in their business capacities of any of the following; and (3) any individual or entity which could be jointly liable with any of the foregoing (collectively the “Released Parties” and each a “Released Party”).
- (4) “Class Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Lawsuit, including any claims for: (1) failure to pay lawful wages including overtime wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to timely pay wages due at termination; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) violation of unfair competition law; and (7) Labor Code Private Attorney General Act, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Lawsuit, including but not limited to compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys’ fees; interest; and litigation costs.

- (5) As of the date on which the Gross Settlement Amount has been fully funded and the Final Effective Date, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and all Settlement Class Members, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors, successors and assigns will forever release, acquit, and discharge, and covenant not to sue Released Parties from Class Released Claims.

B. PAGA Release by Aggrieved Employees.

- (1) “PAGA Settlement” means the settlement and resolution of the PAGA Released Claims, which will be binding on all Aggrieved Employees.
- (1) “PAGA Released Claims” means any and all claims for civil penalties under California Labor section 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) arising during the PAGA Period, for Defendant’s alleged failure to, *inter alia*, pay all wages earned including failure to provide proper rest periods and meal breaks and failure to provide accurate wage statements to Plaintiff and other similarly situated aggrieved employees in violation of California Labor Code sections 201, 202, 203, 226, 226.7, 510, and any other applicable IWC Wage Orders, that were or could have been alleged based on the facts alleged in the Lawsuit and in Garcia’s PAGA notice submitted to the LWDA on March 1, 2021.
- (2) As of the date on which the Gross Settlement Amount has been fully funded and the Final Effective Date, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and all Aggrieved Employees will release the Released Parties from all PAGA Released Claims.

- C. Representative Plaintiffs’ General Release.** As of the date on which the Gross Settlement Amount has been fully funded and the Final Effective Date, Plaintiffs will, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, restitution, penalties, liquidated damages, and attorneys’ fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date on which the Gross Settlement Amount has been fully funded, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiffs expressly release all claims which were or could have been raised in the Lawsuit and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including

negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov’t Code § 12900, *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov’t Code § 12945.1, *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); and (11) Employee Retirement Income Security Act, 29 U.S.C. § 1000, *et seq.* (employee benefits).

- D. Plaintiffs’ Waiver of Section 1542 With Respect to Released Claims.** Plaintiffs agree there is a risk that each and every injury they may have allegedly or actually suffered by reason of the Released Parties’ relationship with them might not now be known, and there is further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by them. Nevertheless, Plaintiffs desire to forever and fully release and discharge the Released Parties of all Class Released Claims and PAGA Released Claims, and understand that as of the date on which the Gross Settlement Amount has been fully funded and the Final Effective Date, by the execution of this Settlement Agreement no further claims for any of the Class Released Claims or PAGA Released Claims that existed at the time of the execution of this Settlement Agreement may ever be asserted by them. As of the date on which the Gross Settlement Amount has been fully funded, Plaintiffs expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the State of California with respect to the Class Released Claims and PAGA Released Claims, and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, subject to and in accordance with this Settlement Agreement, even if Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true, Plaintiffs shall be deemed to have fully, finally, and forever settled and released any and all Class Released Claims and PAGA Released Claims against the Released Parties, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

4. Settlement Payment. In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (the “Gross Settlement Amount”) in full and complete settlement of this matter, as follows:

- A.** Within thirty (30) calendar days after the Court enters the Preliminary Approval Order, Defendant will transfer the entire Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator, plus an amount sufficient to cover the Employer Taxes on the payments. In the event that the Class Settlement is not granted Final Approval, or the Settlement Agreement does not become Final, any funds deposited into the QSF by Defendant shall be returned within fifteen (15) days of a Court Order or other decision denying final approval of the Settlement Agreement. The term “Final” and “Final Effective Date” means: (i) that the Final Approval Order and Judgment is entered by the Court and there were no timely objections or intervener requests filed after Preliminary Approval, or that any such timely objections and/or interveners have been withdrawn by the date the Court entered the Final Approval Order and Judgment; or, (ii) in the event that one or more timely objections or intervener request(s) has/have been filed after Preliminary Approval and not withdrawn, then upon the passage of the applicable date for an objector or intervener to seek appellate review of the Court’s Final Approval Order and Judgment, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court’s Final Approval Order and Judgment has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval Order and Judgment without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
- B.** This is not a “claims-made” settlement. Class Members need not make a claim to share in the settlement. This is a common fund, non-reversionary settlement. The Gross Settlement Amount includes:

- (1) All payments to Settlement Class Members and their share of payroll tax withholdings;
- (2) All reasonable costs of the Settlement Administrator associated with the administration of the Settlement ("Settlement Administration Costs"), which are anticipated to be no greater than Nine Thousand Dollars and Zero Cents (\$9,000.00);
- (3) Up to Six Thousand Dollars and Zero Cents (\$6,000.00) each for Diaz and Garcia for the Plaintiffs' Enhancement Payment, subject to Court approval, in recognition of Plaintiffs' general release of claims including a Civil Code section 1542 waiver, contributions to the Lawsuit, creating the Gross Settlement Amount, and service to the Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, it shall remain binding, and any unapproved amount shall be part of the Net Settlement Fund;
- (4) Up to thirty-three and one-third (33.33) percent (i.e., \$117,000.00) of the Gross Settlement Amount in attorneys' fees to Class Counsel and up to Fifteen Thousand Dollars and Zero Cents (\$15,000) for reimbursement of litigation costs and expenses to Class Counsel related to the Lawsuit (together, "Attorneys' Fees and Costs"), including all such fees and costs incurred in documenting the Settlement, securing the Court's approval of the Settlement and the amended complaint, and administering the Settlement, as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, it shall remain binding, and any unapproved amount shall be part of the Net Settlement Fund (although Plaintiffs shall retain the right to appeal any reduction in attorneys' fees or costs awarded);
- (5) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount that shall be set aside by the Parties as PAGA civil penalties ("PAGA Payment"). Per California Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) will be payable to the Labor & Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent (25%), or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) ("Employee PAGA Amount"), will be part of distributed to Aggrieved Employees on a *pro rata* basis; and
- (6) Under no circumstances will Defendant be required to pay any additional monies in order to receive the release of claims as set forth herein, with

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the exception of Defendant's required FICA, FUTA, and other payroll tax payments resulting from payment of the Individual Settlement Shares to Settlement Class Members ("Employer Taxes"), which shall be paid separately and in addition to the Gross Settlement Amount.

C. Confidential. This settlement shall remain confidential until the Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") is filed with the Court. Until that time, Plaintiffs and Class Counsel expressly agree that they shall not reveal, disclose, divulge, advertise, post on the Internet or social media, or discuss, directly or indirectly, with any person or any entity, in public or in private, the manner in which the Lawsuit has been resolved, the nature of the Lawsuit, or any terms of the Settlement Agreement whatsoever. Plaintiffs and Class Counsel further expressly agree that they will not publicize this settlement or Settlement Agreement in any manner, even anonymously, including, without limitation, reporting to Jury Verdicts or any other reporting services. After the Motion for Preliminary Approval is filed with the Court, Plaintiffs and Class Counsel expressly agree not to publicize the name of the Defendant and settlement amount in any manner and shall refrain from posting Defendant's name on Class Counsel's website or using Defendant's name to advertise any alleged recovery or settlement agreement by Class Counsel. Nothing in this Settlement Agreement shall restrict Class Counsel from disclosing and including all publicly available information regarding this case and the Settlement in any documents filed with any court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).

5. Settlement Payment Procedures. Settlement Class Members will receive a *pro rata* share of the Net Settlement Fund ("Individual Settlement Share") based on the pro rata number of workweeks that each of them worked for Defendant as an hourly-paid or non-exempt employee during the Class Period ("Class Workweeks") and Aggrieved Employees will receive a *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment") based on the number of pay periods that each of them worked for Defendant as an hourly-paid or non-exempt employee during the PAGA Period ("PAGA Pay Periods"). Class Workweeks and PAGA Pay Periods will be calculated based on Defendant's payroll records by determining the number of weeks during which the Class Member or Aggrieved Employee worked at least one (1) day during the workweek and/or pay period. Class Members and Aggrieved Employees are not required to submit a claim form to receive their Individual Settlement Shares or Individual PAGA Shares for which they may be eligible. The Net Settlement Amount and Employee PAGA Amount will be distributed as follows:

A. Distribution of Net Settlement Amount

- (1) The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Settlement Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and the PAGA Payment. The remaining amount shall be known as the "Net Settlement Fund."
- (2) From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Share based on the following formula: the Net Settlement Fund will be multiplied by a

fraction, the numerator of which is the Settlement Class Member's number of Class Workweeks, and the denominator of which is the total Class Workweeks of all Settlement Class Members.

- (3) For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, thirty-three and one-third percent (33.33%) of each Individual Settlement Share shall be designated as wages subject to W-2 reporting and normal payroll withholdings; and thirty-three and one-third percent (33.33%) of each Individual Settlement Share shall be designated as penalties/other payments and thirty-three and one-third percent (33.33%) of each Individual Settlement Share shall be designated as interest, subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Defendant shall not be responsible for making any employer contributions to any fringe benefit plan for any amounts paid to Class Members under this Settlement Agreement. Defendant shall have no responsibility for the tax treatment of the non-wage components of the settlement payments. The net payment of the Individual Settlement Share to a Settlement Class Member is his or her "Individual Settlement Payment."

B. Distribution of Employee PAGA Amount

- (1) From the Employee PAGA Amount, the Settlement Administrator will calculate each Aggrieved Employee's Individual PAGA Payment based on the following formula: the Employee PAGA Payment will be multiplied by a fraction, the numerator of which is the Aggrieved Employee's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Aggrieved Employees.
- (2) Each Individual PAGA Payment shall be allocated as 100% non-wage penalties and subject to IRS Form 1099 reporting. The Settlement Administrator will not undertake any payroll tax deductions or withholdings in connection with the Individual PAGA Payments.

- C. No later than thirty (30) calendar days after the Final Effective Date, the Settlement Administrator shall issue payments due under the Settlement and approved by the Court, in the following order of priority: (1) payment of Individual Settlement Payments to Settlement Class Members; (2) payment of Individual PAGA Payments to Aggrieved Employees; (3) payment of the Court-approved Enhancement Payment to Plaintiffs; (4) payment of Court-approved Settlement Administration Costs to the Settlement Administrator; (5) payment of the LWDA Payment to the LWDA; and (6) payment to Class Counsel for the Court-approved Attorneys' Fees and Costs. When issuing payments, the

Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual.

- D. Individual Settlement Payment checks issued to Settlement Class Members and Individual PAGA Payment checks issued to Aggrieved Employees that remain uncashed for one hundred eighty (180) calendar days after such checks are mailed by the Settlement Administrator (“Check Expiration Date”) shall become void. The funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, for the benefit of those individuals who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid cash residue,” or “unclaimed or abandoned funds” under California Civil Procedure Code section 384, as amended effective January 1, 2019, as the entire Net Settlement Fund will be paid out to the Settlement Class Members, whether or not they all cash their payment checks. Therefore, Defendant will not be required to pay any interest on said amount.
- E. The receipt of funds under the Settlement Agreement shall not entitle any Settlement Class Member or Aggrieved Employee to additional compensation or benefits of any kind under any of Defendant’s compensation or benefits plans, nor will it entitle any Settlement Class Member or Aggrieved Employee to any increased retirement or 401k plan benefits of any kind.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. Class Counsel’s Attorneys’ Fees and Costs. Defendant will not object to a request for a total award of attorneys’ fees to Class Counsel of up to thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, which is One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00), plus up to Fifteen Thousand Dollars and Zero Cents (\$15,000) for reimbursement of litigation costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the Attorneys’ Fees and Costs award as approved by the Court. With respect to the Attorneys’ Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and

Defendant's counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

7. Plaintiffs' Enhancement Payment. Defendant will not object to a request for an Enhancement Payment to Plaintiffs of Six Thousand Dollars and Zero Cents (\$6,000.00) each to Diaz and Garcia in exchange for their general release of their claims and waiver of Civil Code section 1542 with respect to the Released Claims, their time and risks in prosecuting the Lawsuit, and their service to the Class. This payment will be in addition to Plaintiffs' Individual Settlement Payment as Settlement Class Members and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiffs is for their services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Payment and shall report it on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Payment does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiffs agree to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Enhancement Payment paid under this Settlement Agreement. In addition, Plaintiffs shall hold Defendant, Released Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any claims relating to the non-withholding of taxes from the Enhancement Payment.

8. Settlement Administration Costs. The Parties have agreed to utilize Simpluris, Inc. as the third-party Settlement Administrator and will seek Court approval to pay up to Nine Thousand Dollars and Zero Cents (\$9,000.00) from the Gross Settlement Amount for its services. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating Individual Settlement Shares and Individual PAGA Payments, preparing all checks and mailings, and disbursing all funds as set forth in Section 4. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount as set forth in Section 4(C).

9. Preliminary Approval Process. The Parties agree to cooperate and move expeditiously for approval of the Settlement by filing a Motion for Preliminary Approval of the Settlement within forty-five (45) calendar days from the date of execution of this Agreement. Following Preliminary Approval and the close of the Response Deadline under this Settlement Agreement, and after Plaintiffs have provided drafts of the moving papers to Defendant's counsel at least five business days prior to their filing with the Court, Plaintiffs shall apply to the Court for the entry of an order preliminarily approving the Settlement ("Preliminary Approval Order" or "Preliminary Approval") and providing as follows:

A. Conditionally certifying the Class;

- B.** Conditionally appointing Simpluris, Inc. as Settlement Administrator, Plaintiffs as representatives of the Class, and Plaintiffs' counsel as counsel for the Class;
- C.** Preliminarily approving the Class Settlement and its terms as fair, reasonable, and adequate;
- D.** Approving the form and content of the Class Notice, and directing the mailing of same, and approving the procedures for opting out of the Class Settlement, objecting to the Class Settlement, and submitting Workweeks and Pay Periods Disputes; and
- E.** Scheduling a Final Approval Hearing.

10. Notice Procedures. Following Preliminary Approval, the Class shall be notified as follows:

- A.** Subject to approval by the Court, the Class Notice attached hereto as **Exhibit A**, shall be provided to Class Members in both English and Spanish. Since individuals who are Aggrieved Employees are also included within the group of individuals who are considered to be Class Members, the Class Notice will also contain information about the PAGA Settlement for Aggrieved Employees.
- B.** Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a data spreadsheet including the names, last known addresses, telephone numbers (if available), and Social Security numbers (in password-protected or encrypted electronic format) of Class Members, as well as the number of Class Workweeks of each Class Member and the number of PAGA Pay Periods of each Aggrieved Employee ("Class List").
- C.** Within ten (10) business days from receipt of the Class List, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate initial estimates of Class Members' Individual Settlement Shares and Aggrieved Employees' Individual PAGA Payments; and (iv) mail the Class Notice to each Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- D.** The Settlement Administrator shall use its best professional efforts, including utilizing a "skip trace," to track any Class Member's mailing returned as undeliverable, and will re-send the Class Notice promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

- E.** Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Class Members to whom Class Notices are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the postmarked date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, objection to the Class Settlement, or dispute regarding Workweeks and Pay Periods to the Settlement Administrator.
- F. Request for Exclusion Procedures.** All Class Members will automatically participate in the Class Settlement unless they affirmatively opt out by submitting a timely and valid written request to be excluded from the Class Settlement (“Request for Exclusion”). Any Class Member who wishes to opt out of the Class Settlement must complete and mail a valid Request for Exclusion to the Settlement Administrator within forty five (45) calendar days of the date of the initial mailing of the Class Notice (the “Response Deadline”).
- (1) For a Request for Exclusion to be valid, it must: (1) contain the case name of the Lawsuit; (2) contain the name, and last four digits of the Social Security number of the Class Member; (3) be signed by the Class Member; (4) contain a clear statement that the Class Member wishes to exclude himself or herself from the Class Settlement; and (5) be mailed to the Settlement Administrator at the address specified in the Class Notice and postmarked by the Response Deadline. A Request for Exclusion that fails to meet these requirements will not be valid.
 - (2) The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
 - (3) Any Class Member who validly and timely requests to be excluded from the Class Settlement will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Class Settlement or have any right to object, appeal or comment thereon.
 - (4) If a Class Member is also an Aggrieved Employee, he or she will be bound to the PAGA Settlement, thereby releasing the Released Parties from the PAGA Released Claims, and will be issued an Individual PAGA Payment, regardless of whether he or she opts out of the Class Settlement. Aggrieved Employees cannot opt out of the PAGA Settlement.

- G. Objections.** Class Members who do not opt out of the Class Settlement (i.e., Settlement Class Members) may object to this Class Settlement by submitting a written objection to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, and counsel shall file them with the Court). Class Counsel and/or Defendant shall file any responses with the Court within five (5) court days of the Final Approval Hearing. To be valid, any written objection to the Class Settlement must: (1) state the case name of the Lawsuit; (2) contain the objecting Settlement Class Member's full name, signature, , and last four digits of his or her Social Security number, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection to the Class Settlement; (3) include all objections to the Class Settlement and the factual and legal bases for same; (4) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (5) be postmarked no later than the Response Deadline. Class Members may also object at the final approval hearing.
- H. Disputes Regarding Credited Workweeks and Pay Periods.** Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendant's records regarding the number of eligible Class Workweeks, PAGA Pay Periods, or other information stated in their Class Notice, to challenge the data provided. In order to challenge Defendant's data, the disputing individual shall mail a dispute to the Settlement Administrator ("Workweeks/Pay Periods Dispute"), postmarked by the Response Deadline that: (1) states the case name the Lawsuit; (2) contains the name, current address, telephone number, and last four digits of the Social Security number of the disputing individual; (3) clearly states that the individual disputes the number of Class Workweeks and/or PAGA Pay Periods credited to him or her; and (4) provides documentation and/or an explanation demonstrating that Defendant's data is incorrect and evidencing the correct number of eligible Class Workweeks, PAGA Pay Periods, or other information that the disputing individual believes he or she should have been credited with. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) calendar days of receipt.
- I. Dispute Resolution.** Where the information submitted by Defendant from its records differs from the information submitted by a disputing Class Member or Aggrieved Employee, the Settlement Administrator shall communicate with Class Counsel, and defense counsel to discuss and resolve the Workweeks/Pay Periods Dispute, including providing all available relevant information to all counsel. The Parties will resolve all disputes jointly, which shall be final and binding on any Class Member or Aggrieved Employee Workweeks/Pay Periods Dispute, and shall thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach an agreement, the Workweeks/Pay Periods Dispute shall be referred to the Settlement Administrator for a final determination and the Settlement Administrator's determination shall be binding upon the Class Member and/or Aggrieved Employee and the Parties.

11. Right to Revoke. Defendant shall have the right at its sole discretion to rescind and terminate this Settlement Agreement without prejudice to its pre-settlement positions and defenses in the Lawsuit if more than 15 Class Members or a number of Class Members whose share of the Net Settlement Fund is ten percent (10%) or more submit timely and valid Requests for Exclusion, by communicating that decision to both the Settlement Administrator and Class Counsel within fourteen (14) calendar days of the Response Deadline. The Parties agree that they will not in any manner take any actions to encourage Class Members to opt out of the Class Settlement. Should the threshold for opt-outs be exceeded, the Settlement Administrator shall notify counsel for all parties via email immediately.

12. Final Approval Process. Following Preliminary Approval and the close of the Response Deadline under this Settlement Agreement, and after Plaintiffs have provided drafts of the moving papers to Defendant's counsel at least five business days prior to their filing with the Court, Plaintiffs shall apply to the Court for the entry of an order and judgment providing for the following ("Final Approval Order and Judgment"):

- A. Certifying the Settlement Class;
- B. Appointing Simpluris, Inc. as Settlement Administrator, Plaintiffs as representatives of the Settlement Class, and Plaintiffs' counsel as counsel for the Settlement Class;
- C. Granting final approval to the Class Settlement and adjudging its terms to be fair, reasonable, and adequate;
- D. Approving the PAGA Settlement and distribution of the PAGA Payment;
- E. Approving Plaintiffs' application for Settlement Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiffs, and Attorneys' Fees and Costs to Class Counsel; and
- F. Entering judgment in the Lawsuit.

If for any reason the Settlement Agreement does not become Final, this Settlement Agreement will be inadmissible and will have no effect in this or any other matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

13. Non-Admission. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that, but for this settlement, a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability, fault or wrongdoing by Defendant. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If

Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. Amendments or Modifications. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their counsel of record, and approved by the Court. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth on below, or such other addresses as the Parties may designate in writing from time to time:

If to Plaintiffs:

James R. Hawkins
Isandra Fernandez
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
james@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com

If to Defendant:

Scott K. Dauscher
Jon M. Setoguchi
Atkinson, Andelson, Loya, Ruud & Romo APC
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703-9364
SDauscher@aalrr.com
JSetoguchi@aalrr.com

16. Voluntary Agreement. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right he/it might ever have to claim that this Settlement Agreement was in any way induced by fraud.

17. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

18. Authorization to Act. The signatories hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof.

19. Mutual and Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may be reasonably necessary to implement the

terms of this Settlement Agreement. The Parties shall use reasonable best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

20. Fair Settlement and Cooperation in Drafting. The Parties agree that this Settlement Agreement is the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which that Party has participated in the drafting of this Settlement Agreement.

21. No Reliance on Representations. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters that would alter or change the terms of this Settlement Agreement. No representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than those expressly set forth or referred to herein.

22. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties, Settlement Class Members, and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of the Settlement Agreement.

23. Settlement Agreement Binding on Successors. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

24. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Settlement Agreement, a representative of Class Counsel and Defendant's counsel shall meet and confer in good faith in an attempt to resolve such disputes prior to submitting such disputes to the Court.

25. Headings. The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement and shall not be considered in interpreting this Settlement Agreement.

26. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof, that are not stated herein.

27. **Counterparts and Fax or Electronic Signatures.** This Settlement Agreement may be executed by the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

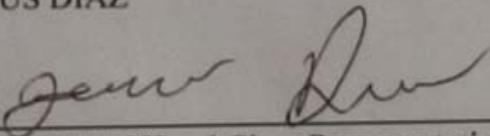
28. **No Collateral Attack.** This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member, Aggrieved Employee, or any recipient of the Class Notice after the Final Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Settlement Class Member or Aggrieved Employee failed for any reason to receive timely notice of the procedure for disputing the calculation of her or his Individual Settlement Share and/or Individual PAGA Payment.

29. **Governing Law.** This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

EXECUTION BY PARTIES AND COUNSEL:

DATED: 11-18-21

JESUS DIAZ

By: 
Plaintiff and Class Representative

DATED:

HECTOR GARCIA

By: _____
Plaintiff and Class Representative

DATED:

CAL PLATE

By: _____
By: Ray O'Brien
Its: Chief Executive Officer

27. Counterparts and Fax or Electronic Signatures. This Settlement Agreement may be executed by the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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29. Governing Law. This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

EXECUTION BY PARTIES AND COUNSEL:

DATED: JESUS DIAZ

By: _____
Plaintiff and Class Representative

DATED: 10/28/2021

HECTOR GARCIA

By: _____
Plaintiff and Class Representative

DocuSigned by:
Hector Garcia
DCB90DFCECB2436...

DATED: CAL PLATE

By: _____
By: Ray O'Brien
Its: Chief Executive Officer

27. **Counterparts and Fax or Electronic Signatures.** This Settlement Agreement may be executed by the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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29. **Governing Law.** This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

EXECUTION BY PARTIES AND COUNSEL:

DATED: JESUS DIAZ

By: _____
Plaintiff and Class Representative

DATED: HECTOR GARCIA

By: _____
Plaintiff and Class Representative

DATED: CAL PLATE

By:  _____
By: Ray O'Brien
Its: Chief Executive Officer

APPROVED AS TO FORM:

DATED:

JAMES HAWKINS, APLC

By: _____

James Hawkins
Isandra Fernandez
Attorneys for Plaintiffs and Class Representatives,
and Class Counsel

DATED:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

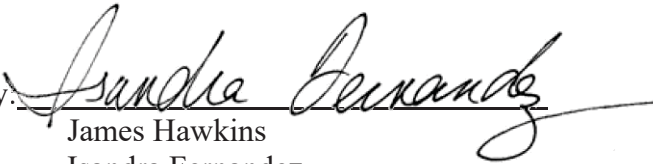
By:  _____

Scott K. Dauscher
Jon M. Setoguchi
Attorneys for Defendant

APPROVED AS TO FORM:

DATED: October 28, 2021

JAMES HAWKINS, APLC

By: 
James Hawkins
Isandra Fernandez
Attorneys for Plaintiffs and Class Representatives,
and Class Counsel

DATED:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Scott K. Dauscher
Jon M. Setoguchi
Attorneys for Defendant

EXHIBIT 2

Matter Billing Detail

Report Date: 4/27/2022
Report Time: 9:52AM
Page: 1 of 3
User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/27/2022
Client: CAL PLATE 1 - Jesus Diaz
Matter: JRH 3653 - Cal Plate- Jesus Diaz v. Cal Plate

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/08/2020	FST	First Legal Network, Filing Complaint, summons, Civil Sheet, Ci, Plaintiffs Peremptory Challenge, notice, IN#30120565	\$1,743.65		Unbilled				
03/05/2020	CCL	Court Call- ISC, IYF, 03.10.20	\$94.00		Unbilled				
03/06/2020	FST	First Legal Network - Personal Delivery, Complaint, Inital Doc, Min Order, Filing, Dec of I. Fernandez Re Request to cont, Mandatory Chamber Copies, Dec of I. Fernandez Re request to Cont, Filing, POS, Notice of Contiuned Initial Status IN#30125956	\$484.53		Unbilled				
07/08/2020	CCL	Court Call- 07.01.20 Initial Status Conference for IYF	\$94.00		Unbilled				
08/19/2020	CCL	Court Call- LA court connect- 8/19/2020- IYF- SC	\$15.00		Unbilled				
08/21/2020	FST	First Legal Network - Filed, Notice of ruling, Proposed Order Authorizing E-Service, IN#30136335	\$104.50		Unbilled				
10/07/2020	CAS	Case Anywhere E-Service- System Access Fee & Document Service- In#199888	\$130.80		Unbilled				
12/04/2020	CCL	Court Call - LACourtConnect 11-19-2020 Status Conference for IYF	\$15.00		Unbilled				
12/31/2020	LRE	Legal Research	\$674.00		Unbilled				
01/08/2021	CAS	Case Anywhere E-Service-System Access Fee & Document Service- in# 207781	\$144.00		Unbilled				
04/04/2021	CAS	Case Anywhere E-Service-System Access Fee & Document Service- In# 216024	\$120.00		Unbilled				
06/02/2021	FST	First Legal Network- Filed- Stip for PLetter From to File FAC; First Amended Complaint- IN#30162706	\$134.90		Unbilled				
06/07/2021	CRT	Court Documents - Joint Status Conference; Order	\$5.80		Unbilled				
06/09/2021	MED	Mediation Services Judiciate West CK#9283	\$6,250.00		Unbilled				
07/03/2021	CAS	Case Anywhere E-Service-Service-System Access and Document Service Fee- In#224354	\$132.00		Unbilled				

Matter Billing Detail

Report Date: 4/27/2022
Report Time: 9:52AM
Page: 2 of 3
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
07/21/2021	FST	First Legal Network- FILED- Stipulation to Continue; Proposed Order IN#30166121	\$74.25		Unbilled				
08/17/2021	FED	FED EX- 08.04.21- overnight fedex to PLF	\$22.55		Unbilled				
08/26/2021	EXA	Expert Analysis- IN#4566 CK#9400	\$2,050.00		Unbilled				
09/20/2021	FST	First Legal Network - E-Filing , joint status conference report IN#30172635	\$36.20		Unbilled				
10/05/2021	CAS	Case Anywhere E-Service - IN#232742	\$132.00		Unbilled				
12/20/2021	FED	FED EX - 11.17.2021 Crs to client re settlement agreement	\$23.33		Unbilled				
12/27/2021	FST	First Legal Network - E-filing Immediate, Motion for preliminary approval IN#30182125	\$170.15		Unbilled				
01/05/2022	CAS	Case Anywhere E-Service - Invoice #240985	\$138.00		Unbilled				
01/05/2022	FST	First Legal Network - E-Filing, Ntc of Errata and correction , IN#30185317	\$37.70		Unbilled				
02/09/2022	FST	First Legal Network - E-Filing, proposed order granting preliminar IN#30188503	\$37.70		Unbilled				
02/14/2022	CRT	Court Documents - order granting prelim; 02-14-22 min. order	\$9.20		Unbilled				
02/17/2022	CRT	Court Documents - 02.17.22 Pulled Order and Min Order off Docket	\$9.20		Unbilled				
03/01/2022	FST	First Legal Network - E-Filing, NTC of entry of order granting , IN#30192286	\$37.70		Unbilled				
04/27/2022	FIL	Filing Fee estimated cost till case completion	\$250.00		Unbilled				
Total:			\$13,170.16	\$0.00					
Balance:			\$13,170.16						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$13,170.16						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

EXHIBIT 3



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



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Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Hughes Hubbard & Reed	New York	300	\$633	\$990	\$625	\$828	\$800	\$695	\$270	\$536	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275	\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235



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Malveny & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



2011 NLJ Billing Survey

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Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 4



5/2/2022

Case Manager Name: Christina Fowler
Case Manager Email: cfowler@simpluris.com
Case Manager Direct Line : (714) 640-5644

Diaz et al v Cal Plate Inc
Superior Court of California County of Los Angeles
Case No. 20STCV00696

Plaintiff Counsel

Isandra Fernandez / James Hawkins, APLC
James R Hawkins, Esq. / James Hawkins, APLC

Defense Counsel

Scott Dauscher / Atkinson Andelson Loya Rudd & Romo
Jon Setoguchi / Atkinson Andelson Loya Rudd & Romo

Case Milestones

Notification Mailing	March 09, 2022
Opt Out Deadline	May 09, 2022
Objection Deadline	May 09, 2022
Dispute Deadline	May 09, 2022
Final Approval Hearing	June 08, 2022

Response Summary

Total Class Members: 133

"Total Responses Submitted" is based on responses processed as of date reflected on the report.

	Total	Rate
Opt Out Form	0	0.00%
Valid	0	0.00%
Pending	0	0.00%

Mailing Details

Mailing Title	Mailed	Returned	Remailed	Undeliverable
Notice Packet	133	17	16	1