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Attorneys for Plaintiffs, and Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JOSEPH MONTAGUE, an individual, MICHAEL
DUPONT, an individual, CURTIS MOORE, an
individual, CHARISSEE TABOTABO, an
individual, RENAE HILLOCK, an individual,
UNINI ODAIBO, an individual, MICHAEL
LATHE, an individual, BRENT MILLER, an
individual, GIANCARLO VELLEJO, an
individual, and BENJAMIN TACDERAS, an
individual,

Plaintiff,

v.

GLOBAL CONNECTIONS TO
EMPLOYMENT, INC., a Florida corporation,
and DOES 1-50, inclusive,

Defendants.

Case No.: 37-2022-00004601-CU-OE-CTL

*Assigned for all purposes to
Hon. Matthew C. Braner*

**DECLARATION OF JACOB N.
WHITEHEAD IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: C-60

Filed: February 3, 2022

Trial Date: None Set

I, Jacob N. Whitehead, declare as follows:

1. I have personal knowledge of the facts set forth in this Declaration and, if called upon as a witness, I could and would testify competently as to these facts under oath.

2. I am a member of good standing of the State Bar of California, licensed to practice in the state of California and the United States District Court, as well as Washington, D.C. I am the founding, managing partner of W Employment Law, APC, and counsel of record for Plaintiffs, Joseph Montague, Michael Dupont, Curtis Moore, Charissee Lyn Uy Tabotabo-Allen (formerly Charissee Tabotabo), Renae Hillock, Unini Odaibom, Michael Lathe, Brent Miller, Giancarlo

**DECLARATION OF JACOB N. WHITEHEAD IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT**

1 Vellejo, and Benjamin Tacderas (the “Plaintiffs”) each individually and on behalf of all others
2 similarly situated. I make this declaration in support of Plaintiffs’ unopposed Motion for Final
3 Approval of Class Action and PAGA Settlement as proposed in the Joint Stipulation of PAGA and
4 Class Action Settlement and Release of Claims (the “Settlement Agreement”) a true and correct
5 copy of which is attached hereto as **Exhibit A**.

6 3. I have been counsel responsible for this case since its inception. I personally
7 participated in either the drafting and the review of all the filings with the Court, in the briefing and
8 participation at mediation and the negotiations of the proposed Settlement Agreement and
9 participated and led strategy sessions with my legal team throughout the litigation. I further discuss
10 herein, my experience and background; summary of the procedural history; and issues relating to the
11 Settlement.

12 4. I am experienced and qualified to evaluate the Class and PAGA claims and the
13 viability of the defenses in this action. I’ve dedicated my entire career and practice to litigating and
14 successfully resolving unlawful practices of employers. I have been licensed to practice law in
15 California since 2009. During my fourteen years of practice I have represented thousands of
16 plaintiffs and putative class members in hundreds of cases, among which my firm has represented
17 and continues to represent active, employment class action and/or PAGA representative cases at all
18 stages of litigation, up to and including trial. In these employment disputes, more than sixty percent
19 of the cases involved or involve some component of wage and hour violations.

20 5. My firm, my attorneys and I have extensive experience litigating class-action and
21 PAGA representative actions in state and federal court. The following is a non-exhaustive list of
22 Class and / or Representative actions my firm has formerly or is currently litigating:

- 23 • *David Gardner et al. v. Flair Event Models, Inc. et al.* a misclassification, wage
24 and hour class action before the US District Court – Central District of California,
25 (Case No. 2:16-CV-04371GW(GJSx) (Settled);
- 26 • *Scott Stewart, et al. v. Planet Home Lending, LLC* (Superior Court of the State of
27 California, County of Orange – Civil Complex, Case No. 30-2018-00972671-CU-

1 OE-CJC) involving wage and hour claims of current and former mortgage loan
2 originators. Attorney hourly rates ranging from \$450 for associate counsel to
3 \$900 for senior litigation counsel. (Settled)

- 4 • *Weiss/Rowland/Gomez/Mcelhannon et al. v. CarMax Auto Superstores West, et*
5 *al.* a coordinated class action recently settled wage and hour class action that
6 settled for \$6,518,000.00 before the Placer County Superior Court, Case No. S-
7 CV-0036383. Attorney hourly rates ranging from \$450 for associate counsel to
8 \$900 for senior litigation counsel. (Settled)
- 9 • *Nikolay Popov et al. v. ABC Phones of North Carolina, Inc.* a PAGA
10 representative action before Orange County Superior Court, Case No. 30-202—
11 01147407-CU-OE-CXC Attorney hourly rates ranging from \$450 for associate
12 counsel to \$900 for senior litigation counsel. (Settlement Approved)
- 13 • *Justin Dada et al. v. Cybercoders, Inc.* (Case No. 8:18-cv-01023-JVS-JDE), in which
14 the Court granted a class settlement award of \$1.7 million and \$566,666 in attorneys'
15 fees. (Settled)
- 16 • *Andrew Saad et. al. v. Greenlink Financial, LLC*, a Representative PAGA action
17 before the Orange County Superior Court- Civil Complex, Case No. 30-2018-
18 01021704-CU-OE-CXC (Settled);
- 19 • *Lillia Hupp et al. v. Arthur J. Gallagher Service Company, et al.* a wage and hour
20 class & PAGA action before the Orange County Superior Court, Case No. 30-
21 2020—01145295-CU-OE-CXC. Attorney hourly rates ranging from \$450 for
22 associate counsel to \$900 for senior litigation counsel. Settlement Approved.
- 23 • *Trevion Sherman et al. v Amazon.com, Service, Inc.* U.S. District Court, Central
24 District, Southern Division, Case No. 8-19-cv-1329-KES;
- 25 • *Andrew Impey et. al. v Parsons Transportation Group, Inc.*, a representative
26 PAGA action currently pending before the San Bernardino Superior Court, Case
27 No. CIVSB-2102000;

- 1 • *Brooklyn Harmon et al. v. Doubletree Management, LLC*, a wage and hour class
2 action, before the Santa Barbara Superior Court, Case No. 18CV05027 (Settled);
- 3 • *Fareh Zoberi, et al. v. Fitness Alliance, LLC dba EOS Fitness, et al.*, a
4 representative PAGA action before the San Bernardino County Superior Court,
5 Case No. CIVDSS2010622 (Settled);
- 6 • *David LeKhac v. Walgreens Specialty Pharmacy, LLC*, a wage and hour PAGA
7 representative action, Orange County Superior Court, Case No. 30-2020-
8 01143222-CU-OE-CXC (Settled);
- 9 • *Tobin Bell, et al. v Benihana International, Inc. et al.* , a representative PAGA
10 action before the San Diego County Superior Court, Case No. 30-2020-
11 00036597-CU-OE-CXC (Settled);
- 12 • *Alfreda Lewis v. Saks South Coast Leasehold, LLC et al.* before the Orange
13 County Superior Court, Case No. 30-2020-011431164-CU-OE-CXC (Settled);
- 14 • *James Herb v. Finney's Funk Zone, LP*, a representative PAGA action before the
15 Sant Barbara County Superior Court, Case No. 21CV02120 (Settled);
- 16 • *Jessica Alvarez v. Old Navy, LLC*, a PAGA representative action before the
17 Alameda County Superior Court, Case No. RG21095677 (action dismissed);
- 18 • *Daniel Kelchner v. Jobot, LLC*, a wage and hour class action before Orange
19 County Superior Court, Case No. 30-2020-01161693-CU-OE-CXC (Settled);
- 20 • *Wendy Norris et al. v. PIH Health Inc., et al.*, a representative PAGA action,
21 before the Los Angeles County Superior Court, Case No. 19STCV35423
22 (Settled);
- 23 • *Abel Cachola et al. v. CVS Health Corporation et al.* (U.S. District Court, Eastern
24 District of California, Case No. 1:19-at-534 (Settled);
- 25 • *Mehran Kharazi v. LA Depositions, Inc.*, Wage and hour misclassification class
26 and representative PAGA action before the Los Angeles County Superior Court,
27 Case No. 21 STSV0401 (Settlement approved);
- 28

- *Jennifer Montano et al. v. Forever 21, Inc. et al.* (currently pending before the United States Bankruptcy Court for the District of Delaware (Case No. 19-12122 (KG) involving wage and hour claims;
- *Sarah Wilkey et al. v. PortNewport, Inc. et al.* before the Orange County Superior Court, Case No. 30-2019-01070051-CU-OE-CXC, involving wage and hour claims (Settled)

6. In this case, the focus, pursuit and strategy was to obtain recovery of maximum statutory damages and the fullest extent of PAGA penalties available under the law.

7. Following investigation of Plaintiffs' claims, interviews and review of documents provided by my clients, including time sheets and payroll records, on May 27, 2021, I caused to be filed Plaintiffs' PAGA notice with the California Labor and Workforce Development Agency ("LWDA") giving notice to both the LWDA and the Employer/Defendant (and as amended on Sept. 29, 2021, adding additionally named Plaintiffs.)

8. Thereafter, after a thorough study of the legal principles and their application to the claims asserted, On February 3, 2022, my firm drafted and prepared the original Complaint asserting Plaintiffs' claims against Defendant, alleging (1) Violation of the Private Attorney Generals Act of Labor Code § 2698 et seq.; (2) Negligent Misrepresentation & Fraud (in Violation of Civ. Code §§ 1572 & 1710 et seq.); (3) Intentional Misrepresentation & Fraud (in Violation of Civ. Code §§ 1710 & 3294 et seq.); (4) False Promise (in Violation of Civ. Code § 1710 (4)); (5) Breach of Contract; (6) Breach of Covenant of Good Faith and Fair Dealing; (7) Misrepresentation Inducing Employee to Change Residence (in Violation of Labor Code § 970 et seq.); and (8) Unfair Business Practices (in Violation of Bus. & Prof. Code § 17200).

9. On March 14, 2022, the matter was removed by Defendant pursuant to 28 USC § 1441(b) to the United States District Court, Southern District of California, presiding Judge Michael M. Anello, Case Number: 3:22-cv-00342-MMA-NLS.

10. Thereafter, following telephone calls and email correspondence discussing the Parties' contentions and claims, the Parties agreed to participate in mediation.

**DECLARATION OF JACOB N. WHITEHEAD IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT**

1 11. On May 17, 2022, the Parties attended a mediation and with the assistance of
2 mediator, Steven Pearl, were able to reach a resolution with the mediator's proposal for a
3 compromised settlement. The settlement was negotiated in light of all known facts and
4 circumstances and the uncertainty associated with litigation.

5 12. Thereafter on June 2, 2022, the parties entered into a joint stipulation to remand the
6 matter back to the present court and to submit to its jurisdiction for oversight and final adjudication
7 of the settlement activities. On June 6, 2022, the action was remanded back to state court.

8 13. On or about May 26, 2023, Plaintiffs filed the First Amended Complaint ("FAC")
9 asserting alleged violation of Labor Code Section 2802 and adding a cause of action for recovery of
10 civil penalties under the Private Attorney Generals Act of 2004 (the "PAGA").

11 14. Then on September 18, 2023, my office caused to be filed the operative Second
12 Amended Complaint setting forth Plaintiffs Class and Representative claims.

13 15. On October 13, 2023, this Court granted Preliminary Approval of the Settlement
14 Agreement.

15 16. Throughout the litigation Defendant vigorously disputed all of Plaintiffs' claims.
16 Based on my investigation, the informal pre-mediation discovery conducted in the case, our
17 analysis of the data produced by Defendant, and the application of appropriate litigation and appeal
18 risks and delay discounts, I determined that the settlement was fair, reasonable and adequately
19 reflects the settlement value of the case.

20 17. The settlement negotiations were conducted at arm's length and, although conducted
21 in a professional manner, were robust and adversarial. The Parties went into the mediation session
22 willing to explore the potential for a settlement of the dispute, but each side was also committed
23 and prepared to litigate its position through trial and appeal if a settlement had not been reached.
24 The negotiations were clearly tempered by the efforts of both sides to serve the interests of their
25 clients.

26 18. Even with the assistance of an experienced and well-regarded mediator Steven Pearl,
27 the settlement negotiations were hard-fought and conducted in good faith between attorneys with
28

1 substantial experience litigating class actions and wage and hour cases. I can attest that the
2 Settlement Agreement was the product of a non-collusive settlement process.

3 19. The Settlement Agreement provides for a Gross Fund Value payment in an amount
4 not to exceed Two Hundred and Fifty Thousand Dollars to resolve both the individual Plaintiff's
5 claims and the Class and PAGA claims. Fifty Thousand Dollars of the GFV has been allocated,
6 subject to the Court's approval - for the aggregate settlement amount of each of the Plaintiff's
7 individual claims.

8 20. The remaining gross benefit to the Class and PAGA members (the "Class and PAGA
9 Settlement") would be worth approximately the sum of Two Hundred Thousand Dollars
10 (\$200,000.00).

11 21. Defendant contends that at all relevant times, it was in compliance with all applicable
12 federal and state laws and regulations and thus contests liability, as well as the probability of
13 certification, and is prepared to oppose certification and to vigorously defend against Plaintiffs'
14 claims if the action is not settled. Given the maximum potential damages, as well as the substantial
15 risks entailed by this case, the \$200,000.00 non-reversionary Class and PAGA Settlement sum is
16 within the range of possible approval.

17 22. If this action is not settled it will proceed to trial. I estimate that trial would consume
18 not less than two weeks. Class-wide liability was far from certain due to the fact that the Class is
19 comprised of individuals who were employed by Defendant during the Class Period, but with
20 different day-to-day experiences regarding tasks, assignments, work schedules, and job duties, and
21 specifically, with regard to different work-related travel requirements and mileage incurred, daily
22 use and reliance on cell phones, computers or laptops, use and purchase of peripheral switches,
23 necessary for certain class members to insure all work related government – agency records, files,
24 data and even day to day communications were secure, as well as the internet-WIFI services/ usage
25 and related consequential expenditures incurred, and different work-related expenditures that were
26 incurred and deemed mandatory and/or necessary and incidental to the discharge of their unique job
27 duties, and the lack of reimbursement records maintained by Defendants. Class certification in this
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1 action would have been aggressively disputed and was thus, by no means, a foregone conclusion.
2 Throughout the litigation Defendant vigorously disputed the claims. At mediation, evidence
3 produced indicated that individual issues may potentially predominate as it was apparent that some
4 employees, at certain periods of time during the Class Period reimbursed work related expenses and
5 others at other times were not – which implied that violations of Labor Code Section 2802 did not
6 necessarily occur each and every pay period during the defined PAGA Period. Therefore, the
7 original maximum theoretical PAGA penalties is not a realistic probable outcome of the litigation
8 because it did not take into consideration certain of these defenses of Defendant.

9 23. In addition, even if Plaintiffs were to obtain certification and ultimately prevail on the
10 merits, a legitimate controversy exists and proving the amount of expense reimbursement due to
11 each individual putative Class Member would be an expensive and time-consuming proposition.
12 There was a significant risk that, if the action was not settled, Plaintiffs would be unable to obtain
13 class certification and thereby not recover on behalf of any employees other than themselves. Given
14 these facts and circumstances, the evidence known, and risks associated with continued litigation,
15 including the risk of potential appellate issues, it is my opinion that the present Settlement is fair and
16 reasonable and in the best interests of the Settlement and PAGA class members.

17 24. If final approval is granted, the Settlement will provide immediate and meaningful
18 relief to the putative Class and PAGA members right away.

19 25. From the Gross Settlement Fund the proposed Settlement provides for a PAGA
20 Member Group Fund in the amount of \$12,500.00 for the settlement of the PAGA claims (\$9,375.00
21 to be paid to the state of California, as required by Labor Code §2699, for its 75% share of the
22 \$12,500 settlement allocated for settlement of the PAGA claims; and \$3,125.00 to be paid pro-rata
23 to 174 PAGA Group Members, based on their respective number of pay periods worked during the
24 PAGA Period; and Class Representative Service Enhancement payments to the ten Representative
25 Plaintiffs in the amount of \$2,500 each (or a total not to exceed \$25,000.00); and Settlement
26 Administration costs in the amount of \$10,000; and reimbursement of \$80,000 in attorney's fees
27 (40% of the Class and PAGA Settlement); and actual reasonable costs and expenses. Subject to the
28

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1 Court's approval of the foregoing deductions, an estimated net settlement amount of \$66,103.12
2 will be distributed to the Participating Class Members.

3 26. A settlement need not obtain 100 percent of the damages and penalties sought in
4 order to be fair and reasonable. In recognizing that Lab. Cod. § 2699 (e)(1) permits a Court's
5 considerable discretion to award a lesser amount than the maximum civil penalties and in
6 consideration of the risk that at trial the actual penalties awarded could be significantly less, or if
7 Defendants were to prevail at trial in their defenses there is a potential risk that PAGA penalties
8 might not be awarded at all. Defendants could argue that no penalties prior to the PAGA
9 notification should be awarded because the violations were not intentional, and at least one Court
10 has so ruled. Through these recognitional lenses of potential risks of continued litigation, the
11 proposed Settlement for the Class and PAGA claims is a fair and reasonable recovery.

12 27. The claims in this action all stem from a common source. In their individual and
13 representative capacities, Plaintiffs alleged that Defendant violated the same Labor Code provisions
14 in connection with their employment under uniform corporate practices. It was upon this
15 commonality rubric that the original maximum recovery PAGA penalty valued at approximately
16 \$1,187,300.00 was based (based on a then-estimated 223 aggrieved employees, ("PAGA Members")
17 who were formerly or currently employed by Defendant during the PAGA Period of Feb. 3, 2021
18 through April 1, 2022. This number was calculated by multiplying the penalty for the initial PAGA
19 pay period violation under Labor Code §2699(f)(2) (which is \$100) by the number of aggrieved
20 employees who worked for Defendant during the PAGA period, to represent the initial pay period
21 violation. To that, Class Counsel added the maximum possible penalties for subsequent violations
22 (which is \$200 for each subsequent violation) by the remaining number of PAGA Pay Periods
23 (assuming violations occurred and resulted in a PAGA penalty for each and every pay period)
24 arriving at a total maximum original estimated value of \$1,187,300.00. However, due to the
25 evidentiary hurdles discussed above, our original maximum theoretical recovery of statutory wage
26 and hour damages and PAGA penalties is not a realistic outcome of the litigation.

1 28. My firm is proud of the work performed in this case. We represented Plaintiffs
2 on a pure contingency basis. The Representative Plaintiffs first contacted our firm in early 2022,
3 with various concerns related to their employment as EHS training specialists with Defendant,
4 their former employer. After a series of thorough initial interviews with each of the
5 Representatives, and a review of the documents they submitted, I undertook a study and review
6 of the legal principles and their application to the claims asserted. Since that time, our firm
7 invested significant hours and costs litigation this case on behalf of Plaintiffs and the represented
8 class and PAGA members. (Please see the concurrently filed Motion for Approval of Class
9 Counsel's Attorney's Fees and Costs.)

10 29. To date, no class has been certified. The Settlement Agreement contains a provision
11 pursuant to which the Parties stipulation to the Court's provisional certification of the proposed
12 Settlement Class, but do so for purposes of this settlement only.

13 30. Plaintiffs contend this case is appropriate for provisional class certification:

- 14 a.) In this case, the 217 Class Members are identifiable from Defendant's
15 employment records; and
- 16 b.) The Settlement Class is sufficiently numerous to warrant certification. The
17 Settlement Class is comprised of 217 current and/or former of Defendant's
18 California employees who were employed by Defendant during the Class Period,
19 none of whom elected to opt out of the Settlement.
- 20 c.) Each of their claims are based upon a common result of Defendant's uniform and
21 common operational policies and practices, resulting in a common violation of
22 law. Plaintiffs and all Class Members allege that Defendant violated the same
23 Labor Code provision of § 2802 and failed to indemnify and reimburse them for
24 expenses they incurred in the discharge of their work duties. Each of them seek
25 the same legal remedies under the same law and statute. Under these
26 circumstances, the commonality requirement is satisfied for purposes of
27 provisionally certifying the Settlement Class for settlement.

- 1 d.) Furthermore, in this case the representative Plaintiffs have also brought claims
2 against Defendant on behalf of themselves and similarly situated aggrieved
3 employees under the PAGA, based on the same claims of identical conduct and
4 harms suffered.
- 5 e.) Each of the named Plaintiffs has been actively involved with the litigation,
6 including but not limited to, communicating with me and members of my firm
7 and support staff throughout the entire course of the lawsuit on the status of the
8 case, providing detailed factual employment history and providing documentation
9 in support of their claims, each having demonstrated that they will aggressively
10 and competently assert and represent the interests of the proposed putative Class.
- 11 f.) None of the named Plaintiffs has any apparent conflict that would be adverse to
12 the interests of any of the other putative class members.

13 31. Pursuant to the Declaration of the Settlement Administrator Regarding Notice and
14 Settlement Administration, as of the date of the filing of Plaintiffs' Unopposed Motion for
15 Settlement Approval out of 217 Participating Class Members, none of them have opted out and
16 none of them have objected to the settlement. A true and correct copy of Settlement Administrator,
17 Christina Fowler's Declaration prior filed with the Court on January 12, 2024 is attached hereto as
18 **Exhibit B.**

19 32. Attached hereto as **Exhibit C** is a true and correct copy of the proof of service
20 demonstrating the LWDA has been provided with notice of this Motion for Final Approval of the
21 Proposed Settlement. The decision of the LWDA to accept the Settlement and not opposed the
22 motion should also be accorded considerable weight.

23 33. Further worthy of consideration, the LWDA has previously released data on PAGA
24 settlement amounts, revealing the average settlement is approximately \$10,000.00. Here the PAGA
25 Settlement amount of \$12,500 is somewhat greater than the average settlement and is well within
26 the usual and acceptable range of settlement for a group of 174 PAGA members who worked an
27 aggregated 3, 293 pay periods during the PAGA Period.

34. Based upon the concurrently filed Motion for Final Approval, the prior-submitted Declaration regarding Notice and Settlement by the Settlement Administrator and the facts set forth in this Declaration, (along with the Concurrently filed Motion for Approval of Class Counsel's Attorney's Fees and Costs), I am of the believe that the proposed settlement in the amount of \$250,000.00 for the combined claims of the Plaintiffs, the Class and PAGA claims is a fair, adequate and reasonable recovery.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 22, 2024 at Irvine, California.


Jacob N. Whitehead, Esq.

EXHIBIT A

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MOORE, CHARISSE TABOTABO, RENAE HILLOCK, UNINI ODAIBO,
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Attorneys for Defendant
GLOBAL CONNECTIONS TO EMPLOYMENT., INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSEPH MONTAGUE, an individual,	)	
MICHAEL DUPONT, an individual, CURTIS	)	Case No.: 37-2022-00004601-CU-OE-CTL
MOORE, an individual, CHARISSEE	)	
TABOTABO, an individual, RENAE	)	<i>Assigned for all purposes to the Honorable</i>
HILLOCK, an individual, UNINI ODAIBOM	)	<i>Judge Matthew Barnes, Dept. C-60</i>
an individual, MICHAEL LATHE, an	)	
individual, BRENT MILLER, an individual,	)	JOINT STIPULATION OF PAGA AND
GIANCARLO VELLEJO, an individual, and	)	CLASS ACTION SETTLEMENT AND
BENJAMIN TACDERAS, an individual,	)	RELEASE OF CLAIMS
	)	
Plaintiffs,	)	Complaint filed: February 3, 2022
	)	FAC Filed: May 26, 2023
vs.	)	
	)	
GLOBAL CONNECTIONS TO	)	
EMPLOYMENT, INC., a Florida corporation,	)	
and DOES 1-50, inclusive,	)	
	)	
Defendants.	)	

STIPULATION AND AGREEMENT OF SETTLEMENT AND RELEASE OF CLAIMS

This Joint Stipulation of PAGA and Class Action Settlement and Release (the “Stipulation” or “Settlement”) states the proposed terms of the PAGA and Class Action settlement and is entered into among Plaintiffs JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE, CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBOM, MICHAEL LATHE, BRENT MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS, on behalf of themselves and all others similarly situated (the “Plaintiffs”), and Defendant GLOBAL CONNECTIONS TO EMPLOYMENT, INC., (“Defendant”) (collectively, the “Parties”). The terms stated below are agreed to, and once approved by the Court, shall be binding on the Plaintiffs, Defendant, the PAGA Members as defined in Section 1.28 below, and on the Participating Class Member as defined in Section 1.27 below.

1.0 DEFINITIONS

As used in this Stipulation, the following terms shall have the meanings specified below:

1.1 “Alleged Claims” shall mean, in the broadest sense possible, the claims that were or could have been alleged based upon the factual allegations in the Complaint filed in this lawsuit entitled, *Joseph Montague, et al. v. Global Connections to Employment, Inc.*, San Diego County Superior, Case No. 30-2022-00004601-CU-OE-CTL (the “Action”), Plaintiffs’ May 27, 2021 PAGA Notice submitted to the California Labor and Workforce Development Agency (“PAGA Notice”), or arising out of the same nucleus of operative facts. The Alleged Claims include, but are not limited to actual damages and penalties under the Private Attorneys General Act of 2004 (“PAGA”) for failure to reimburse work expenses (Cal Labor Code §§ 2800, 2802) during the relevant period of February 3, 2021 through April 1, 2022. The

Alleged Claims also include any class claims relating to Defendant's alleged failure to reimburse work expenses (Cal Labor Code §§ 2800, 2802) during the relevant period of February 3, 2019 through April 1, 2022.

1.2 The Alleged Claims include all claims of entitlement to damages, restitution, penalties, interest, attorneys' fees and costs, declaratory and other equitable relief.

1.3 "Agreement," "Settlement," or "Stipulation" means this Joint Stipulation of PAGA and Class Action Settlement and Release.

1.4 "Class Counsel" or "Plaintiffs' Counsel" refers to Jacob N. Whitehead of W Employment Law, APC.

1.5 "Class Data" means a complete list of all Settlement Class Members that Defendant will diligently and in good faith compile from its records and provide, subject to a mutually-agreeable protective order governing disclosure or dissemination of confidential information and documents filed by the parties and approved by the Court ("Protective Order"), to the Claim Administrator within fifteen (15) calendar days after entry of the Preliminary Approval Order. The Class List shall be on one spreadsheet and shall include the Settlement Class Members' full names; last known addresses; telephone numbers; Social Security Numbers; and the total Pay Periods Worked during the Class Period for each Settlement Class Member.

1.6 "Class Period" is deemed to be any time during the period of February 3, 2019, through April 1, 2022.

1.7 "Class Representatives" or "Plaintiffs" mean and refer to JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE, CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBOM, MICHAEL LATHE, BRENT MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS.

1.8 "Claims Administrator" means and refers to ILYM, the third party class action administrator agreed to by the Parties, that will provide the Notice Packet to the Class Members and will distribute the settlement amounts to the Participating Class Members as described in this Agreement.

1.9 "Claims Administration Costs" shall mean the costs payable from the Gross Settlement Amount in an amount not to exceed Ten Thousand Dollars (\$10,000.00), that will be paid to the Claims Administrator for administering the

Settlement, including but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligation, distributing the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

1.10 “Complaint” refers to the complaint or any amended complaint thereafter filed in San Diego County Superior Court, in the matter of *Joseph Montague, et al. v. Global Connections to Employment, Inc.*, Case No. 30-2022-00004601-CU-OE-CTL.

1.11 “Court” (or “Judge”) means the Superior Court of California, County of San Diego.

1.12 “Defendant” means GLOBAL CONNECTIONS TO EMPLOYMENT, INC.

1.13 “Defendant’s Counsel” or “Defense Counsel” means and refers to Daniel B. Chammas and Min K. Kim of Ford & Harrison, LLP.

1.14 “Effective Date” means the date the Court signs an order granting final approval of the Settlement and entering Judgment thereon. If objections to the Settlement are filed, the Effective Date of the Settlement is the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is the day after (1) the Settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

1.15 “Enhancement Award” or “Service Payment” means the amount approved by the Court to be paid to the Class Representatives in addition to their Individual Settlement Payment as a Participating Class Member and as set forth in Section 4.6 of this Stipulation.

1.16 “Attorneys’ Fee Award” shall mean the fee amount authorized by the Court to be paid to Class Counsel for the services they have rendered in prosecuting this action, in an amount not to exceed 40% of the Class and PAGA Settlement as defined in Section 4.5 for fees incurred from inception of the Lawsuit to the date of the Court’s Final Approval of the Settlement.

1.17 “Final Approval” refers to the order of the Court granting final approval

of this Settlement and entering a judgment approving this Agreement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.

1.18 “Final Judgment” or “Judgment” means the Court entering a final order granting approval of the Settlement and a judgment of dismissal.

1.19 “Final Settlement Class” means, collectively, all Settlement Class Members who have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

1.20 “Individual Settlement Amount” shall have the meaning ascribed to it in Section 4.4 below.

1.21 “Last Known Address” means the most recently recorded mailing address for a Settlement Class Member as such information is contained in the electronic employment or personnel records maintained by Defendant.

1.22 “Lawsuit” means the action styled “*JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE, CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBOM, MICHAEL LATHE, BRENT MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS in their representative capacity and on behalf of all other aggrieved employees vs. GLOBAL CONNECTIONS TO EMPLOYMENT, INC., a California corporation, and DOES 1 -50, inclusive,*” pending in the Superior Court of the State of California for the County of San Diego, Case No. 30-2022-00004601-CU-OE-CTL.

1.23 “Net Settlement Amount” shall have the meaning set forth in Section 4.3 of this Stipulation.

1.24 “Notice” means the notice of proposed class settlement and setting of a Final Approval Hearing that will be sent to the Settlement Class Members.

1.25 “Notice Response Deadline” is 45 calendar days from the date the Notice is mailed to the Settlement Class Members.

1.26 “Objecting Settlement Class Member” means a Settlement Class Member, other than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement, pursuant to Section 9.9 below.

1.27 “Participating Class Member” means any Settlement Class Member who is deemed to participate and receives an Individual Settlement Payment Amount

and does not opt-out by submitting a timely valid Request for Exclusion.

1.28 “PAGA PENALTIES” means the amount that the Parties have agreed to pay to the Labor Workforce & Development Agency (“LWDA”) in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§2698, et seq., “PAGA”) as well as the individual PAGA payment allocated to each Aggrieved Employee.

1.29 “Pay Periods Worked” or “Eligible Pay Periods” in the context of the Settlement Class Members means all pay periods during the Class Period in which the Settlement Class Member was employed by Defendant in California as an exempt and/or non-exempt, hourly and/or salary, full-time and/or part-time employee (“Covered Position”). Likewise, in the context of Aggrieved Employees, it means all pay periods during the PAGA Period in which the Aggrieved Employee was employed by Defendant in a Covered Position in California and worked at least one shift during the pay period.

1.30 “PAGA Period” shall mean the time period from February 3, 2021 through April 1, 2022.

1.31 “PAGA Members” means any individual employed by Defendant for at least one shift between the dates of February 03, 2021 and April 1, 2022.

1.32 “PAGA Released Claims” by the Aggrieved Employees upon Final Approval of the Settlement means any and all claims for civil penalties under the Private Attorneys General Act, Labor Code §2698 et seq., that Plaintiffs alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the operative Complaint and in Plaintiffs’ notice letters to the LWDA (including any amendments thereto), including all PAGA claims seeking civil penalties for violation of Labor Code Section 2802. The time period governing the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released Claims do not release any potential claims for wages or statutory penalties.

1.33 “Class Period” shall mean the time period from February 3, 2019 to April 1, 2022.

1.34. “Released Class Claims” or “Class Claims” shall mean, any and all claims by the Participating Class Members upon Final Approval of the Settlement and

will include any and all claims, demands, rights, liabilities and causes of action that were or could have been pled under local, state or federal law arising out of or based on the facts alleged in the operative Complaint against Defendant for the duration of the Class Period, including but not limited to claims for failure to reimburse work related expenses pursuant to Labor Code §2802, applicable California Wage Orders; unfair and unlawful competition, and all claims for statutory penalties based on the facts or claims alleged in the operative Complaint. The time period governing the Released Class Claims shall be the same as the Class Period.

1.35 The “Parties” means the Plaintiffs, the Settlement Class, and Defendant, collectively.

1.36 “Preliminary Approval Date” means the date the Court approves the Settlement, and the exhibits thereto, and enters the Preliminary Approval Order.

1.37 “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Defendant will not object to Plaintiff’s motion for preliminary approval, but will be provided with an opportunity to review and comment upon the motion before it is filed.

1.38 “QSF” means the Qualified Settlement Fund set up by the Claim Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made.

1.39 “Reasonable Address Verification Measure” means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.40 “Released Claims” shall have the meaning set forth in Sections 6.2 – 6.3 of this Stipulation.

1.41 “Released Parties” means Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns, and their past, present, and future officers, directors, shareholders, partners, agents, owners, insurers, employee, advisors, accountants,

representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns of any of the foregoing.

1.42 “Released Period” is February 3, 2019 through April 1, 2022.

1.43 “Representative Plaintiffs” mean JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE, CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBOM, MICHAEL LATHE, BRENT MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS.

1.44 “Request for Exclusion” means and refers to a valid and timely request for exclusion from the Settlement of the Released Class Claims, which may be submitted by any Settlement Class Members, other than Representative Plaintiffs, pursuant to Section 9.9(a) below.

1.45 “Settlement” means the terms and conditions set forth in this Stipulation.

1.46 “Settlement Class” is defined as any individual employed by Defendant in California at any time during the Class Period.

1.47 “Settlement Class Member” or “Class Members” refers to the individual members of the Settlement Class.

1.48 “Stipulation” means this Joint Stipulation of PAGA and Class Settlement and Release.

1.49 “Updated Address” means a mailing address that was updated via Reasonable Address Verification measures or via an updated mailing address provided by the United States Postal Service or a PAGA Member.

2.0 GENERAL TERMS

2.1 Plaintiffs filed their Complaint on February 3, 2022 alleging (1) Violation of the Private Attorney Generals Act of Labor Code § 2698 et seq.; (2) Negligent Misrepresentation & Fraud (in Violation of Civ. Code §§ 1572 & 1710 et seq.); (3) Intentional Misrepresentation & Fraud (in Violation of Civ. Code §§ 1710 & 3294 et seq.); (4) False Promise (in Violation of Civ. Code § 1710 (4)); (5) Breach of Contract; (6) Breach of Covenant of Good Faith and Fair Dealing; (7) Misrepresentation Inducing Employee to Change Residence (in Violation of Labor

Code § 970 et seq.); and (8) Unfair Business Practices (in Violation of Bus. & Prof. Code § 17200).

2.2 Plaintiffs filed the Action on February 3, 2022 in the San Diego Superior Court, Case No. 30-2022-00004601-CU-OE-CTL.

2.3 The matter was removed to the United States District Court, Southern District of California, presiding Judge Michael M. Anello, Case Number: 3:22-cv-00342-MMA-NLS.

2.4 The Parties met and conferred on this Action and agreed to attend a private mediation in attempt to resolve the present Action and have conducted a thorough investigation into the facts of the Action. This includes engaging in exchange of informal discovery. Plaintiffs' Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the PAGA Members and Settlement Class. Plaintiffs' Counsel has diligently pursued an investigation of the PAGA Members and Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiffs' Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation is fair, reasonable, and adequate and is in the best interest of the PAGA Members and Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

2.5 The Parties attended a private mediation with Steve Pearl, Esq., a neutral and well-respected mediator who is very knowledgeable regarding class and PAGA claims, on May 17, 2022. The Parties reached a settlement after accepting a mediator's proposal that was issued on May 17, 2022 by Steve Pearl. At all times, the Parties' negotiations were adversarial, non-collusive, and at arm's length.

2.6 The Parties agree that neither the Parties' settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

2.7 The Parties stipulated to remand the case back to San Diego Superior Court on June 2, 2022. The United States District Court, Southern District of

California, granted the Parties' stipulation and remanded the Action back to the Superior Court of California, County of San Diego.

2.8 On May 26, 2023, Plaintiffs filed an amended complaint in the Action alleging class and PAGA claims for the alleged California Labor Code section 2802 violations. Pursuant to a Joint Stipulation and (Proposed) Order Plaintiffs will cause to be filed Plaintiffs' proposed Second Amended Complaint to correspond the defined Class and PAGA periods to those periods as defined in Sections 1.30 and 1.33 herein.

2.9 The Plaintiffs believe that the claims asserted in the Lawsuit have merit and that the evidence developed to date supports the claims asserted. However, Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Lawsuit against the Defendant through trial and appeals. Plaintiffs' Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Lawsuit, as well as the difficulties and delays inherent in such litigation. Plaintiffs' Counsel are mindful of the inherent problems of proof under and possible defenses to the violations asserted in the Lawsuit. Plaintiffs' Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Settlement Class and PAGA Members. Based on their evaluation, Plaintiffs' Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of the Plaintiffs, Settlement Class, and the PAGA Members.

2.10 The Parties are sufficiently familiar with the facts of the Lawsuit and the applicable law, so as to warrant settlement at this time.

2.11 The Parties are represented by competent class action litigation counsel, and have had the opportunity to consult with their respective counsel prior to the submission of this Stipulation to the Court.

2.12 Nothing in this Stipulation, nor the fact of the Stipulation itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind on the part of Defendant with respect to the claims alleged in the Lawsuit.

2.13 Defendant denies all the claims and contentions alleged by the Plaintiffs in the Lawsuit. Further, Defendant contends that the Action is not suitable for class certification and that Plaintiffs' claims are not amenable to adjudication on a representative basis. Nonetheless, Defendant has concluded that further litigation

would be protracted and expensive, and would also divert management and employee time. Defendant has taken into account the uncertainty and risks inherent in litigation, especially in multi-party cases. Defendant has therefore concluded that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

2.14 The Parties recognize the inherent risk in proceeding with wage and hour class action litigation based on the instability in California wage-and-hour law. The Parties further agree that the Settlement set forth herein adequately balances the risk of proceeding with the Lawsuit against any potential recovery for the Settlement Class and PAGA Members, and therefore the Settlement represents a reasonable, fair, and just compromise of the claims asserted in the Lawsuit.

2.15 Pursuant to California Evidence Code sections 1152 and 1154, this Stipulation and any related documents filed or created in connection with it shall be inadmissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Stipulation, or as may specifically be permitted in Section 8.4 below.

2.16 Stipulation for Class Certification. For settlement purposes only, after Plaintiffs file their amended complaint in the Action alleging class claims for the alleged Labor Code section 2802 violations, Defendant will stipulate that the Settlement Class Members described herein who do not Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification, appointing the Plaintiffs as the Class Representatives, and appointing Plaintiffs' Counsel as class counsel are proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fails to issue Final Approval (or if Final Approval is reversed on appeal), the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with the issue of whether or not certification, appointing the Plaintiffs as the Class Representatives, and appointing Plaintiff's Counsel as class counsel would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve

their rights and declare that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

3.0 TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs, for themselves and on behalf of all others similarly situated, and Defendant that, subject to the conditions precedent set forth below, the Lawsuit and the Released Claims shall be finally and fully compromised, released, resolved, relinquished, discharged and settled and without any adverse findings or conclusions against Defendant or anyone else, upon and subject to the terms and conditions of this Stipulation, as follows:

3.1 The Parties enter into this Stipulation and the Settlement on a conditional basis.

3.2 This Settlement is based upon representations made by the Defendant that Class Members worked a total of approximately 10,691 pay periods between February 3, 2019 and April 1, 2022. This Stipulation has been negotiated based on this representation.

3.3 This Stipulation will become final and effective only upon the occurrence of all of the following events. Similarly, Defendant's obligations under this Settlement will become final and effective only upon occurrence of all of the following events:

- a.) For Settlement and Class Certification purposes only, the Plaintiffs' filing of the First Amended Complaint to include both Class and PAGA claims;
- b.) The Court enters an order granting Final Approval of the Settlement; and
- c.) The Court enters a Final Judgment in the Lawsuit based on the terms of the Settlement.

3.4 The Parties to this Stipulation shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment. Unless the Court orders otherwise, this Stipulation shall be deemed null and void ab initio if the Court fails or refuses to issue the Final Approval

Order or fails to approve any material condition of this Stipulation of Settlement which effects a fundamental change of the Settlement, the entire Stipulation shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party. In such event, neither this Stipulation, nor any negotiations leading to this Settlement, nor any information exchanged solely for purposes of furthering settlement negotiations, will be used or construed by or against any Party as a determination, admission or concession of any issue of law or fact; and the Parties hereto do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Lawsuit, including all available defenses and affirmative defenses as if this Settlement never existed.

3.5 In the event of a timely appeal from an order of Final Judgment, the Judgment will be stayed and all payments required under this Settlement, other than payments to the Claims Administrator for services rendered, will not be paid pending the completion and final resolution of the appeal, and any payments thereafter will: (a) occur only if the order of Final Judgment is upheld after all appeals; and (b) be distributed in a manner that is provided for in this Settlement and in the order of Final Judgment.

4.0 THE FINANCIAL TERMS OF SETTLEMENT

4.1 The Gross Settlement Amount (also referred to as the Gross Fund Value “GFV”) is the following: Defendant agrees to pay an amount no more than the GFV of \$250,000 in settlement of this Action, which shall be inclusive of Plaintiffs’ Counsel’s attorneys’ fees and costs, Individual Settlement Amounts, the Service Payment Award to the Class Representatives, all Claims Administration Costs, payment for Plaintiffs’ individual claims, and payment to the California Labor & Workforce Development Agency (“LWDA”) for PAGA penalties. Defendant shall separately pay the employers’ share of applicable payroll tax obligations, which shall be reported through the designated Settlement Administrator.

4.2 The Gross Settlement Amount shall be distributed as follows:

a. \$200,000 to Plaintiffs’ class and PAGA claims (“Class and PAGA Settlement”). 0% of the Class and PAGA Settlement will be allocated as wages.

b. \$50,000 to Plaintiffs' individual claims. 25% of each individual plaintiff's recovery, after deducting attorneys' fees and costs, will be allocated to wages.

c. The portion to be paid to the Class Members shall be paid to all of the Class Members pro rata based on the number of pay periods worked by each Class Member during the Released Period.

4.3 Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross Settlement Amount less \$50,000 to Plaintiffs for their individual claims, attorneys' fees and litigation costs as approved and awarded by the Court, the Service Award Payment to the Class Representatives as awarded by the Court, the Claim Administration Costs, and payment to the LWDA for PAGA penalties. In the event that the Court reduces the attorneys' fees, litigation costs, expenses or Service Award payments, or either increases or decreases the amount allocated to the PAGA Penalties, the Net Settlement Amount shall be increased or decreased accordingly.

4.4 Individual Settlement Amounts for the Settlement Class: The Individual Settlement Amount for each Participating Settlement Class Member will be calculated by the Claim Administrator using the Class Data provided by Defendant as follows: Compensable pay periods will be all pay periods worked by the Settlement Class Members during the Class Period. The dollars per compensable pay period will be calculated by dividing the total pay periods worked by Settlement Class Members into the Net Settlement Amount to determine a Per Pay Period value ("Pay Period Value"). The Pay Period Value will be multiplied by the number of pay periods worked by each Participating Class Member during the Class Period to determine the distribution, prior to legal deductions, for each Participating Class Member. If there are any timely submitted Requests for Exclusion, the Claim Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount. 100% of the Individual Settlement Amounts will be paid as interest and penalties from which no taxes will be withheld. The Claim Administrator will issue to each Settlement Class Member an Internal Revenue Service Form 1099 with respect to the penalties and interest allocations.

4.5 Attorneys' Fees Award and Costs: Plaintiffs will request that the Court

approve an award of attorney's fees to Plaintiffs' Counsel in an amount of up to forty percent (40%) of the Class and PAGA Settlement, plus reasonable litigation costs and expenses. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel shall be fully responsible for the payment of any taxes due on such award.

4.6 Service Payment to Class Representatives: The amount, if any, awarded to the Class Representatives as Service Payment will be set by the Court in its discretion, in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00) for each of the Representative Plaintiffs in exchange for the services Representative Plaintiffs performed on behalf of the Class and for entering into the General Release of all claims discussed herein. Defendant will not oppose the reasonableness of these Service Award requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount. The Class Representatives will be bound by a General Release, set forth below, in exchange for this payment and will be issued IRS Form 1099 in connection with this payment. Representative Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the Service Award payments. The Parties agree that any amount awarded as the Service Payment to the Representative Plaintiffs less than the requested amount shall not be a basis for Class Counsel to void this Stipulation.

4.7 PAGA Penalties: The Parties agree that \$12,500 is allocated to PAGA Penalties, and is to be paid from the Class and PAGA Settlement subject to Court approval. Of this amount, \$9,375 (75%) shall be paid to the LWDA in satisfaction of Plaintiffs' claims for penalties under the Private Attorney General Act of 2004 ("PAGA") and \$3,125 (25%) will be paid to the Aggrieved employees on a Pay Periods Worked basis, which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the PAGA Settlement.

4.8 Claims Administration Costs means the costs payable from the Gross Settlement amount, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties and/or the Court. The Settlement Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

4.9 The Parties shall solicit bids from third party administrators and come to agreement on the designation and usage of a Settlement Claims Administrator.

4.10 Plaintiffs and each Class Member will provide a release of all the class and PAGA claims that are alleged in Plaintiffs' operative Complaint (including Labor Code § 558), or which could have been alleged based on the factual allegations in the operative Complaint or PAGA Notice that arose during the Released Period. Plaintiffs shall provide a general release of any and all claims against Defendant as well as its agents, officers, employees, directors, owners and other related parties standard in such an agreement.

4.11 For any Class Member whose settlement award cannot be sent because a working address cannot be found, or whose settlement award check is not timely cashed, their settlement award will be sent to State Controller's office to be held on behalf of the Class Member.

4.12 Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of payments called for hereunder, and Plaintiffs and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for their own tax obligations assessed on their respective settlement amounts described herein. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with the Agreement.

The Plaintiffs and any Participating Settlement Class Member who receives any Individual Settlement Payment pursuant to this Stipulation shall be responsible for correctly characterizing such amounts for tax reporting purposes and shall be solely responsible for any and all tax obligations associated with such receipt, except as may be specifically set forth herein.

4.13 Participating Class Members shall be responsible for remitting to State and/or Federal taxing authorities any applicable taxes due and shall hold Defendant harmless and indemnify them for any liabilities, costs and expenses, including reasonable attorneys' fees, assessed or caused by any such taxing authority relating in any way to the tax treatment of the payments made pursuant to this Agreement.

4.14 Non-Reversionary Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the GFV revert to Defendant. Participating Class Members will not have to make a claim in order to receive an Individual Settlement Payment and Aggrieved Employees will not have to make a claim in order to receive their share of PAGA Penalties. Distributions in the form of Individual Settlement Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member or Aggrieved Employee not cashing an Individual Settlement Payment by the check cashing deadline, as set forth herein.

4.15 Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and adequate and will so represent same to the Court.

4.16 The Parties to this Settlement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court. Neither this Stipulation, nor final form of Settlement, shall constitute an admission on behalf of Defendant of any form of liability or the accuracy of any allegation made by the Plaintiffs or their Counsel.

4.17 The Parties to this Settlement agree that it reflects their good faith compromise of the claims raised in the Lawsuit, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective Counsel.

4.18 The Plaintiffs and any Participating Settlement Class Member who receives any Individual Settlement Payment pursuant to this Stipulation shall be responsible for correctly characterizing such amounts for tax reporting purposes and shall be solely responsible for any and all tax obligations associated with such receipt, except as may be specifically set forth herein.

5.0 PAYMENT PROCEDURE

5.1 Funding of the Gross Settlement Amount. Defendant shall make a one-time deposit into the QSF of the Gross Settlement Amount, as described in Section 4.1 that is necessary to make all payments required under this Settlement, within fifteen (15) calendar days after the Effective Date.

5.2 Distribution of Funds. No later than ten (10) calendar days after the deposit of each payment into the QSF, the Claim Administrator will mail the payments to the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the Class Representatives as well as the payment for Plaintiffs' individual claims, the payment to the LWDA for PAGA penalties, and will pay itself the Claim Administration Costs.

5.3 Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have One Hundred and Eighty (180) calendar days after mailing by the Claim Administrator to cash their settlement checks. If any Participating Class Member or Aggrieved Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Claim Administrator shall issue the unclaimed funds to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member or Aggrieved Employee, unless the Court directs the Parties to issue unpaid residue to other fund. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. The release will be binding upon all Participating Class Members and Aggrieved Employees who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Claim Administrator within 180 calendar days of mailing, the Claim Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of

the results. If a new address is located by these means, the Claim Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Claim Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member notifies the Claim Administrator that he or she believes that a settlement check has been lost or stolen, the Claim Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Claim Administrator will issue a replacement check.

5.4 No person shall have any claim against Defendant (or their designees), Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

5.5 Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

6.0 RELEASE OF CLAIMS

6.1 In consideration of the mutual promises contained herein, the Plaintiffs and Class Members, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, do hereby and forever fully and finally release, waive, acquit and discharge the Released Parties from the Released Claims.

6.2 Upon the Effective Date, the Settlement Class (other than those who submit a valid Request for Exclusion) and each member of the Settlement Class who does not timely opt-out, will be deemed to have, and by operation of the Court's Order

approving this Stipulation will have expressly waived and relinquished, to the fullest extent permitted by law, all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, whether known or unknown, that each Class Member had, now has, or may hereafter claim to have against the Released Parties, arising at any time during the Released Period, out of the facts, legal theories and alleged causes of action in the operative Complaint and the PAGA Notice based on the facts pleaded including state and federal wage and hour laws based on the allegations, facts, matters, transactions or occurrences therein, specifically including, Business and Professions Code § 17200, *et seq.*, the California Labor Code § 2802 and 2698, *et seq.*, all applicable wage orders including but not limited to failure to reimburse expenses, unfair and unlawful competition, and all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). At a minimum, the Released Claims include, to the maximum extent permitted by law: (a) any claims and causes of action, whether known or unknown, that were or could have been alleged or asserted based on the facts and allegations alleged in the operative Complaint filed in the Lawsuit or the PAGA Notice or arising out of the same nucleus of operative facts; which includes, but is not limited to, the following: claims brought under California Labor Code Sections 2802 and the applicable industrial Welfare Commission Wage Order No. 7-2001, the Fair Labor Standards Act, and all related or corresponding federal laws, and all implementing regulations and interpreting guidance; (b) any claims that were or could have been brought under California Business and Professions Code Section 17200 *et seq.* as unlawful, fraudulent or misleading based on the claims, facts and allegations alleged in the Lawsuit (including, but not limited to, claims of conduct unlawful under state or federal law); (c) any other causes of action that are based on or relate to failure to reimburse expenses or unfair business practices, including related premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy (the “Released Claims”). This release covers all such claims against any Released Parties.

6.3 In addition to the terms of the Release outlined above, no PAGA Member will have any claim against any of the Released Parties, Defendant’s Counsel,

Plaintiffs, any other PAGA Member, or Class Counsel, based on errors in administering claims or performing the mailing or skip-tracing requirements under this Stipulation.

6.4 Each Settlement Class Member will be deemed to have made the foregoing Release as if by manually signing it.

6.5 Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not apply to any Class Member who timely and validly opts out of the Settlement.

6.6 Release by Class Representatives: As a material inducement to Defendant to enter into this Settlement Agreement, Class Representatives, and each of them, do hereby, for themselves and for their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge 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, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Stipulation, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives' employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representatives' Claims").

6.7 Without limiting the generality of the foregoing, Class Representatives, and each of them, expressly release all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any claims relating to negligent or intentional misrepresentation and fraud, including California

Civil Code Sections 1572, 1710, and 3294; any claims relating to false promise, including California Civil Code section 1710; any claims relating to breach of covenant of good faith and fair dealing; any tort, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged “off the clock” work under federal and state law, including California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Section 1194 et seq.; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees; 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) Equal Pay Act, 29 U.S.C. § 209(d)(1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.

(family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government 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, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits); (14) the California Business & Professions Code; (15) the California Workers' Compensation and Insurance Act, claims arising under the Worker Adjustment and Retraining Notification Act, and any other claim based upon any act or omission of the Defendant and the Released Parties occurring prior to the Effective Date of this Agreement. Class Representatives agree that there is a risk that any injury that they may have suffered by reason of the Released Parties' relationship with them might not now be known, and there is a 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. Nevertheless, Class Representatives agree to forever and fully release and discharge the Released Parties, and understand that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Class Representatives with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

6.8 Class Representatives, and each of them, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representatives and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representatives and each of them knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representatives' claims.

7.0 MOTION FOR COURT APPROVAL

7.1 Following the full execution of this Stipulation as well as Plaintiffs' filing of an amended complaint in the Action alleging class and PAGA claims for the alleged California Labor Code section 2802 violations, Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

- (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;
- (b) Approving as to form and content the proposed Notice, attached hereto as Exhibit A;
- (c) Directing the mailing of the Notice by first class mail to the Settlement Class Members; and
- (d) Preliminarily approving this Settlement.

Pursuant to Labor Code § 2699(1)(2), Class Counsel shall also submit its Motion for Preliminary Approval to the LWDA.

7.2 Defendant and its Counsel shall cooperate with Class Counsel as necessary to obtain Court approval of the Stipulation and Settlement.

7.3 The Parties will ask the Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and performance under this Stipulation and any and all orders and judgments, including the Final Judgment, entered by the Court. Pending the completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval to a stay of all proceedings in the Action, except such as are necessary to effectuate the Settlement.

7.4 In connection with the Final Approval Hearing provided for in this Stipulation of Settlement, Class Counsel shall submit a (Proposed) Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representatives, and the payment to the Claim Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Settlement Class Members from prosecuting any Released Claims against any of the Released Parties.

Pursuant to Labor Code § 2699(l)(3), Class Counsel shall submit a copy of any final judgment issued by the Court to the LWDA.

7.5 After the court issues its Order approving the Settlement, the Parties shall present the Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall have continuing jurisdiction pursuant to California Code of Civil Procedure Section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of this Stipulation; (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

7.6 This Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties have made at least three (3) good faith efforts to address the Court's questions or concerns, and the Court does not approve this Settlement

Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through their Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement Agreement and neither Party will be deemed to have waived or affected in any way their respective claims, objections, or defenses in the Action.

8.0 MUTUAL FULL COOPERATION

8.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including, but not limited to, the execution of all necessary documents, and to take such other action as may be reasonably necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, to effectuate the terms of this Settlement.

8.2 If a Party cannot reasonably comply with an obligation under this Settlement by the deadline applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

8.3 Nothing contained in this Settlement shall be construed or deemed as an admission of liability, culpability or wrongdoing on the part of Defendant and Defendant denies liability therefor. This Settlement shall not constitute an admission by Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Lawsuit. Likewise, nothing in this Settlement shall be construed or deemed an admission with regards to the validity of the Defendant's defenses or affirmative defenses. Both Parties have entered into this Settlement in order to avoid the inconvenience, expense and uncertainty of further litigation.

8.4 This Settlement, and all other actions taken in the implementation of the Settlement, including any statements, discussions, or communications and any materials prepared, exchanged, issue or used during the course of the negotiations leading to this Settlement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative, investigative or other court, tribunal, forum or proceeding, including any wage and hour or other litigation against Defendant for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Settlement and except as required by Court Order.

9.0 NOTICES

9.1 Appointment of Claim Administrator. The Parties have agreed to the appointment of the Claim Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members, issuing 1099 Tax Forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

9.2. Disputes Regarding Claim Administration. Any and all disputes relating to administration of the Settlement by the Claim Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement, until Plaintiffs and Defendant notify the Court that all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Class Administrator shall also be responsible for issuing to Plaintiffs, Settlement Class Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Claim Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

9.3 Class Data. Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant shall provide, subject to the Stipulated Protective Order, to the Settlement Administrator on one spreadsheet a list of all Settlement Class Members, including the Class Members' full names, last known addresses, telephone numbers (if any), social security numbers, and the total Pay Periods Worked by each Class Member during the Class Period. The Claim Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. Pursuant to the Stipulated Protective Order, the Class Data provided to the Claim Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

9.4 Notice. The Notice as approved by the Court, shall be sent by the Claim Administrator to the Settlement Class Members, by first class mail, in English only, within ten (10) calendar days following the Claim Administrator's receipt of the Class Data. For all Settlement Class Members, attached to the Notice will be a Settlement Explanation Form. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

9.5 Returned Notice. The Claim Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if necessary, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Claim Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) calendar days after the re-mailing of the Notice.

9.6. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Settlement Class Member received the Notice.

9.7 Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement, unless they opt-out and Aggrieved Employees may not opt out of the PAGA Released Claims. The Settlement Explanation Form will inform Class Members of his/her estimated Individual Settlement Amount and the number of weeks he/she worked during the Class Period. Class Members may dispute their pay periods worked if they feel they worked more pay periods in the Class Period in California than Defendant's records show by timely submitting evidence to the Claim Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Claim Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of pay periods and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Claim Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

9.8. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the Final Approval Hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

9.9 Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Settlement Class. Any Settlement Class Member, other than Plaintiffs, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE JOSEPH MONTAGUE, ET AL. V. GLOBAL CONNECTIONS TO EMPLOYMENT, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM

THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

Any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any Individual Settlement Payment under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment with respect to the Released Class Claims.

(b) Binding Effect on Participating Class Members. Except for those Settlement Class Members who validly exclude themselves from the Class Settlement in compliance with the procedures set forth above, all Participating Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement. Any Settlement Class Member, other than Plaintiffs, may object to the terms of this Agreement. To object, a Settlement Class Member shall inform the Claim Administrator, in writing, of his or her objection that must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by

counsel, the name and address of his or her counsel. If any Objecting Settlement Class Member wishes to speak at the Final Approval Hearing, that Objecting Settlement Class Member's written submission should include a request to be heard, and the Court will determine whether Objecting Settlement Class Members will be permitted to speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt, and the Claim Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment.

(d) Failure to Object. Any Settlement Class Member who desires to object but fails to timely submit a written objection or in-person objection at the Final Approval Hearing waives any right to object and will be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement. Any Settlement Class Member who does not properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceedings and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Settlement Class Members at least five (5) court days before the date of the Final Approval Hearing.

9.10 Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Claim Administrator by U.S. Mail. The Claim Administrator shall disclose jointly to Class Counsel and Defendant's Counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

9.11 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder, shall be in writing and shall be deemed to

have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent by an overnight delivery service; or (iii) the third business day after the mailing by U.S. Certified mail, return receipt requested.

All notices given under this Agreement shall be addressed as follows:

To the Plaintiffs' and Settlement Class

Counsel :

Jacob N. Whitehead, Esq.
W EMPLOYMENT LAW, APC
7700 Irvine Center Drive, Suite 930
Irvine, CA 92618
Telephone: (949) 674-4922

To Defendant:

Daniel B. Chammas, Esq.
Min K. Kim, Esq.
Ford & Harrison, LLP
350 S. Grand Ave.
Suite 2300
Los Angeles, California 90071
Tel: (714) 379-6239;
Fax: (714) 379-5444

10.0 MISCELLANEOUS PROVISIONS

10.1 All of the Parties have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and this Stipulation is made with the consent and advice of counsel.

10.2 The Parties and Class Members waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Stipulation.

10.3 This Stipulation may not be modified or amended, except in a writing that is signed by the respective counsel of record for the Parties and approved by the Court.

10.4 This Stipulation constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of the Stipulation unless made in writing and signed by duly authorized representatives of all Parties and approved in writing by a final order of the Court. No waiver of any term, provision or condition of this Stipulation, whether by conduct or otherwise, in any one or more instance shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition. The Parties and their respective counsel all participated in the

negotiation and drafting of this Stipulation and Settlement and had available to them the advice and assistance of independent counsel. Thus, no Class Member may claim that any ambiguity in this Stipulation or Settlement should be construed against Defendant.

10.5 This Stipulation shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws, and shall be subject to the continuing jurisdiction of the Court. All questions of validity, interpretation or performance of any of its terms or any rights or obligations of the Parties to the Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Orange.

10.6 This Stipulation shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or who was principally responsible for drafting this Stipulation or any specific term or condition thereof.

10.7 This Stipulation may be executed by facsimile signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. When each of the Parties has signed at least one such counterpart, this Stipulation shall become effective and binding as to all of the Parties as of the day and year last written.

10.8 Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Lawsuit, and will not seek reimbursement thereof from any Party to this Settlement. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendant agree to seek the help of the Mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal

action or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

10.9 The Parties and their counsel agree that they will not issue any press releases or press statements, have any communications with the press or media about the Lawsuit or this Stipulation, or otherwise publicize the terms of this Settlement. Notwithstanding the foregoing, the Parties shall have the right to disclose the Settlement as may be required under federal or state tax and/or securities laws or under generally accepted accounting principles.

10.10 Plaintiff, Class Members and Class Counsel agree that none of the documents and information provided to the Claim Administrator by Defendant shall be used for any purpose other than approval of this Settlement. No later than thirty (30) days after the payment of all settlement proceeds as described in this Agreement, the Claim Administrator shall destroy or return to Defense Counsel the original and all copies of any documents designated as “confidential”, including any communications and electronic files and copies related to any documents designated as “confidential.” Should the Claim Administrator elect to destroy documents designated as “confidential”, the Claim Administrator shall certify under penalty of perjury that such documents have been destroyed.

10.11 Each of the respective signatories to this Stipulation represents and warrants that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

10.12 The Settlement shall be binding upon and insure to the benefit of the settling parties’ respective successors, assigns, heirs, spouses, marital communities, executors, administrators and legal representatives.

10.13 Even after the Order of Final Judgment and notwithstanding it, this Court will have and retain continuing jurisdiction over the Lawsuit and over all Parties and Class Members, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement and all matters provided for in it, and to interpret it.

IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing terms and conditions by executing this Stipulation as of the date indicated below.

IT IS SO STIPULATED:

Joseph Montague

Plaintiff JOSEPH MONTAGUE

Dated: 8/30/2023, 2023

Michael Dupont

Plaintiff MICHAEL DUPONT

Dated: 8/31/2023, 2023

Curtis Moore

Plaintiff CURTIS MOORE

Dated: 8/30/2023, 2023

Charisse Allen (Tabotabo)

Plaintiff CHARISSEE TABOTABO

Dated: 8/30/2023, 2023

Renae Hillock

Plaintiff RENAE HILLOCK

Dated: 8/31/2023, 2023

[Signature]

Plaintiff UNINI ODAIBOM

Dated: 8/31/2023, 2023

Plaintiff MICHAEL LATHE

Dated: 8/31/2023, 2023

MICHAEL LATHE

BRENT MILLER

Plaintiff BRENT MILLER

Dated: 8/31/2023, 2023

Giancarlo Vellejo

Plaintiff GIANCARLO VELLEJO

Dated: 8/31/2023, 2023

benjamin tacderas

Plaintiff BENJAMIN TACDERAS

Dated: 8/31/2023, 2023

GLOBAL CONNECTIONS TO EMPLOYMENT, INC.

By: _____

Dated: _____, 2023

Dated: 8/31/2023, 2023

W EMPLOYMENT LAW, APC

By: *[Signature]*

Jacob N. Whitehead
Counsel for Plaintiffs and
All Others Similarly Situated

Dated: _____, 2023

FORD & HARRISON, LLP

By: _____

Daniel B. Chammas, Esq.
Min K. Kim, Esq.
Counsel for Defendant

Plaintiff MICHAEL LATHE

Dated: _____, 2023

Plaintiff BRENT MILLER

Dated: _____, 2023

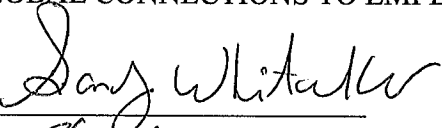
Plaintiff GIANCARLO VELLEJO

Dated: _____, 2023

Plaintiff BENJAMIN TACDERAS

Dated: _____, 2023

GLOBAL CONNECTIONS TO EMPLOYMENT, INC.

By: 

Dated: 8-31-, 2023

Dated: _____, 2023

W EMPLOYMENT LAW, APC

By: _____

Jacob N. Whitehead
Counsel for Plaintiffs and
All Others Similarly Situated

Dated: August 31, 2023

FORD & HARRISON, LLP

By: 

Daniel B. Chammas, Esq.
Min K. Kim, Esq.
Counsel for Defendant

EXHIBIT B

Jacob N. Whitehead, Esq. SBN 266123
jacob@wemploymentlaw.com
W EMPLOYMENT LAW, APC
7700 Irvine Center Drive, Suite 930
Irvine, CA 92618
Telephone: (949) 674-4922

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/12/2024 at 04:48:00 PM
Clerk of the Superior Court
By E- Filing, Deputy Clerk

Attorneys for Plaintiffs, JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE, CHARISSE TABOTABO, RENAE HILLOCK, UNINI ODAIBO, MICHAEL LATHE, BRENT MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSEPH MONTAGUE, an individual,
MICHAEL DUPONT, an individual,
CURTIS MOORE, an individual,
CHARISSEE TABOTABO, an individual,
RENAE HILLOCK, an individual, UNINI
ODAIBOM an individual, MICHAEL
LATHE, an individual, BRENT MILLER, an
individual, GIANCARLO VELLEJO, an
individual, and BENJAMIN TACDERAS, an
individual,

Plaintiffs,

vs.

GLOBAL CONNECTIONS TO
EMPLOYMENT, INC., a Florida
corporation, and DOES 1-50, inclusive,

Defendants.

Case No.: 37-2022-00004601-CU-OE-CTL

***Assigned for all purposes to the Honorable
Judge Matthew Barnes, Dept. C-60***

**DECLARATION OF CHRISTINA
FOWLER OF ILYM GROUP, INC., IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 I, Christina Fowler, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by the Parties’ Counsel and
5 subsequently appointed by the Court to serve as the Claims Administrator for the above captioned
6 *Montague, et al. v. Global Connections to Employment, Inc., et al.* matter. I am authorized to make
7 this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts
8 herein, and, if called upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Settlement of Class Action and Representative Action, Settlement Payment*
18 *Information Sheet, Eligible Pay Period Dispute Form*, and the *Request for Exclusion Form/Opt-*
19 *Out Form* (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion;
20 (c) resolving Settlement Class Members’ disputes over the number of pay periods Defendant has
21 record of them working during the Class Period; (d) calculating individual settlement award
22 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
23 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

27
28

1 4. On October 18, 2023, ILYM Group received the Court approved text for the Notice
2 Packet. ILYM Group prepared a draft of the formatted Notice Packet, which was approved by the
3 Parties' Counsel prior to mailing.

4 5. On October 28, 2023, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, and
6 the total number of applicable pay periods worked for each Settlement Class Member. The data
7 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
8 Class List contained 217 individuals.

9 6. As part of the preparation for mailing, all 217 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

17 7. On November 7, 2023, the Notice Packet was mailed, via U.S First Class Mail, to
18 all 217 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 1 Notice Packet has been returned to our office.
21 Of the 1 returned Notice Packet, it was not returned with a forwarding address. ILYM Group
22 performed a computerized skip trace on the 1 returned Notice Packet that did not have a forwarding
23 address, in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet.
24 As a result of this skip trace, we found 1 updated address and the Notice Packet was promptly re-
25 mailed to those Settlement Class Members, via U.S First Class Mail.

26 9. As of the date of this declaration, a total of 1 Notice Packet have been re-mailed.
27 Specifically, none was result of a forwarding address provided by the USPS and 1 was re-mailed
28 as a result of ILYM Group's skip tracing efforts.

1 10. As of the date of this declaration, no Notice Packets have been deemed
2 undeliverable.

3 11. As of the date of this declaration, ILYM Group has not received any requests for
4 exclusion. The deadline to request exclusion from the Settlement was December 22, 2023.

5 12. As of the date of this declaration, ILYM Group has not received any objections to
6 the Settlement. The deadline to file an objection to the Settlement was December 22, 2023.

7 13. As of the date of this declaration, ILYM Group will report a total of 217
8 Participating Class Members, representing 100% of the 217 Settlement Class Members.

9 14. Participating Class Members will receive a proportional share of the Net Settlement
10 Fund through individual settlement payments, based on the number of pay periods worked by Class
11 Members during the Class Period in which the Class Member received at least one “meal rest
12 premium.” The Net Settlement Fund is the amount remaining after deduction of the Court-approved
13 payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class
14 Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA
15 allocation, e.g.,

Gross Settlement Fund	\$ 250,000.00
Class Counsel Fees	\$ 80,000.00
Class Counsel Litigation Costs	\$ 9,521.88
Individual Claims	\$ 50,000.00
Enhancement Award	\$ 25,000.00
Administration Fees	\$ 10,000.00
LWDA Payment	\$ 9,375.00
Net Settlement Fund (estimated)	\$ 66,103.12
PAGA Allocation	\$ 3,125.00
Class Settlement Awards	\$ 62,978.12

16 15. To determine a Participating Class Member’s individual settlement award payment,
17 the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of
18 the applicable pay periods worked by each Class Member during the Class Period, to the total
19

1 number of applicable pay periods worked by all Class Members during the Class Period. There are
2 217 Participating Class Members who worked 10,734 pay periods during the Class Period. Based
3 on these calculations, the Participating Class Members will receive an estimated average gross
4 payment of \$290.22, with the estimated highest gross payment being \$486.96, and the estimated
5 lowest gross payment being \$5.87.

6 16. Pursuant to the Settlement Agreement, 25% of the PAGA Payment (\$3,125.00) will
7 be allocated to PAGA Group Members regardless of whether he or she opts out of the Class
8 Settlement (“PAGA Group Member Fund”). PAGA Group Members cannot opt out of the PAGA
9 Settlement. The PAGA Group Member Fund is allocated on a *pro rata* basis using the number of
10 pay periods during the PAGA Period in which each PAGA Group Member received a “meal rest
11 premium.” There are 174 PAGA Group Members who worked 3,293 pay periods during the PAGA
12 Period. The *highest* individual PAGA share to a PAGA Group Member is currently estimated to be
13 approximately \$28.60, the *average* individual PAGA share is currently estimated to be
14 approximately \$17.96, and the *lowest* individual PAGA share is currently estimated to be
15 approximately \$0.14.

16 17. ILYM Group’s total fees and costs for services in connection with the administration
17 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
18 costs for completion of the settlement administration, are \$10,000. ILYM Group’s work in
19 connection with this matter will continue with the calculation of the settlement award payments,
20 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
21 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
22 Group to perform.

23 I declare under penalty of perjury under the laws of the State of California and the United
24 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
25 was executed this 10th day of January 2024, at Tustin, California.

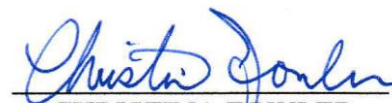
26
27
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CHRISTINA FOWLER

EXHIBIT “A”

NOTICE OF PROPOSED SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Superior Court of the State of California, County of San Diego
Joseph Montague, et al. v. Global Connections to Employment, Inc., et al.
Case No. 37-2022-00004601-CU-OE-CTL

To: Employees who worked at Global Connections to Employment, Inc. at any time between February 3, 2019 and April 1, 2022.

(Please see below for complete definition of “Settlement Employees.”)

I. WHY DID I GET THIS NOTICE?

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or do not act. This Notice explains that a settlement has been reached in the case entitled *Joseph Montague et al. v. Global Connections to Employment, Inc. et al.*, San Diego County Superior Court, Case No. 37-2022-00004601-CU-OE-CTL. This notice is to inform you of the proposed Settlement of the Action. The notice is also intended to describe the Settlement, including how the Settlement monies will be allocated and the Settlement may affect you; and to advise you of your rights and options with respect to the Settlement.

You are receiving this Notice by order of the Court because the records of Global Connections to Employment, Inc. (“GCE”) identify you as either a current or former employee who worked in California during the time period between February 3, 2019 and April 1, 2022. As a result, you are eligible to receive a portion of the settlement amount.

Your rights, your options, Eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A PAYMENT	Under this Settlement, you may be eligible for a Class Settlement Payment, and a PAGA Employee Payment. The amounts of each payment for which you are eligible are indicated below in this Notice. If you wish to participate in this class action settlement and receive the payment(s) for which you are eligible, you do not need to do anything aside from update your personal information to ensure that your settlement check is mailed to the correct address. You will be bound by the terms of the settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 2. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to whichever address is on file, so it is important to update your address.
EXCLUDE YOURSELF FROM SETTLEMENT OF THE CLASS CLAIMS	The only portion of the Settlement that you can opt out of is the settlement of the Class Claims (these claims are further defined below). If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. In order to Opt-Out, you must submit a Request for Exclusion from the Settlement Class before the Settlement Response Deadline by December 22, 2023. See Section 3, below for more details on how to opt-out. If you choose to exclude yourself from the settlement of the Class Claims, you will not receive a Class Settlement Payment. This is the only option that allows you to pursue a separate lawsuit against GCE regarding the Class Claims being released in this case. Even if you choose to opt-out of the Class Claims, you will still receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004.
OBJECT TO THE SETTLEMENT OF THE CLASS CLAIMS	If you wish to object to the settlement of the Class Claims, because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement, or you may appear at the final approval hearing and request to be heard. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. (See Section 4 for more details on how to object.)

BASIC INFORMATION

Why did I get this notice packet?

You received this notice because GCE's records indicate you worked for the company, at any time between February 3, 2019 and April 1, 2022 ("Class Member"). The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Joseph Montague, et al. v. Global Connections to Employment, Inc., et al.*, Case No. 37-2022-00004601-CU-OE-CTL, San Diego County Superior Court (the "Lawsuit" or the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you were employed by GCE in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to explain the lawsuit, the terms of the Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

What is this lawsuit about?

Plaintiffs and Class Representatives, Joseph Montague, Michael Dupont, Curtis Moore, Charisse Tabotabo, Renae Hillock, Unini Odaibo, Michael Lathe, Brent Miller, Giancarlo Vellejo, and Benjamin Tacderas (collectively "Plaintiffs") filed their original complaint against Global Connections to Employment, Inc. ("GCE") on February 3, 2022. Plaintiffs then filed their First Amended Complaint on May 26, 2023. Plaintiffs filed the operative Second Amended Complaint on September 18, 2023, wherein Plaintiffs sought to pursue certain individual claims, as well as claims on behalf of Class Members and other claims on behalf of similarly situated PAGA Employees in a coordinated fashion.

Plaintiffs allege that GCE failed to reimburse the Plaintiffs and other similarly situated employees for business-related expenses and costs, including but not limited to, the required use of their personal cell phones, laptops, and other necessarily incurred work-related business expenses. The Action alleges that GCE required their employees to "split" their personal laptops and cell phones, and download numerous government apps for work related purposes. Plaintiffs allege that GCE failed to provide computers adequate to run these government applications, which therefore required the usage of their personal computers. Plaintiffs further allege that GCE required employees to utilize their home internet connection when working remotely and that these expenses were not reimbursed. Furthermore, Plaintiffs allege GCE required employees to use their personal vehicles to travel between military hospital locations, and allege that such travel was required to complete their job duties. The Action seeks recovery of such unreimbursed work related expenses, statutory and civil penalties, interest, attorneys' fees and costs.

GCE has denied and continues to deny Plaintiffs' factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiffs' claims and that this case has little to no merit. GCE contends that it has complied at all times with the California Labor Code and the applicable Industrial Welfare Commission Wage Orders. By agreeing to settle, GCE is not admitting liability on any of the factual or legal claims alleged in the Lawsuit. Instead, this Settlement reflects a compromise to avoid the risks and expenses of further litigation.

The Court has not ruled on the merits of Plaintiffs' claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, GCE and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm's length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to GCE, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by GCE, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, GCE will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member chooses to opt-out and not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

Why is this a Class Action and PAGA action?

In a class action, one or more people called class representatives (in this case, Montague, Dupont, Moore, Tabotabo, Hillock, Odaibo, Lathe, Miller, Vellejo, and Tacderas) sued GCE on behalf of themselves and other people who they contend have similar claims. The group of people with similar claims is called a “class.” Each person covered by the class definition is a “Class Member.” The settlement of a class action lawsuit resolves the issues for all Class Members, except for those who decide to exclude themselves from the settlement. The Court has approved certification of a class in this Action for settlement purposes only.

Please note that this Settlement also includes payments for PAGA penalties. PAGA refers to California’s Private Attorney General Act of 2004, and it provides a mechanism where a person may bring a representative action against an employer or former employer for recovery of civil penalties on behalf of the State of California and other allegedly affected employees. The PAGA portion of the Settlement is separate from the class settlement proceeds. There is no right to object to or request to be excluded from the PAGA portions of this Settlement.

Who are the Parties in this Action?

The Plaintiffs and Class Representatives in this Action are Joseph Montague, Michael Dupont, Curtis Moore, Charisse Tabotabo, Renae Hillock, Unini Odaibo, Michael Lathe, Brent Miller, Giancarlo Vellejo, and Benjamin Tacderas all of whom worked for GCE during the Class & PAGA Periods as either Training or Electronic Health Specialists in California. Global Connections to Employment, Inc. is the Defendant in this Action. Global Connections to Employment, Inc. is a party to the Settlement Agreement.

Who are the Attorneys for the Plaintiffs?

ATTORNEYS FOR PLAINTIFFS’ AND CLASS MEMBERS
W EMPLOYMENT LAW, APC Jacob N. Whitehead, Esq. 7700 Irvine Center Drive Ste. 930 Irvine, CA 92618 Office: 949-674-4922 Email: jacob@wemploymentlaw.com

Section 1.

THE TERMS OF THE SETTLEMENT

A. What is the Settlement amount and how will the Individual Settlement Payment be calculated?

Without admitting to any wrongdoing, GCE has agreed to pay a gross settlement amount of \$250,000.00 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount”), exclusive of GCE’s obligation to pay its share of employer-side payroll taxes. The Gross Settlement Amount includes all amounts to be paid pursuant to the Settlement, including attorneys’ fees for the work performed by Plaintiffs’ counsel for Plaintiffs and Class Members, plus reimbursement of Plaintiffs’ litigation costs incurred in prosecuting the Action, the Class Representative Service Award for their service to the Class Members, Settlement Administration Costs to a third party administrator that will oversee settlement administration, Settlement of Plaintiffs’ individual claims, Class Settlement Payments to participating Class Members, PAGA Employee Payments to eligible Class Members, and a payment to the California Labor & Workforce Development Agency (“LWDA”) of its share of PAGA penalties paid pursuant to the Settlement Agreement. No portion of the Gross Settlement Amount will be returned to GCE under any circumstances. The “Net Settlement Amount” means the Gross Settlement Amount, less Plaintiffs’ individual settlement recovery, attorneys’ fees and costs, Plaintiffs’ Service Enhancement awards, the PAGA Payment, and Settlement Administration Costs. The exact amount of the payments for attorneys’ fees, litigation costs, Plaintiffs’ Service Enhancement, the PAGA Payment, and Settlement Administration Costs will be determined by the Court at a Final Approval Hearing. Employer-side taxes on the Class Settlement Payments will be paid by GCE separately.

Settlement Administration Costs. The Court has approved ILYM GROUP to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, approximately \$10,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs for administration of this Settlement, including provision of this Notice Packet, distributing and tracking the Gross Settlement Amounts as well as other reporting and performing other remittance obligations related to the Settlement.

Service Enhancement Awards to the Plaintiffs/Class Representatives. In addition to their individual settlement payments, Class Counsel will ask the Court to award the Plaintiffs a Service Enhancement Award for their extra work and service as Class Representatives on behalf of the Class Members and in exchange for a general release of claims in the amount not to exceed Two

Thousand, Five Hundred Dollars (\$2,500.00) each. The Class Representatives will also receive their individual share of the Settlement as Class Members based on the number of pay periods each respectively worked for GCE during the Class Period.

Attorneys' Fees and Costs. Class Counsel has been prosecuting this Lawsuit on behalf of the 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. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Counsel will ask for fees in an amount not to exceed forty (40%) of the Class and PAGA Settlement (i.e., not to exceed 40% of \$200,000), plus reasonable litigation costs and expenses. Should the Court award a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to participating Class Members.

The Net Settlement Amount includes funding for the following types of possible payments to Class Members (each of which is more fully defined in the sections that follow):

(1) **"PAGA Payment,"** the gross amount of \$12,500 which the parties have allocated to PAGA Employees and the State of California's claim for PAGA penalties for alleged Labor Code violations, of which 75% (i.e., \$9,375) shall be paid to the California Labor Workforce Development Agency (the "LWDA PAGA Penalty Amount"), and the remaining 25% (i.e., \$3,125) shall be paid to eligible Class Members using a formula described below (the "PAGA Employee Payment"); and

(2) **"Class Settlement Payments,"** the amount remaining of the Gross Settlement Amount after the deduction of attorneys' fees and costs, Plaintiff's Individual Claims Settlement (\$50,000), Plaintiffs' Service Enhancement, Settlement Administration Costs, and the PAGA Payment, which shall be distributed entirely to Settlement Class Members, i.e., Class Members who do not exclude themselves from the settlement of the Class Claims, on a *pro rata* basis using the formula described below, and from which appropriate taxes will be deducted as described below.

PAGA Payment:

The PAGA Payment of \$12,500.00 will be apportioned between the State of California's Labor Workforce Development Agency and PAGA Employees who will receive their share of the PAGA payment regardless whether they exclude themselves from the settlement of the Class Claims.

PAGA Employees will receive their share of the PAGA Payment based on the number of pay periods that they worked during the statutory time period of February 3, 2021, through April 1, 2022 (the "PAGA Period"). The Settlement Administrator will calculate the number of pay periods each individual PAGA Employee worked during the PAGA Period based on data that is provided by GCE from its payroll and personnel records. The PAGA Employee Payment will be allocated for tax purposes as 100% miscellaneous income, for which the Settlement Administrator will issue an IRS Form 1099 in accordance with applicable law.

Class Settlement Payment:

The amount remaining of the Gross Settlement Amount after the deduction of attorneys' fees and costs, Plaintiff's Individual Settlements, Plaintiffs' Service Enhancement Awards, Settlement Administration Costs, and the PAGA Payment, shall be distributed entirely to Participating Class Members, i.e., Class Members who do not choose to opt-out and exclude themselves from the settlement of the Class Claims.

Class Settlement Payments will be based on the number of pay periods each Participating Class Member worked during the period from February 3, 2019 through April 1, 2022 (the "Class Period"). The dollars per compensable pay period will be calculated by dividing the total pay periods worked by Settlement Class Members into the Net Settlement Amount to determine a Per Pay Period value ("Pay Period Value"). The Pay Period Value will be multiplied by the number of pay periods worked by each Participating Class Member during the Class Period to determine the distribution, prior to legal deductions for each Participating Class Member. If there are any timely submitted Requests for Exclusion, the Claim Administrator shall proportionately increase the individual settlement amounts for each Participating Class Member so that the amount actually distributed to the Participating Class Members equals 100 percent of the Net Settlement Amount. The Settlement Administrator will calculate the number of pay periods each Participating Class Member worked during the Class Period based on data provided by GCE from its payroll and personnel records. The Class Settlement Payment will be allocated for tax purposes as follows: (a) 0% as wages and (b) 100% as interest and penalties from which no taxes will be withheld.

Uncashed Checks:

All checks issued to Settlement Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. In the event a check representing funds for a Class Settlement Payment and/or PAGA Employee Payment has not been

cash within one hundred and eighty (180) days, the Settlement Administrator shall transmit such funds to the State Controller's Office under the Unclaimed Property Law Statutes.

Section 2

HOW TO RECEIVE A PAYMENT

A. How do I receive my payment(s)?

The Settlement Administrator will issue you a check for your Class Settlement Payment and PAGA Employee Payment, as applicable.

You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this notice is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your payment will be mailed to the last known address it has on file for you.**

Settlement Employees receiving any payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

A Settlement Payment Information Sheet is enclosed with this Notice. The Settlement Payment Information Sheet sets forth your estimated Class Settlement Payment based on the number of pay periods you worked as an employee of GCE's during the Class Period.

If you wish to dispute the number of pay periods indicated on your Settlement Payment Information Sheet, you must submit a dispute in writing to the Settlement Administrator following the procedure explained in the Settlement Payment Information Sheet.

B. What rights am I giving up under the Settlement?

As described above, you may ask to be excluded from participating in the settlement of the Class Claims. If you do not exclude yourself, you will automatically become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against GCE for any claims that were brought, or that could have been brought, based on the facts alleged in the Action. Specifically, you will be giving up or "releasing" the Released Class Claims described below.

Release of Class Claims. After the Court has approved the Settlement, each Participating Class Members will be bound by the approval and judgment and will thereby release Global Connections to Employment, Inc. and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns, and their past, present, and future officers, directors, shareholders, partners, agents, owners, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns of any of the foregoing ("Released Parties") from: any and all claims, charges, complaints, liens, demands, obligations, damages and liabilities, causes of action, whether known or unknown, that accrued up to the end of the Class Period and that have been or could have been asserted in the instant Action based on the allegations in the operative Complaint and LWDA Notice in this Action, including but not limited to, state and federal wage and hour laws based on the allegations, any violation of the California Labor Code, Industrial Welfare Commission Orders, and all applicable laws for Failure to Reimburse for Work-Related Expenses, Failure to Pay Wages Due Upon Separation; any derivative claims based on such alleged violations, including those under the Business and Professions Code § 17200, *et seq.*, Fair Labor Standards Act ("FLSA") or any applicable California Industrial Welfare Commission Wage Order;; and any other derivative claims under California law including claims for related premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief (the "Released Class Claims").

The period of the Release of the Class Claims shall extend to the limits of the Class Period. The judgment entered as a result of this settlement shall have res judicata effect to the fullest extent allowed by law. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiffs or Participating Class Members may discover new facts or legal theories or legal arguments not alleged in the operative complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims.

Release of PAGA Claims. Also upon the approval of the Settlement, entry of Judgment and GCE's funding of the Settlement Amount, the Settlement Agreement will bind the LWDA, Plaintiffs and all Aggrieved Employees and will bar them from bringing PAGA claims against GCE and the Released Parties based on the facts asserted in this Action and in Plaintiffs' notice letters to the LWDA (including any Amendments thereto) including all PAGA claims seeking civil penalties, pursuant to the Private Attorneys General Act, Labor Code § 2698 *et seq.*, for Failure to Reimburse for Work-Related Expenses in violation of Labor Code Section 2802 and any other claims or causes of action that are based on, derivative of, or relate to Failure to

Reimburse Work-Related Expenses, including but not limited to any claims relating to Failure to Pay Wages Due Upon Termination or Separation of Employment (the “PAGA Claim”). The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The judgment entered as a result of this settlement shall have res judicata effect to the fullest extent allowed by law. The definition of Released PAGA Claims shall not be limited in any way by the possibility that Aggrieved Employees may discover new facts, legal theories or legal arguments not alleged in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released PAGA Claims.

Section 3.

EXCLUDING YOURSELF FROM THE SETTLEMENT OF THE CLASS CLAIMS

A. What Options Do I Have?

Do Nothing and Participate in the Settlement. Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Pay Periods Worded as described in this Notice packet, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by GCE, who will not take any adverse employment action against you based on your participation in the Settlement.

Exclude Yourself from the Class Claims in the Settlement. If you do not wish to participate in the settlement of the Class Claims for whatever reason, you should exclude yourself from the settlement of the Class Claims (that is, opt out of the settlement of the Class Claims). To exclude yourself from the settlement of the Class Claims, you must provide a signed and dated Request for Exclusion to the Settlement Administrator at the address below. A form Request for Exclusion that you can fill out is enclosed with this Notice.

Alternatively, you may elect not to use the form and send a letter to the Settlement Administrator that must state in substance:

“I WISH TO OPT OUT OF THE SETTLEMENT OF THE CLASS CLAIMS IN THE LAWSUIT ENTITLED *JOSEPH MONTAGUE, ET AL. V. GLOBAL CONNECTIONS TO EMPLOYMENT, INC.*, CASE NO. 37-2022-00004601-CU-OE-CTL PENDING BEFORE THE SAN DIEGO COUNTY SUPERIOR COURT. I UNDERSTAND THAT BY REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT, I WILL RECEIVE NO MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS AS DESCRIBED IN THIS NOTICE.”

The opt out request letter must be signed, and include the case name, case number, your full name, current address, and last four digits of your social security number, and must be postmarked or fax stamped and returned to the Settlement Administrator at the following address on or before December 22, 2023 (*forty-five (45) calendar days from notice mailing or fifteen (15) calendar days for re-mailed notices*) or faxed to the following number: (888) 845-6185. Requests postmarked or fax stamped after this date may be disregarded.

GCE Class Action
Settlement Administrator
c/o ILYM GROUP, Inc.
P. O. Box 2031
Tustin, CA 92781

B. If I exclude myself, can I get money from this Settlement?

If you exclude yourself from the settlement of the Class Claims, you will no longer be eligible to receive a Class Settlement Payment. However, you may still be eligible for a PAGA Employee Payment.

C. If I do not exclude myself, can I sue GCE for the same thing later?

No. Unless you exclude yourself, you give up any right to sue GCE for the Class Claims that this Settlement resolves, for the period from February 3, 2019 through April 1, 2022. Remember, the Response Deadline is December 22, 2023 (*forty-five (45) calendar days from notice mailing or fifteen (15) calendar days for re-mailed notices*).

However, even if you exclude yourself from the settlement of the Class Claims, you will still be bound by the settlement of the PAGA Claims.

Section 4

OBJECTING TO THE SETTLEMENT OF THE CLASS CLAIMS

How do I object to the settlement of the Class Claims?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness and fairness of the settlement, Class Counsel's request for attorneys' fees and litigation costs, and the requested Service Enhancement Awards for the Representative Plaintiffs'.

You have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection, stating your full name, address, telephone number, dates of employment with GCE (as well as the name and address of your attorneys(s) if you are represented, and each specific fact in support of your objection. You must also include any documentation or evidence in support of the objection, if any. To object, you may send a letter, which you sign, saying that you object to the settlement of the Class Claims in *Joseph Montague, et al. v. Global Connections To Solutions, Inc.*, Case No. 3:22-cv-00342-MMA-NLS. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security number. Objections that do not include all required information or that are not submitted timely, may not be considered by the Court. **Note. You need not object to the Settlement if you only dispute the number of pay periods you worked.**

Mail the objection to the address listed below postmarked or faxed to GCE Class Action Settlement Administrator on or before December 22, 2023, (*within forty-five (45) calendar days of mailing or fifteen (15) calendar days for re-mailed notices*).

By Mail To:

GCE Class Action, Settlement Administrator
c/o ILYM Group, Inc.
P. O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Email: claims@ilymgroup.com

By Fax To:

Toll Free: (888) 845-6185

If you do not submit a written objection, you may also object to the settlement of the Class Claims by appearing at the final approval hearing. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening and filing a motion to vacate the judgment before entry of judgment.

What's the difference between objecting and excluding?

Objecting to the settlement of the Class Claims is simply telling the Court that you do not like something about the settlement of the Class Claims. If you object, you will remain a Participating Class Member. Excluding yourself from the Settlement of the Class Claims is telling the Court that you do not want to be a Participating Class Member. If you exclude yourself from the settlement of the Class Claims, you have no basis to object because the Settlement no longer affects you.

Section 5

THE COURT'S FINAL APPROVAL HEARING

When and where will the Court decide whether to approve the settlement?

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable, but the final determination by the Court will be made at the Final Approval Settlement Hearing. The Court will hold a Final Approval Hearing in in Department C-60 of the San Diego Superior Court, Hall of Justice, located at 330 W. Broadway, San Diego, CA, 92101 on February 9, 2024, at 9:00 a.m. At this hearing, the Court will determine whether the

Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Service Award, and the Settlement Administration Expenses. The Court may reschedule the Final Approval Hearing without further notice to Class Members.

Do I have to come to the hearing?

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

You are welcome to come at your own expense and the Court may grant you permission to speak if you have not elected to opt out of the Class Settlement, but have an objection. You may also hire and pay your own lawyer to attend if you so desire.

Section 6

GETTING MORE INFORMATION

Whom may I contact if I have questions about the Settlement?

You may contact the Court-appointed Settlement Administrator, ILYM Group, Inc. by calling toll free 1-888-250-6810 or you can write to the Settlement Administrator, at the address shown in Section 3 above, or you can visit the settlement website . You may also view any papers filed in the Action on file with the Clerk of the Court. The pleadings and all other records from this litigation may be examined by inspecting the Court file at located at San Diego County Superior Court – Hall of Justice, 330 W. Broadway, San Diego, CA, 92101, which is open from Monday through Friday during its regular business hours from 8:30 a.m. to 4:30 p.m. Other specific questions addressed by viewing the court's website at www.sdcourt.ca.gov/sdcourt/civil2/civilfaqs.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, GCE, OR ITS MANAGERS OR SUPERVISORS.

SETTLEMENT PAYMENT INFORMATION SHEET

Joseph Montague, et al. v. Global Connections To Solutions, Inc.

Case No. 37-2022-00004601-CU-OE-CTL, filed in the Superior Court of the State of California, County of San Diego

Calculation of Individual Class Settlement Payments: Each Settlement Class Member will receive a share of the Net Settlement Amount based on the number of pay periods that he or she worked as an exempt and/or non-exempt, hourly and/or salary, full-time and/or part-time employee of Global Connections to Employment, Inc. in California in, at any time during the Class Period (February 3, 2019 through April 1, 2022). Individual Class Settlement Payments will be calculated as follows:

GCE will provide the Settlement Administrator with Settlement Employee Data reflecting each Settlement Class Member's pay periods. The Settlement Administrator calculate the total number of pay periods worked by all Participating Class Members ("Total Pay Periods"). The Settlement Administrator will then divide each Settlement Class Member's Pay Periods by the Total Pay Periods, resulting in a percentage share ("Percentage Share") for each Settlement Class Member. The Settlement Administrator will then multiply each Settlement Class Member's Percentage Share by the Net Settlement Amount to obtain the estimated amount of each Class Member's Class Settlement Payment. This same percentage will also determine the pro rata share of the PAGA Employee Payment to the PAGA Employees.

Your Pay Periods and Estimated Class Settlement Payment:

According to Defendant's records, you worked **MERGED_ClassPP** pay periods during the Class Period.

Based on your number of pay periods, **your estimated Class Settlement Payment is \$MERGED_EstClassAmnt_CALC.** Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above. You will also receive a pro-rata share of the PAGA portion of the Settlement if you worked as an exempt and/or non-exempt, hourly and/or salary, full-time and/or part-time employee of GCE in California, at any time during the PAGA Period (February 3, 2021 to April 1, 2022), reflecting your share of the \$3,125 in penalties distributed to the PAGA Employees.

According to Defendant's records, your estimated number of pay periods as an exempt and/or non-exempt, hourly and/or salary, full-time and/or part-time employee of GCE in California, at any time during the PAGA Period is **MERGED_PAGAPP** and your estimated pro-rata share of the PAGA portion of the Settlement is **\$MERGED_EstPAGAAmnt_CALC.**

Procedure for Disputing Information: If you wish to dispute the number of pay periods attributed to you, as listed above, you must submit a dispute in writing to the Settlement Administrator, which dispute must: (a) state your name, address, telephone number, and the last four digits of your Social Security number; (b) be signed by you; (c) state the information you are challenging; (d) state your belief as to your correct date(s) of employment and number of workweeks or pay periods worked as a GCE employee in California during the Class Period; (e) explain why you believe GCE's records are mistaken and attach any documents or evidence in support of your contentions; and (f) be postmarked, faxed, or e-mailed to the Settlement Administrator no later than December 22, 2023:

GCE Class Action Settlement Administrator
P.O. Box 2031
Tustin, CA 92781
Email: claims@ilymgroup.com
Telephone: 1- (888) 250-6810
Fax: 1- (888) 845-6185

PLEASE DO NOT CALL THE CLERK OF THE COURT FOR INFORMATION.

You may write to the Settlement Administrator with the above information or use the Dispute Form enclosed with this notice. If you elect to fill out the Dispute Form, you must return it no later than December 22, 2023 and follow the procedure described above. You must also send any documents or other information that you contend supports your contentions with the Dispute Form.

The Settlement Administrator will evaluate the evidence submitted by you and will, after review, make the determination and decision as to the number of pay periods that should be applied and/or the Class Settlement Payment to which you may be entitled. Any such determinations made by the Settlement Administrator concerning a proper and timely submitted dispute regarding the number of pay periods and/or dispute related to the estimated class settlement payment shall be subject to the final review and approval of the Court.

ELIGIBLE PAY PERIOD DISPUTE FORM

Joseph Montague, et al. v. Global Connections To Employment, Inc.,
San Diego County Superior Court
CASE NO. 37-2022-00004601-CU-OE-CTL

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF PAY PERIODS OR YOUR EMPLOYMENT STATUS SPECIFIED ABOVE, YOU DO NOT NEED TO TAKE ANY ACTION WITH THIS FORM

Name: _____

Address: _____

SSN: _____

Disputed Information:

Correct Date(s) of Employment/Pay Periods: _____

Explanation: _____

REQUEST FOR EXCLUSION FORM/OPT-OUT FORM

If you want to remain a member of the class, you should not fill-in this form and are not required to do anything at this time. This form is only used if you want to exclude yourself from this case.

If you want to opt-out of the class, you must fill-in this Exclusion Request form and return it to ILYM Group (Settlement Administrator), P.O. Box 2031 Tustin, CA 92781 by mail postmarked no later than December 22, 2023.

If you exclude yourself from the class: (1) You will not share in any recovery that might be paid to Settlement Members as a result of any settlement of this lawsuit. (2) You will not be bound by any decision in this lawsuit. (3) You may pursue any claims you have against Global Connections to Employment, Inc. by filing your own lawsuit.

If you have any questions regarding this case, please call class counsel at 949-674-4922 or write to GCE- Class Action Attorney for more information to be provided to you. Class Action Attorney's address is 7700 Irvine Center Drive, Suite 930, Irvine, CA 92618. PLEASE DO NOT CALL THE CLERK OF COURT FOR INFORMATION.

I hereby certify that I believe myself to be a member of the class. Further, I want to exclude myself from this lawsuit.

Please print legibly:

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Last 4 Digits of SSN: _____

Case Name: *Montague et al. v. Global Connections To Employment, Inc.* Case No. 37-2022-00004601-CU-OE-CTL

Signature of Class Member: _____

OBJECTION FORM

If you object to this settlement, and you wish the Court to consider your written objection at the Final Approval Settlement Hearing, YOU MUST FILL IN THIS FORM. The form is only used if you want to remain a Settlement Class Member, but you object to the proposed settlement or any of its terms.

If you want to object to the settlement in writing, you must fill in this Object From and return it to ILYM Group (Settlement Administrator), P.O. Box 2031 Tustin, CA 92781 by mail postmarked no later than December 22, 2023.

If you object to the settlement, you will still remain a Settlement Class Member and you will share in any recovery that might be paid to Settlement Members as a result of any settlement of this lawsuit. You will be bound by any decision in this lawsuit and you may not pursue any claims you have against Global Connections To Employment, Inc. by filing your own lawsuit.

If you have any questions regarding this case, please call class counsel at (949) 674-4922, or write to Class Counsel for more information to be provided to you. Class Action Attorneys address is W Employment Law, APC 7700 Irvine Center Drive, Suite 930, Irvine, CA 92618. PLEASE DO NOT CALL THE CLERK OF THE COURT FOR INFORMATION.

I hereby certify that I believe myself to be a member of the class. Further, I want to object to the proposed settlement.

Please print legibly:

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Last 4 Digits of SSN: _____

Case Name: *Montague et al. v. Global Connections To Employment, Inc.*. Case No. 37-2022-00004601-CU-OE-CTL

Reason(s) for Objection: _____

Signature of Class Member: _____

Montague, et al. v. Global Connections to Employment, Inc., et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>

EXHIBIT C

1 **W EMPLOYMENT LAW**

2 Jacob N. Whitehead, Esq. SBN 266123

3 *jacob@wemploymentlaw.com*

4 7700 Irvine Center Drive, Suite 800

5 Irvine, CA 92618

6 Tel. (949) 674-4922

7 Attorneys for Plaintiffs, JOSEPH MONTAGUE, MICHAEL DUPONT, CURTIS MOORE,
8 CHARISSEE TABOTABO, RENAE HILLOCK, UNINI ODAIBO, MICHAEL LATHE, BRENT
9 MILLER, GIANCARLO VELLEJO, and BENJAMIN TACDERAS

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 JOSEPH MONTAGUE, an individual, MICHAEL
13 DUPONT, an individual, CURTIS MOORE, an
14 individual, CHARISSEE TABOTABO, an
15 individual, RENAE HILLOCK, an individual,
16 UNINI ODAIBO, an individual, MICHAEL
17 LATHE, an individual, BRENT MILLER, an
18 individual, GIANCARLO VELLEJO, an
19 individual, and BENJAMIN TACDERAS, an
20 individual,

21 Plaintiff,

22 v.

23 GLOBAL CONNECTIONS TO
24 EMPLOYMENT, INC., a Florida corporation,
25 and DOES 1-50, inclusive,

26 Defendants.

Case No.: 37-2022-00004601-CU-OE-CTL

*Assigned for all purposes to
Hon. Matthew C. Braner*

PROOF OF SERVICE

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: C-60

Filed: February 3, 2022

Trial Date: None Set

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SAN DIEGO
CASE NO. 37-2022-00004601-CU-OE-CTL
(LWDA-CM-833384-21)

I am employed in the aforesaid county, State of California. I am over the age of 18 years and not a party to the within action. My business address is **7700 Irvine Center Drive, Suite 800, Irvine, CA 92618**. On January 22, 2024, I served the following documents:

- 1.) Notice of Motion And Motion For Final Approval of Class and PAGA Settlement;**
- 2.) Declaration of Jacob N. Whitehead In Support of Motion For Final Approval;**
- 3.) Declaration of Plaintiff, Benjamin Tacderas In Support of Motion For Final Approval;**
- 4.) Declaration of Plaintiff, Brent Miller In Support of Motion For Final Approval;**
- 5.) Declaration of Plaintiff, Charisse (Allen) Tabotabo In Support of Motion For Final Approval;**
- 6.) Declaration of Plaintiff Curtis Moore In Support of Motion For Final Approval;**
- 7.) Declaration of Giancarlo Vallejo In Support of Motion For Final Approval;**
- 8.) Declaration of Plaintiff Joseph Montague In Support of Motion For Final Approval;**
- 9.) Declaration of Plaintiff, Michael Dupont In Support of Motion For Final Approval;**
- 10.) Declaration of Plaintiff, Michael Lathe In Support of Motion For Final Approval;**
- 11.) Declaration of Plaintiff Renae Hillock In Support of Motion For Final Approval;**
- 12.) Declaration of Plaintiff, Unini Odaibo In Support of Motion For Final Approval;**
- 13.) (Proposed) Order Granting Motion for Final Approval**

on the interested parties in this action, addressed as follows:

(PLEASE SEE ATTACHED SERVICE LIST)

☐ **(BY CERTIFIED MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY MAIL):** I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Irvine, California, in the ordinary course of business.

☐ **(BY FACSIMILE):** On the below date, I transmitted the foregoing document(s) by facsimile sending number. Pursuant to rule 2009(i)(4), I caused the machine to print a transmission record of the transmission.

PROOF OF SERVICE

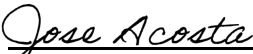
1 ☐ **(BY PERSONAL SERVICE):** I delivered such envelope by hand to the offices of the
addressee. Executed on the below date, at Irvine, California.

2 ☒ **(BY ELECTRONIC MAIL) :** On the below date and time, I electronically served the
3 foregoing document(s) to the electronic service addresses on the attached service list pursuant to
California Rules of Court 2.251(g) and I did not receive a delivery notice failure.

4 ☒ **(STATE)**

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. I declare that I am employed in the office of a member of the bar of this court at whose
direction the service was made.

7 Executed on January 22, 2024 at Irvine, California.

8 
9 Jose Acosta, Declarant

SERVICE LIST

San Diego County Superior Court Case No. 37-2022-00004601-CU-OE-CTL
LWDA-CM-833384-21

<u>Via Electronic Service</u> Daniel Chammas, Esq. Min K. Kim, Esq. Ford & Harrison LLP 350 South Grand Avenue, Suite 2300 Los Angeles, CA 90071 Email: dchammas@fordharrison.com Mkim@fordharrison.com	<i>Counsel for Defendants, Global Connection to Employment, Inc.</i>
<u>Via On Line Electronic Service</u> California Labor & Workforce Development Agency <u>https://www.dir.ca.gov/Private-Attorneys- General-Act/Private-Attorneys-General- Act.html</u>	<i>State of California, Department of Industrial Relations – Labor Workforce & Development Agency</i>