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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MAHO LAZO, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PROTERRA OPERATING COMPANY, INC.,
a corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV30663

Assigned for All Purposes to:
Honorable Yvette M. Palazuelos
Department 9

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

[Notice of Motion and Motion for Preliminary
Approval; Declarations of Proposed Class
Representatives (Maho Lazo, Stephanie
Bitetti, Amar Khatib, Kathy Thai, Michele
Thorne, and Anthony Diaz); Declaration of
Justin F. Marquez; Declaration of Erik
Christensen; Declaration of Julie Green;
Declaration of Joan Graff; and [Proposed]
Order filed concurrently herewith]

Hearing Date: October 5, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 9

Complaint Filed: August 19, 2021
FAC Filed: March 22, 2023
Trial Date: None Set

1 JUSTIN F. MARQUEZ (SBN 262417)
2 BENJAMIN H. HABER (SBN 315664)
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9 *Attorneys for Plaintiffs Maho Lazo and Stephanie Bitetti*
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DECLARATION OF DOUGLAS HAN

I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of California. I am the founding member of Justice Law Corporation. I am the attorney of record for Plaintiffs Amar Khatib, Kathy Thai, Michele Thorne, and Anthony Diaz (“Plaintiff Khatib,” “Plaintiff Thai,” “Plaintiff Thorne,” and “Plaintiff Diaz”) and the Class in the instant action. Wilshire Law Firm is the attorney of record for Plaintiffs Maho Lazo and Stephanie Bitetti (“Plaintiff Lazo” and “Plaintiff Bitetti”) (collectively, known as “Plaintiffs”) and the Class in the instant action. Justice Law Corporation and Wilshire Law Firm will be referred to as “Class Counsel.” I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. In May 2004, I graduated from Pepperdine University School of Law with a Juris Doctor degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a minor in English from University of Houston.

3. From January 2004 to May 2004, I served as a Judicial Extern to Honorable Lourdes G. Baird of the United States District Court for the Central District of California.

4. Since its inception, our firm has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, unfair business practices or consumer fraud. Our firm has successfully litigated to conclusion over three hundred (300) wage-and-hour class or representative actions. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in both state and federal courts in California. During this time, in association with other law firms, we have obtained millions of dollars on behalf of thousands of individuals in California.

5. Attached hereto as **Exhibit 1** is true and correct copy of a spreadsheet listing matters in which Justice Law Corporation was appointed as Class Counsel and/or obtained approval of class action or representative settlements.

6. Shunt Tatavos-Gharajeh is an Of Counsel at my office. Shunt received his undergraduate degree from University of California, Los Angeles and earned a Juris Doctor degree from Southwestern University School of Law. Shunt was admitted to practice in California in

2010. Shunt is admitted to practice in the Courts of California. The focus of Shunt’s practice is class action wage-and-hour law. Shunt has worked on multiple class action cases and representative actions that have been granted final approval, including *Keles, et al. v. The Art of Shaving – FL, LLC* Alameda County Superior Court, Case No. RG13687151; *Esters et al v. HDB LTD. Limited Partnership* Kern County Superior Court, Case No. S-1500-CV-279879 DRL; *Bridgette Guzman, et al. v. International City Mortgage, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson et al. v. Lentz Construction General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-279853 LHB; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No. BC506988; *Porras et al. v. DBI Beverage, Inc. et al.*, Santa Clara County Superior Court, Case No. 1-14-CV-266154; *Hartzell et al. v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court, Case No. S-1500-CV-283011; *Navarro-Salas et al. v. Markstein Beverage Co. et al.*, Sacramento County Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *David White, et al. v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Evelyn Antoine, et al. v. Riverstone Residential CA, Inc., et al.*, Sacramento County Superior Court, Case No. 34-2013-00155974; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284498 SPC; *Amaya v. Certified Payment Processing et al.*, Sacramento County Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron et al v. Hydro Resources-West, Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre et al. v. Acuity Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v. Wood Group PSN, Inc.*, Case No. BCV-16-101078 Kern County Superior Court, Case No. BCV-16-101078-DRL; *Gonzalez et al v. Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian et al. v. Williston Financial Group, LLC*, Ventura County Superior Court, Case No. 56-2016-004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior

1 Court, Case No. BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County
2 Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern
3 County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC et*
4 *al.*, Kern County Superior Court, Case No. S-1500-CV-282709; *Marketstar Wage and Hour*
5 *Cases*, Alameda County Superior Court, Case No. JCCP004820; *Rodriguez et al. v. Delta Sierra*
6 *Beverage, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206727; *Stuck v. Jerry*
7 *Melton & Sons Construction, Inc.*, Kern County Superior Court, Case No. BCV-16-101516;
8 *Blevins v. California Commercial Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571;
9 *Cisneros et al v. Wilbur-Ellis Company, LLC*, Kern County Superior Court, Case No. BCV-17-
10 102836; and *Castro et al. v. General Production Service of California, Inc.*, Kern County Superior
11 Court, Case No. BCV-15-101164. Shunt was also certified as class counsel in *Fulmer et al. v.*
12 *Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-1500-CV-279707; *Manas*
13 *et al. v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case No. BC546330; and
14 *Nuncio et al. v. MMI Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282534,
15 cases that were certified after a contested class certification. Shunt is handling several class
16 actions pending in California.

17 7. At the time of this declaration, the number of Class Members is estimated
18 to be three hundred forty-four (344), which was confirmed by Defendants Proterra, Inc. and
19 Proterra Operating Company, Inc. (“Defendants”).

20 8. This case involves all persons who worked for Defendants in California as
21 hourly paid or non-exempt employees during the period from April 3, 2017 to December 19, 2022
22 (“Class,” “Class Members,” and “Class Period”).

23 9. On May 11, 2021, Plaintiff Bitetti, represented by Wilshire Law Firm,
24 provided written notice to the California Labor and Workforce Development Agency (“LWDA”)
25 and Defendants. On August 11, 2021, Plaintiff Bitetti filed a representative Private Attorneys
26 General Action of 2004 (“PAGA”) action in the Superior Court of California, County of Los
27 Angeles (Case No. 21STCV29732).

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1 10. On August 12, 2021, Plaintiff Lazo, represented by Wilshire Law Firm, also
2 provided written notice to the LWDA and Defendants. On August 19, 2021, Plaintiff Lazo filed a
3 wage-and-hour class action lawsuit in the Superior Court of California, County of Los Angeles
4 (Case No. 21STCV30663). The lawsuit alleged violation of: (a) Labor Code sections 204, 1194,
5 1194.2, 1197 (failure to pay minimum and straight time wages); (b) Labor Code sections 1194 and
6 1198 (failure to pay overtime wages); (c) Labor Code sections 226.7 and 512 (failure to provide
7 meal periods); (d) Labor Code section 226.7 (failure to authorize and permit rest periods); (e)
8 Labor Code sections 201-203 (failure to timely pay final wages at termination); (f) Labor Code
9 section 226 (failure to provide accurate itemized wage statements); (g) Labor Code sections 2800
10 and 2802 (failure to indemnify for necessary business expenses); and (h) Business & Professions
11 Code sections 17200, *et seq.*

12 11. On September 30, 2021, Plaintiff Khatib, represented by Justice Law
13 Corporation, filed a wage-and-hour class action lawsuit in the Superior Court of California, County
14 of Humboldt, that was later transferred to San Mateo County (Case No. 22-CIV-01447). The
15 lawsuit alleged violation of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor
16 Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7
17 (unpaid rest period premiums); (d) Labor Code section 1194 and 1197 (unpaid minimum wages);
18 (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a)
19 (noncompliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business
20 expenses); and (h) Business & Professions Code section 17200, *et seq.*

21 12. On October 1, 2021, Plaintiff Diaz, represented by Justice Law Corporation,
22 provided written notice to the LWDA and Defendants.¹

23 13. On October 12, 2021, Plaintiff Thorne, represented by Justice Law
24 Corporation, provided written notice to the LWDA and Defendants.²

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26 ¹ Attached hereto as **Exhibit 3** is a true and correct copy of the email confirmation
27 evidencing the submission of Plaintiff Diaz's notice letter to the LWDA.

28 ² Attached hereto as **Exhibit 4** is a true and correct copy of the email confirmation
evidencing the submission of Plaintiff Thorne's notice letter to the LWDA.

1 14. On October 20, 2021, Plaintiff Thai, represented by Justice Law
2 Corporation, provided written notice to the LWDA and Defendants.³

3 15. After engaging in extensive discovery, investigations, and negotiations, the
4 Parties attended mediation with the mediator Mark S. Rudy on October 20, 2022. Under the
5 auspices of the mediator, the Parties negotiated a global settlement.

6 16. In line with the settlement, on March 22, 2023, Plaintiff Lazo filed a First
7 Amended Complaint in the Superior Court of California, County of Los Angeles. The First
8 Amended Complaint added Plaintiff Bitetti, Plaintiff Khatib, Plaintiff Thai, Plaintiff Thorne, and
9 Plaintiff Diaz as additional named plaintiffs and added the following cause of action: violation of
10 Labor Code section 2698, *et seq.* (PAGA).^{4 5 6}

11 17. Defendants generally and specifically deny any and all liability or
12 wrongdoing of any sort regarding any of the claims alleged, make no concessions or admissions
13 of liability, and contend that for any purpose other than settlement, the matter is not appropriate
14 for class or representative treatment. Defendants asserts several defenses to the claims and have
15 denied any wrongdoing or liability arising out of any of the alleged facts or conduct in this case.

16 18. After initiating this lawsuit, the Parties engaged in extensive discovery.
17 Plaintiffs propounded form interrogatories, special interrogatories, requests for admission, and
18 requests for production of documents. Defendants responded to the formal discovery requests.
19 Thereafter, the Parties met and conferred and agreed to engage in an informal exchange of
20 information and then eventually attended mediation.

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23 ³ Attached hereto as **Exhibit 5** is a true and correct copy of the email confirmation
24 evidencing the submission of Plaintiff Thai's notice letter to the LWDA.

25 ⁴ Attached hereto as **Exhibit 6** is a true and correct copy of the email confirmation
26 evidencing the submission of Plaintiff Diaz's complaint to the LWDA.

27 ⁵ Attached hereto as **Exhibit 7** is a true and correct copy of the email confirmation
28 evidencing the submission of Plaintiff Thorne's complaint to the LWDA.

⁶ Attached hereto as **Exhibit 8** is a true and correct copy of the email confirmation
evidencing the submission of Plaintiff Thai's complaint to the LWDA.

1 19. Prior to the mediation, Defendants produced several documents relating to
2 their policies, practices, and procedures regarding reimbursement of business expenses, paying
3 hourly-paid and non-exempt employees for all hours worked, meal and rest period policies, and
4 payroll and operational policies. As part of Defendants' production, Plaintiffs also reviewed time
5 records, pay records, and information relating to the size and scope of the Class, as well as data
6 permitting Plaintiffs to understand the number of workweeks and pay periods within the Class
7 Period. Several putative class members were also interviewed to attain a better understanding of
8 the extent and frequency of the alleged day-to-day violations.

9 20. The Parties agree the above-described investigation and evaluation, as well
10 as the information exchanged during the settlement negotiations, are more than sufficient to assess
11 the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

12 21. Based on the information provided by Defendants and interviews with
13 putative class members, Plaintiffs contend – and Defendants deny – Defendants failed to provide
14 employees with legally mandated rest breaks. Defendants' rest break policies were allegedly not
15 *Brinker*-compliant because they did not contain the necessary "major fraction thereof" language.
16 By extension, Defendants' rest break policies purportedly failed to advise employees of their right
17 to take additional breaks if they worked the requisite number of hours. This issue with rest breaks
18 was supposedly made worse by Defendants' improper, uniform practices. A combination of
19 understaffing, heavy, time-sensitive workloads, and Defendants prioritizing production apparently
20 resulted in several instances of missed, late, and/or short rest breaks. For example, if an issue
21 suddenly arose that needed employees' immediate attention, employees allegedly had no choice
22 but to forgo taking compliant rest breaks to address these issues. Even when employees were
23 afforded opportunities to take rest breaks, they were purportedly interrupted by supervisors
24 instructing them to clean up their work areas or asking them to locate certain tools. This supposedly
25 extended to supervisors expecting employees to attend meetings that overlapped with their rest
26 breaks. Yet, despite these violations, Defendants apparently did not have a policy or practice of
27 paying employees premium wages for noncompliant rest breaks.

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1 22. Plaintiffs also assert – and Defendants deny – Defendants failed to provide
2 employees with legally mandated meal breaks. Defendants’ meal break policies were allegedly not
3 *Brinker*-compliant either because they failed to advise employees of the timing of their breaks. By
4 extension, Defendants’ meal break policies also purportedly did not inform employees of their
5 right to take second break even if they worked the requisite number of hours. These issues were
6 supposedly exacerbated by Defendants’ improper, uniform practices. Like rest breaks, Defendants
7 prioritizing production, assigning heavy, time-sensitive workloads, and being understaffed
8 apparently left employees with no choice but to regularly skip, cut short, and/or take late meal
9 breaks. For instance, if the stations were busy and teams were trying to meet an encroaching
10 deadline, employees were allegedly expected to forgo taking compliant meal breaks. Similarly, if
11 an issue arose as employees were preparing to take their meal breaks, they were purportedly forced
12 to skip or postpone taking their breaks to address this issue to prevent any delays down the line. In
13 addition, supervisors would supposedly interrupt employees’ meal breaks to speak to them about
14 work-related matters (*i.e.*, cleaning up their work areas, helping with locating tools). Finally,
15 despite these violations, Defendants apparently never paid employees premium wages.

16 23. Next, Plaintiffs allege – and Defendants deny – Defendants failed to
17 compensate employees for all hours worked. Firstly, there was purportedly a line of employees
18 attempting to clock in at the same time almost every day. This, in turn, supposedly pressured
19 employees into arriving to work earlier than their scheduled shifts to compensate for this waiting
20 period and avoid late clock ins. Secondly, even before employees were able to clock in, supervisors
21 would apparently assign them miscellaneous tasks to complete (*i.e.*, starting the machines).
22 Thirdly, even after employees had clocked out for the day, supervisors would allegedly still expect
23 them to perform closing tasks (*i.e.*, moving battery packs). Finally, employees were required to
24 don and doff personal protective equipment (“PPE”), such as safety glasses, ear protection,
25 electrical clothes, masks, and gloves, pursuant to the performance of their duties. But Defendants
26 purportedly expected employees to don and doff their PPEs before clocking in and after clocking
27 out. Collectively, this supposedly resulted in several instances of off-the-clock work.

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1 24. In addition, Plaintiffs contend – and Defendants deny – Defendants failed
2 to include bonuses and incentives into employees’ regular rate of pay for purposes of overtime
3 compensation and sick leave pay. Defendants would pay employees various bonuses and
4 incentives that were allegedly non-discretionary in nature (*i.e.*, related to job performance,
5 referrals). Yet, despite the payment of these bonuses and incentives, Defendants purportedly did
6 not incorporate them into employees’ regular rate of pay for overtime compensation purposes
7 because overtime wages were only paid at one and one-half (1.5) times employees’ base hourly
8 rate. Similarly, Labor Code section 246(l) outlines that sick leave pay must be calculated in the
9 same manner as the regular rate of pay, which would entail factoring bonuses and incentives into
10 employees’ regular rate of pay for purposes of sick leave pay. Yet, Defendants supposedly did not
11 calculate sick leave pay in the manner set forth in section 246(l) because it was only calculated at
12 employees’ base hourly rate. Collectively, this apparently resulted in the frequent underpayment
13 of overtime wages and sick leave pay.

14 25. Additionally, Plaintiffs assert – and Defendants deny – Defendants failed to
15 reimburse employees for necessary business expenses incurred. Defendants required employees to
16 use their personal cell phones for work-related purposes. This ranged from communicating with
17 supervisors and coworkers, sending pictures, and attending Zoom meetings. Defendants also
18 expected employees to use their personal vehicles to pick up parts or tools. Finally, employees
19 were expected to purchase steel-toed boots (\$100) pursuant to the effective performance of their
20 duties. Yet, despite incurring all these business expenses, Defendants allegedly did not have a
21 policy or practice of reimbursing employees for these expenses.

22 26. Plaintiffs allege – and Defendants deny – Defendants are liable for wage
23 statement penalties. Defendants allegedly issued wage statements in violation of Labor Code
24 section 226(a) because of the underlying violations discussed above. Defendants purportedly
25 failing to pay premium wages, compensate employees for all hours worked, and factor non-
26 discretionary bonuses and incentives into employees’ regular rate of pay resulted in Defendants
27 issuing noncompliant wage statements. This would mean Defendants’ wage statement supposedly
28 failed to include the gross wages earned, net wages earned, and total hours worked. Even if

1 Defendants assert their violation of section 226(a) is trivial (which they deny), California courts
2 have held strict compliance of section 226(a) is what is intended.

3 27. Finally, Plaintiffs contend – and Defendants deny – Defendants are liable
4 for waiting time penalties. Defendants’ employees are entitled to back underpaid minimum and
5 overtime, as well as missed meal and rest breaks, thereby triggering waiting time penalties under
6 Labor Code section 203. Thus, Defendants owe wages and compensation for missed meal and rest
7 breaks, as a matter of fact and law. But Defendants intentionally failed or refused to perform an
8 act, which was required to be done, thereby constituting “willful” conduct and justifying “waiting
9 time” penalties under section 203 to its former employees.

10 28. Defendants deny the meal and rest break contentions on the grounds they
11 always maintained compliant policies, provided breaks within proper time frames, and that hourly-
12 paid and non-exempt employees were allowed to use their break times for their own purposes. By
13 extension, Defendants counter they never prioritized the completion of tasks over the receipt of
14 compliant meal and rest breaks, were never understaffed, and did not permit or instruct supervisors
15 to interfere with employees’ breaks. Similarly, Defendants adds they rarely, if ever, assigned
16 employees heavy, time-sensitive workloads and often reminded supervisors to encourage
17 employees to take their meal and rest breaks. Further, Defendants contend whether hourly-paid
18 and non-exempt employees took meal and rest breaks during compliant time frames and were
19 relieved of all duties are questions that can only be resolved by resorting to individualized
20 inquiries. Defendants also assert they paid their employees for all hours worked, including
21 overtime, minimum, and premium wages. Similarly, Defendants attest they never allowed
22 supervisors to interact with employees about work-related matters off-the-clock, were not aware
23 of there being a line of employees attempting to clock in, and always required employees to don
24 and doff their PPEs on-the-clock. By extension, Defendants argue they had in place policies that
25 expressly prohibited off-the-clock work. Next, Defendants asserted their bonuses and incentives
26 were discretionary in nature and should not have been factored into eligible employees’ regular
27 rate of pay for purposes of overtime compensation and sick leave pay. Defendants also counter
28 only some employees were eligible for such payments, meaning most pay periods were unaffected

1 by the payment of such bonuses and incentives. Defendants contend they properly reimbursed
2 employees for all necessary business expenses incurred and had in place policies that outlined how
3 employees could request reimbursements. Finally, Defendants argue any failure to comply with
4 labor laws (which they deny) was an honest mistake made in good faith. Thus, Defendants attest
5 any alleged conduct cannot be deemed “willful” under Labor Code section 203.

6 29. The Parties attended mediation with an experienced mediator on October
7 20, 2022. During the mediation, the Parties discussed the risks of continued litigation, certification,
8 and merits of the claims versus the benefits of settlement. Under the auspices of the mediator, the
9 Parties reached a settlement, the terms were memorialized in the Class Action and PAGA
10 Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”). Attached hereto
11 as **Exhibit 2** is a true and correct copy of the Agreement.⁷

12 30. The Parties agreed (subject to the Court’s approval) this action be settled
13 and compromised for the non-reversionary total sum of \$856,500 (“Gross Settlement Amount”)
14 which includes: (a) Class Counsel Fees Payment not to exceed \$285,500 (1/3 of the Gross
15 Settlement Amount) to Class Counsel; (b) Class Counsel Litigation Expenses Payment not to
16 exceed \$30,000 for reimbursement of litigation costs and expenses to Class Counsel; (c) Class
17 Representative Service Payments not to exceed \$7,500 to each Plaintiff (totaling \$45,000); (d)
18 Administration Expenses Payment not to exceed \$20,000 to CPT Group, Inc., the Administrator;
19 (e) PAGA Penalties not to exceed \$40,000 to the LWDA and Aggrieved Employees; and (f) a
20 credit of \$106,500 for which Defendants paid Class Members during the pendency of the lawsuits
21 through a *Pick Up Stix* settlement.

22 31. After all Court-approved deductions from the Gross Settlement Amount, it
23 is estimated \$329,500 (“Net Settlement Amount”) will be paid to all Class Members who do not
24 submit valid and timely Requests for Exclusion from the Settlement – with a gross *average*
25 Individual Class Payment estimated at \$957.85.

26 32. The Settlement was reached because of arm’s-length negotiations. Though
27 cordial and professional, the settlement negotiations have always been adversarial and non-
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⁷ Attached hereto as **Exhibit 9** is a true and correct copy of the email confirmation
evidencing the submission of the Settlement Agreement to the LWDA.

collusive in nature. At the mediation, both Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached after mediation.

33. Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation through trial and through any possible appeals. Plaintiffs and Class Counsel considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. Pursuant to this, Plaintiffs and Class Counsel conducted extensive settlement negotiations, including formal discovery and mediation. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement is a fair, adequate, and reasonable settlement and is in the best interests of Class Members.

34. The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in research and discovery to support the Settlement. The Settlement was only possible following significant discovery, investigation, and evaluation of the relevant policies and practices, as well as the data produced, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. This case has reached the stage where "the Parties certainly have a clear view of the strengths and weaknesses of their cases" sufficient to support the Settlement's reasonableness, adequacy, and fairness. (*Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

35. The claims are predicated on the purported: (a) failure to properly calculate and pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide meal and rest breaks and pay applicable premium wages; (d) failure to timely pay wages; (e) failure to issue compliant wage statements; (f) failure to reimburse business expenses; (g) violation of PAGA; and (h) violation of Business & Professions Code section 17200, *et seq.*

36. Defendants vehemently deny the theories of liability. Defendants contend: (a) all meal and rest breaks were provided in compliance with the law; (b) all wages were properly calculated and paid; (c) all wages were timely paid; (d) wage statements were provided in compliance with the law; and (e) all business expenses were reimbursed. Defendants further contend any mistakes made (which they deny) were honest rather than willful. Finally, Defendants argue if litigation were to continue, they feel confident it would prevail.

1 37. While Plaintiffs believe the case is suitable for certification, uncertainties
2 with respect to certification are always present. As the California Supreme Court ruled in *Sav-On*
3 *Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is always a matter of
4 the trial court's sound discretion. Decisions following *Sav-On Drug Stores, Inc.* have reached
5 different conclusions concerning certification of wage-and-hour claims.⁸

6 38. Defendants produced a sampling of time and pay records and information
7 regarding the estimated number of workweeks and pay periods within the Class Period. Using the
8 information provided by Defendants, Plaintiffs' expert determined the number of workweeks
9 within the Class Period was approximately 22,188. In addition, Plaintiffs' expert determined the
10 average hourly rate of pay during the Class Period was around \$20.70.

11 39. Plaintiffs assert Defendants failed to provide legally mandated rest breaks
12 and failed to pay premium wages. Plaintiffs' expert's analysis of employees' time records revealed
13 there were around 99,565 shifts eligible for rest breaks. Interviews revealed heavy, time-sensitive
14 workloads, understaffing, and Defendants prioritizing production allegedly forced employees to
15 skip, cut short, and/or take late rest breaks. This was purportedly made worse by Defendants failing
16 to maintain compliant rest breaks policies. Class Counsel concluded a thirty percent (30%)
17 exposure on eligible rest breaks was reasonable. If proven, the exposure for rest break premiums
18 would likely be about **\$833,657.75** ((99,565 shifts x 30% violation rate) x \$27.91).

19 40. As for the theories involving meal break violations, Plaintiffs' expert
20 analyzed there were around 5,910 shifts that had either late or short meal breaks. It is likely half
21 about these shifts (2,955) were not caused by Defendants' improper, uniform policies and
22 practices, meaning employees chose to take late and/or short meal breaks rather than being forced
23 to do so. Specifically, of the short meal breaks, about sixty-one percent (61.1%) were short by only
24 one to three (1-3) minutes. Similarly, of the late rest breaks, around thirty-nine percent (39.2%)

25 _____
26 ⁸ (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
27 of class claiming misclassification and ordering summary adjudication in favor of employees],
28 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

1 were late by only one to five (1-5) minutes. Based on this data, Class Counsel concluded late and
2 short meal breaks were not a significant source of violations and could be attributed to employees'
3 choices, not to improper, uniform policies and practices. Thus, Class Counsel determined about a
4 fifty percent (50%) violation rate would be consistent with the data and interviews. Plaintiffs'
5 expert also determined there were also about 11,058 shifts greater than five (5) hours without
6 recorded first meal breaks, but it's likely around half these shifts (5,529) either had written waivers
7 or were not caused by Defendants' improper, uniform policies and practices. Finally, Plaintiffs'
8 expert determined there were about 3,580 shifts greater than twelve (12) hours without recorded
9 second meal breaks. If proven, the exposure for meal break premiums would likely be
10 approximately **\$336,706.24** (12,064 shifts x \$27.91).

11 41. Moreover, Plaintiffs contend Defendants failed to compensate employees
12 for all hours worked. Based on a reasonable estimate of an hour of off-the-clock work per week,
13 an estimate of damages for this claim would likely be approximately **\$619,267.08** (22,188
14 workweeks x 1 hour x \$27.91). If using the overtime rate, as certain shifts exceeded eight (8) hours
15 per day or forty (40) hours per week, the estimated damages for this claim would likely be around
16 **\$929,011.56** (22,188 workweeks x 1 hour x \$41.87). This assumption that employees worked
17 around an hour off-the-clock per week was based on the information collected from interviews.
18 Namely, around ten to fifteen (10-15) minutes per day was spent working pre-shift and post-shift.

19 42. Plaintiffs also allege Defendants failed to include non-discretionary bonuses
20 and incentives in employees' regular rate of pay for purposes of overtime compensation and sick
21 leave pay. Instead, Defendants purportedly only paid overtime wages at one and one-half (1.5)
22 times employees' base hourly rate and only paid sick leave at employees' base hourly rate.
23 According to Plaintiffs' expert's analysis, the estimated sum of underpaid overtime wages is
24 around **\$14,373.45**. Moreover, Plaintiffs' expert determined the estimated sum of underpaid sick
25 leave is about **\$4,665.11**. Thus, if proven, the total exposure for underpaid overtime wages and
26 sick leave pay would likely be approximately **\$19,038.56**.

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1 43. Next, Plaintiffs assert Defendants failed to reimburse employees for all
2 necessary business expenses. Firstly, employees were allegedly not reimbursed for purchasing
3 steel-toed boots (\$100), including replacements, pursuant to the performance of their duties.
4 Therefore, the amount that must be reimbursed for such business purchases would likely be
5 approximately **\$34,400** (344 employees x \$100). With regards to employees using their personal
6 cell phones, at least twenty percent (20%) of the personal cell phone charges can be attributed to
7 work. Class Counsel asked employees what percentage of their personal cell phone charges were
8 attributed to work, and twenty percent (20%) was the most frequent answer. Using an average
9 monthly charge of \$100, each monthly cost would be around \$20.00 per month. As a result, the
10 total amount that must be reimbursed for personal cell phone use is likely about **\$102,400** (5,120
11 months x \$20.00). As for employees using their personal vehicles, likely ten percent (10%) of gas
12 and mileage can be attributed to work. Class Counsel asked employees what percentage of their
13 personal vehicle uses were attributed to work, and ten percent (10%) was the most frequent answer.
14 Using an average monthly gas bill of \$120, each monthly cost would be approximately \$12.00 per
15 month. Consequently, the total amount that must be reimbursed for personal vehicle use is
16 approximately **\$61,440** (5,120 months x \$12.00). If proven, the total exposure for unreimbursed
17 business expenses would likely be about **\$198,240**.

18 44. Plaintiffs also contend Defendants issued wage statements in violation of
19 Labor Code section 226(a) and that their exposure to statutory penalties is substantial. If proven,
20 the potential exposure as to this claim is likely approximately **\$711,750** ($[(1 \times \$50) + (36 \times \$100)]$
21 x 195 employees), which is based on about thirty-seven (37) average pay periods.

22 45. Finally, Plaintiffs allege Defendants are liable for waiting time penalties. If
23 proven, the potential exposure to this claim is likely about **\$1,433,457.60** (8 hours x \$27.91 x
24 approximately 214 separated employees x 30 days).

25 46. The provisions of the Labor Code potentially triggering PAGA penalties in
26 this case include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,
27 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.
28 Defendants asserted, regardless of the results of the underlying causes of action, PAGA penalties

are not mandatory but permissive and discretionary. Defendants maintained, in addition to their strong arguments against the underlying claims, they had a strong argument it would be unjust to award maximum PAGA penalties given the law’s unsettled state concerning PAGA penalties.

47. Class Counsel calculated penalties under PAGA by multiplying the number of aggrieved employees by the civil penalties that each could be awarded for the Labor Code sections enumerated under Labor Code section 2699.5 that were applicable in this case. Class Counsel then applied discounts in light of the countervailing arguments with regard to the other causes of action, as well as the Court’s power to award “a lesser amount than the maximum civil liability.” (Lab. Code, § 2699, subd. (e)(2).)

48. Given the state of the law and the range of PAGA penalties requested and awarded in courts, it is difficult to determine a reasonable value and exposure for PAGA penalties. Defendants presented a “good faith dispute” to each of the claims, so Plaintiffs estimated the amount of PAGA penalties using the “initial” penalty amount of \$100 under PAGA.⁹ If PAGA penalties are granted on any one of the violations alleged in the operative complaints, the total civil penalties exposure under PAGA could be approximately **\$19,500** (195 employees x \$100 penalty for initial violation) on the low end. Multiplying the PAGA exposure by the number of alleged violations under the theories of recovery under PAGA gives potential civil penalties of around **\$136,500** (195 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. Regarding stacking, an assumption that the parties should not ignore stacking when calculating penalties under PAGA is subject to challenge. (*Hamilton v. Juul Labs, Inc.* (N.D.Cal. Nov. 16, 2021, No. 20-cv-03710-EMC) 2021 U.S.Dist.LEXIS 221416, at *27.) In fact, it has even been ruled it is possible but highly unlikely plaintiffs “could recover PAGA penalties for each separate type of Labor Code violation.” (*Salazar v. PODS Enters., LLC* (C.D.Cal. May 8, 2019, No. EDCV 19-260-MWF (KKx)) 2019 U.S.Dist.LEXIS 78001, at *16.) Some courts have even questioned the plausibility of piling penalties on each other for a single substantive wrong. (*Smith v. Lux Retail North Am., Inc.* (N.D.Cal. June 13, 2013, No. C 13-01579 WHA) 2013

⁹ A Ninth Circuit ruling suggests there may be no “subsequent” violation until an actual finding of a violation by a Labor Commissioner or court. (*Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 990 F.3d 1157, 1172-1173.)

U.S.Dist.LEXIS 83562, at *9.) Thus, the courts have ruled, “[P]laintiffs may only recover a set of civil penalties for each type of violation.” (*Snow v. UPS* (C.D.Cal. Apr. 1, 2020, No. EDCV 20-025 PSG (AFMx)) 2020 U.S.Dist.LEXIS 58317, at *9.)

49. Although Plaintiffs argued they could obtain over \$136,000 for PAGA penalties, it is unlikely the Court would award this amount. Courts have reduced PAGA penalties by about ninety percent (90%) with mitigating circumstances. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 (affirming trial court’s award of less than 10% of maximum PAGA penalty for meal break violations where the company sought to comply with the law).) To the extent the exposure remains in the hundreds and thousands of dollars, the civil penalties could be “unjust, arbitrary and oppressive, or confiscatory.” In fact, many courts have taken liberties to dramatically reduce the civil penalties. (See e.g. *Viceral v. Mistras Grp., Inc.* (N.D. Cal. October 11, 2016, 2016 WL 5907869 at 9* [preliminarily approving class action settlement that included a PAGA set-aside of just 0.15 percent of the PAGA claims’ full potential value, where “Plaintiffs face[d] a substantial risk of recovering nothing on either class or PAGA claims”]; *Costter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 [preliminarily approving class action settlement allocating a PAGA set-aside worth a fraction of the PAGA claims’ potential value, where the Defendants’ obligations were “genuinely unclear” and there was no evidence the defendant acted deliberately or negligently failed to learn about its obligations].)

50. Plaintiffs recognized the risk that any PAGA award could be reduced. Many of the causes of action brought were duplicative of the statutory claims, such as violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512(a), 1194, 1197, 1198, 2800, and 2802. It was arguable whether the Court would award the maximum penalties under the law. Thus, allocating \$40,000 to PAGA civil penalties was reasonable given the fact Defendants are also paying an additional \$816,500 in the class settlement. When PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are generally considered reasonable.¹⁰

¹⁰ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any

51. Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$4,152,117.23** on the low end and around **\$4,461,861.71** on the high end.

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$833,657.75	70%	60%	\$100,038.93
Meal Break Premiums	\$336,706.24	60%	50%	\$67,341.25
Overtime/Minimum Wage: Off-the-Clock Work	\$619,267.08 to \$929,011.56	50%	50%	\$154,816.77 to \$232,252.89
Overtime/Minimum Wage: Regular Rate	\$19,038.56	30%	40%	\$7,996.20
Unreimbursed Business Expenses	\$198,240	20%	70%	\$47,577.60
Wage Statement Penalty	\$711,750	50%	50%	\$177,937.50
Waiting Time Penalty	\$1,433,457.60	50%	50%	\$358,364.40
MAXIMUM TOTAL EXPOSURE	\$4,152,117.23 to \$4,461,861.71			\$914,072.65 to \$991,508.77

52. Based on the rest break theories, Class Counsel believe a seventy percent (70%) certification risk and a sixty percent (60%) merits risk are justified. Defendants allegedly did not have in place compliant rest break policies as the policies did not include the necessary “major fraction thereof” language and did not advise employees of taking additional breaks. This was purportedly made worse by Defendants being understaffed, regularly assigning heavy, time-sensitive workloads, and prioritizing production above all else. As a result, it was supposedly often the case that employees were forced to work through, cut short, and/or take late rest breaks to meet Defendants’ expectations and avoid causing delays. However, Class Counsel understand obtaining certification for noncompliant rest breaks due to improper, uniform policies and practices will be difficult since rest breaks are not recorded. In other words, Class Counsel will have to obtain declarations from putative class members to prove the existence of improper, uniform policies and practices, which will be difficult and time-consuming. Furthermore, Defendants can present evidence and testimony at trial to argue they always had in place compliant rest break policies

damages to the PAGA claims”).)

1 during the relevant time period and properly informed employees of their right to take additional
2 breaks. By extension, Defendants' evidence could demonstrate they rarely, if ever, assigned heavy,
3 time-sensitive workloads, were never understaffed, and encouraged supervisors to remind
4 employees to take their rest breaks. In other words, employees were choosing to forgo taking
5 compliant rest breaks rather than being pressured to do so by Defendants' expectations and
6 supervisory interference. Finally, Defendants may bring in evidence to illustrate employees
7 voluntarily waived their right to take rest breaks. Thus, Class Counsel believe this justifies a
8 seventy percent (70%) certification risk and a sixty percent (60%) merits risk.

9 53. Class Counsel also apply a sixty percent (60%) certification risk and a fifty
10 percent (50%) merits risk based on the meal break theories. Like rest breaks, Defendants allegedly
11 failed to have in place compliant meal break policies because the policies did not advise employees
12 of the timing of breaks or their right to take additional breaks. In addition, a combination of
13 understaffing, prioritization of production, and heavy, time-sensitive workloads purportedly left
14 employees with little to no choice but to forgo taking compliant meal breaks. This meant if there
15 was an issue that required employees' immediate attention or an encroaching deadline, it
16 supposedly took precedent over employees' right to take meal breaks. By extension, supervisors
17 were apparently permitted to interfere with employees' meal breaks to ensure there were no delays
18 down the line. But while meal break violations are easier to prove since they are recorded, Class
19 Counsel accept there are still risks associated with obtaining certification. Class Counsel will need
20 to undertake the lengthy and arduous task of gathering declarations from putative class members
21 to demonstrate Defendants maintained improper, uniform policies and practices. Furthermore,
22 Defendants may offset the allegations by admitting evidence and testimony at trial to reveal they
23 properly advised employees of their right to take timely meal breaks, including additional breaks,
24 during their onboarding process. By extension, Defendants might even bring in evidence to show
25 they always had enough employees to relieve one another for meal breaks and never prioritized
26 production over employees' receipt of their breaks. This would mean employees were electing to
27 skip, cut short, and/or take late meal breaks rather than be forced to do so for the above-mentioned
28 reasons. Defendants can also introduce testimony to argue supervisors were never permitted to

1 interfere with employees' meal breaks and were instructed to remind employees to take their
2 breaks. Finally, Defendants could admit evidence to illustrate employees waived their right to
3 take meal breaks. Therefore, Class Counsel apply a sixty percent (60%) certification risk and a
4 fifty percent (50%) merits risk.

5 54. Moreover, Class Counsel believe the theories regarding unpaid wages due
6 to off-the-clock work warrant a fifty percent (50%) certification risk and another fifty percent
7 (50%) merits risk. Firstly, Defendants allegedly allowed a line of employees simultaneously trying
8 to clock in to form every day, thereby pressuring employees to arrive to work earlier than their
9 shifts to avoid late clock ins. Secondly, Defendants purportedly permitted supervisors to speak to
10 employees about work-related matters off-the-clock, including assigning employees work. Finally,
11 despite employees being required to wear PPEs pursuant to the performance of their duties,
12 Defendants supposedly expected them to don and doff their PPEs off-the-clock. Collectively, this
13 apparently resulted in several instances of off-the-clock work for which employees were not
14 compensated. Conversely, there are still risks associated with obtaining certification for off-the-
15 clock work theories Class Counsel must consider. Since off-the-clock work is not recorded, Class
16 Counsel must undertake the difficult task of collecting declarations from putative class members
17 to prove the occurrence of off-the-clock work. Also, Defendants can present evidence and
18 testimony at trial to argue employees were compensated for waiting in line to lock in even if this
19 was a rare occurrence. Defendants could even produce testimony to demonstrate they never
20 allowed supervisors to interact with employees about work-related matters while off-the-clock and
21 had in place policies that expressly prohibited off-the-clock work. By extension, this would mean
22 Defendants permitted employees to don and doff their PPEs while on-the-clock. Thus, if there
23 were instances of off-the-clock work (which Defendants deny), it is because these incidents were
24 never brought up to Defendants. For these reasons, Class Counsel believe this warrants a fifty
25 percent (50%) certification risk and another fifty percent (50%) merits risk.

26 55. Further, Class Counsel believe a thirty percent (30%) certification risk and
27 a forty percent (40%) merits risk for the regular rate theories are appropriate. Defendants would
28 regularly pay employees bonuses and incentives that were allegedly non-discretionary in nature.

1 Yet, Defendants purportedly failed to factor these bonuses and incentives into employees' regular
2 rate of pay for purposes of overtime compensation and sick leave pay. Instead, overtime wages
3 and sick leave were supposedly only calculated pursuant to employees' base hourly rate of pay.
4 Also, because these regular rate issues can be revealed by reviewing employees' wage statements,
5 these theories are readily certifiable, justifying the relatively low certification risk. But Defendants
6 may offset these arguments by bringing in evidence and testimony at trial to show not all
7 employees were eligible for or received such bonuses and incentives. Defendants could even
8 introduce evidence to demonstrate these bonuses and incentives were discretionary in nature,
9 thereby countering the entirety of these allegations. Finally, Defendants' evidence may also
10 illustrate these bonuses and incentives were rarely paid within the same pay periods as overtime
11 wages and sick leave pay. This would mean most pay periods were unaffected by the payment of
12 such bonuses and incentives. Consequently, Class Counsel believe a thirty percent (30%)
13 certification risk and a forty percent (40%) merits risk are appropriate.

14 56. Next, Class Counsel believe a twenty percent (20%) certification risk and a
15 seventy percent (70%) merits risk for the unreimbursed business expenses theories are warranted.
16 Defendants required employees to incur out-of-pocket expenses pursuant to the performance of
17 their duties (*i.e.*, steel-toed boots). Defendants also expected employees to use their personal cell
18 phones and vehicles for work-related purposes (*i.e.*, communicating with supervisors and
19 coworkers, sending pictures, picking up parts and tools). Yet, despite incurring such business
20 expenses, Defendants allegedly did not have a policy or practice of properly reimbursing
21 employees. Moreover, a review of employees' wage statements will reveal Defendants rarely, if
22 ever, paid reimbursements, thereby justifying the low certification risk. Conversely, Class Counsel
23 are aware they will still face obstacles regarding these theories as well. For instance, Defendants
24 may present evidence and testimony at trial to argue they provided employees with steel-toed
25 boots, including replacements when needed. Similarly, Defendants' evidence might illustrate only
26 a few employees were expected to use their personal cell phones and vehicles for work-related
27 purposes. Also, Defendants can produce evidence to reveal employees who submitted requests to
28 be reimbursed were promptly reimbursed. In other words, if there were instances of employees not

1 being reimbursed (which Defendants deny), it was because employees failed to submit proper
2 reimbursement requests. For these reasons, Class Counsel believe this warrants a twenty percent
3
4 (20%) certification risk and a seventy percent (70%) merits risk.

5 57. The Labor Code section 226(a) claims for wage statement penalties is based
6 on the alleged failure to maintain accurate records. Defendants purportedly failed to accurately
7 record all hours worked, failed to properly pay premium wages for noncompliant meal and rest
8 breaks, and failed to factor non-discretionary bonuses and incentives into employees' regular rate
9 for purposes of overtime compensation and sick leave pay. This supposedly resulted in Defendants
10 issuing wage statements that failed to accurately state the total hours worked, gross wages earned,
11 and net wages earned in violation of section 226(a). However, Defendants' errors (which they
12 deny) most likely did not affect all employees. Also, Defendants can argue employees' wage
13 statements were not inaccurate as to wages paid pursuant to the counterarguments made above
14 since section 226 claims are derivative of the above-mentioned claims. Therefore, Class Counsel
15 apply a fifty percent (50%) certification risk and merits risk.

16 58. Finally, the Labor Code section 203 claim for waiting time penalties is
17 based on the claims for underpaid minimum and overtime wages, as well as missed meal and rest
18 breaks. Prevailing on the claims described above will lead to waiting time penalties. However,
19 Defendants may argue any failure to pay wages due and owing to employees in a timely manner
20 (which they deny) was not "willful" under section 203 and was an honest mistake made in good
21 faith. Furthermore, since section 203 claims are derivative of the claims mentioned above,
22 Defendants can also assert the same counterarguments described above. Thus, Class Counsel
23 assign a fifty percent (50%) certification risk and merits risk.

24 59. The realistic recovery for this case is **\$914,072.65** on the low end and
25 **\$991,508.77** on the high end. The Gross Settlement Amount is about nineteen percent (19.20%)
26 of the maximum potential exposure and around eighty-six percent (86.38%) of the maximum
27 realistic exposure at trial, which is an excellent settlement.

28 ///

1 60. The Class is ascertainable and numerous as to make it impracticable to join
2 all Class Members, and there are common questions of law and fact that predominate over any
3 questions affecting any individual Class Member. Plaintiffs contend, as former hourly-paid and
4 non-exempt employees of Defendants, their claims are typical of the claims of the Class, and Class
5 Counsel will fairly and adequately protect the interests of the Class. Also, Plaintiffs assert the
6 prosecution of separate actions by individual Class Members would create the risk of inconsistent
7 or varying adjudications, so a class action is superior to other available means for the fair and
8 efficient adjudication. As discussed below, this case is amenable to class certification.

9 61. This case involves approximately three hundred forty-four (344) Class
10 Members, meaning the Class is sufficiently numerous.¹¹ All Class Members can and will be
11 identified by the Administrator through a review of Defendants' employment records concerning
12 hourly-paid or non-exempt persons employed during the Class Period.

13 62. Plaintiffs assert common issues of fact and law predominate as to each of
14 the claims. Plaintiffs contend all hourly-paid or non-exempt persons employed by Defendants
15 during the Class Period were subject to the same or similar employment practices, policies, and
16 procedures. All the claims surround the alleged common schemes of: (a) failing to maintain
17 compliant meal and rest break policies and practices; (b) failing to reimburse business expenses;
18 and (c) failing to fully and properly compensate employees for, *inter alia*, all hours worked,
19 overtime work, noncompliant breaks, and associated wage statement and waiting time penalties.

20 63. Plaintiffs are former employees of Defendants. Plaintiffs allege they and
21 Class Members were employed by the same company and injured by the common policies and
22 practices related to: (a) noncompliant meal and rest breaks; (b) uncompensated off-the-clock work;
23 (c) improperly calculated overtime wages and sick leave pay; (d) unreimbursed business expenses;
24 (e) untimely paid wages; and (f) inaccurate wage statements. Plaintiffs seek relief for these claims
25 and derivative claims on behalf of the Class. Thus, the claims arise from the same employment
26 practices and are based on the same legal theories as those applicable to the Class.

27
28

¹¹ (See *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding
a proposed class of "as many as 190 current and former employees" is sufficiently numerous].)

1 64. Plaintiffs have proven to be adequate class representatives. Specifically,
2 Plaintiffs conducted themselves diligently and responsibly in representing the Class in this
3 litigation, understand the fiduciary obligations, and actively participated in the prosecution of this
4 case. Plaintiffs spent time in meetings and conferences with Class Counsel to provide them with a
5 complete understanding of the work experience and environment. Moreover, Plaintiffs have no
6 interest averse to the interests of the other Class Members.

7 65. The Settlement Agreement is the product of serious, informed, non-
8 collusive negotiations, has no obvious defects, does not grant preferential treatment to Plaintiffs
9 or segments of the Class, and falls within the range of fair and reasonable settlements. I believe
10 this non-reversionary settlement is in the best interests of the Class as fair, reasonable, and
11 adequate. Thus, I recommend approval of the Settlement Agreement.

12 66. The Settlement Agreement calls for the payment of the Class Counsel Fees
13 Payment of up to \$285,500. This request is fair, reasonable, and adequate to compensate Class
14 Counsel for the substantial work they put into this case and the risk they assumed by taking it in
15 the first place. The Class Counsel Fees Payment is also intended to reimburse Class Counsel for
16 all uncompensated work they have done and for all the work they will continue following
17 preliminary approval.

18 67. I am aware the common and acceptable rate for contingency representation
19 in wage-and-hour class action litigation is normally forty percent (40%) before trial, with the range
20 being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).

21 68. Class Counsel took this case on a contingent fee basis against a business
22 represented by a reputable defense firm. Accordingly, when taking these cases, we anticipate we
23 shall, if successful, receive a fee that exceeds our normal hourly rate, otherwise the risk is too great
24 to bear. Thus, when we take on one matter, we are unable to take on other matters. When Class
25 Counsel became involved in this case, we realized the time commitment it would entail, and we
26 were forced to turn down other matters. We were forced to do so because of the thorough factual
27 investigation and development this case required. Collectively, this case claimed a significant
28 portion of Class Counsel's time and attention throughout its pendency.

69. The requested fee is reasonable for the services provided to Class Members and for the benefits they will receive.

70. Class Counsel have no actual or potential conflicts of interest with the Class or Administrator.

71. Class Counsel have no connection to or a relationship with the proposed *cy pres* recipient Legal Aid At Work that could reasonably create the appearance of impropriety.

72. Class Counsel are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

I declare that under penalty of perjury under the laws of California the foregoing is true and correct. Executed on the 30th of May 2023 at Pasadena, California.


Douglas Han

EXHIBIT 1

Cases	Court	Case Number	Judge
Jamie Contreras v. Stueves's Milk Transport, Inc.	San Bernardino County Superior Court	CIVDS1304440	David Cohn
Art Kelly et al. v. Barker Management, Inc.	Los Angeles County Superior Court	BC506120	Kenneth Freeman
Patrick Arellano v. Tolt, LLC; Tolt Service Group, Inc.	Los Angeles County Superior Court	BC512644	Amy Hogue
Derya Keles et al. v. The Art of Shaving-FL, LLC	Alameda County Superior Court	RG13687151	Wynne Carville
Marc Newman v. Hyder & Company	San Diego County Superior Court	37-2013-00051617-CU-OE-CTL	John Meyer
Abigail Stahl v. Fred Leeds Properties, Inc.	Los Angeles County Superior Court	BC509716	John Wiley, Jr.
Johnny Esters et al. v. HBD LTD, Limited Partnership	Kern County Superior Court	S-1500-CV-279879 DRL	David Lampe
Brian Davidson et al. v. Lentz Construction General Engineering Contractor, Inc.	Kern County Superior Court	S-1500-CV-279842-LHB	Lorna Brumfield
Lindsay Griffiths v. Paper Source, Inc.	Los Angeles County Superior Court	BC506121	William Highberger
Gabriel Betancourt v. Hugo Boss USA	Los Angeles County Superior Court	BC506988	Kenneth Freeman
Stephen McDougle et al. v. Ensign Drilling Company (California), Inc.	Kern County Superior Court	S-1500-CV-279842-LHB	Lorna Brumfield
Cody Pierce v. Progress Rail Services Corporation	Kern County Superior Court	S-1500-CV-282596	David Lampe
Michael Weston et al. v. Helmerich & Payne International Drilling Co.	Kern County Superior Court	1500 CV279549	David Lampe
Rod Rodriguez v. B&L Casing Service, LLC	Kern County Superior Court	S-1500-CV-282709-DRL	David Lampe
Jose Duval et al. v. DBI Beverage, Inc.	Santa Clara County Superior Court	1-14-CV-266154	Peter Kirwan
Pamela Van Goey v. Pro's Choice Beauty Care, Inc.	Los Angeles County Superior Court	BC545400	John Wiley, Jr.
Michael Peterson v. T-J Roofing Co., Inc (Baker Roofing)	San Joaquin County Superior Court	39-2014-00316043-CU-OE-STK	Barbara Kronlund
Ilya Zaydenburg et al. v. Crocs Retail, Inc.	Los Angeles County Superior Court	BC554214	John Wiley, Jr.
Jeff Hartzell et al. v. Truitt Oil Field Maintenance Corporation	Kern County Superior Court	S-1500-CV-283011-DRL	David Lampe
Nickolus Blevins v. Watkins Construction Co., Inc.	Kern County Superior Court	S-1500-CV-283079-LHB	Lorna Brumfield
Jennifer Ailey et al. v. Restoration Hardware, Inc.	Los Angeles County Superior Court	JCCP4794	William Highberger
Mario Navarro-Sales et al. v. Markstein Beverage Co.	Sacramento County Superior Court	34-2015-00174957	Alan Perkins
Jason Novak v. Midlands Management Corporation; Midlands Claim Administrators	Los Angeles County Superior Court	BC56702	Ann Jones
Oscar Pina v. Zim Industries, Inc. dba Bakersfield Well & Pump	Kern County Superior Court	S-1500-CV-284498-SPC	Sidney Chapin
David W. White et al. v. Pilot Travel Centers LLC	San Joaquin County Superior Court	39-2013-00301569-CU-OE-STK	Linda Lofthus
Kristin Hollinger et al. v. Safety Management Systems, LLC	Kern County Superior Court	S-1500-CV-284499-DRL	David Lampe
Michelle Ross et al. v. Southern State Insurance (Alsmadi)	Los Angeles County Superior Court	BC507217	Kenneth Freeman
Simone Blattler et al. v. Kate Spade & Company	Los Angeles County Superior Court	BC521256	Kenneth Freeman
Melba Hynick v. AmeriFirst Financial, Inc.	Los Angeles County Superior Court	BC573246	Lisa Hart Cole
Evelyn Antoine v. Rivertone Residential CA, Inc. dba Riverstone Residential Group	Sacramento County Superior Court	34-2013-00155974	Alan Perkins
Lesly Chavez et al. v. East West Bank	San Francisco County Superior Court	CJC-13-004839	Curtis Karnow
John Kim v. Hanmi Bank	Los Angeles County Superior Court	BC534578	Elihu Berle
Nickolous Blevins v. Republic Refrigeration, Inc.	Los Angeles County Superior Court	BC579924	Elihu Berle
Melba Hynick et al. v. International City Mortgage, Inc.	San Bernardino County Superior Court	CIVDS1502516	Keith Davis
Jose Contreas v. Towne Center Property Management, Inc.	Los Angeles County Superior Court	BC513621	Ann Jones
Cody Pierce et al. v. Robert Heely Construction, LP	Kern County Superior Court	S-1500-CV-282474-LHB	Lorna Brumfield
Terry Tauchman v. Outerwall, Inc. aka Coinstar, Inc.	Sacramento County Superior Court	34-2013-00154815	Alan Perkins
Sherrie Ward et al. v. Amazon Processing, LLC dba Appstar Financial	San Diego County Superior Court	37-2015-00012522-CU-OE-CTL	Timothy Taylor
Karen McKinnon et al. v. Renovate America, Inc.	San Diego County Superior Court	37-2015-00038150-CU-OE-CTL	John Meyer
Mark Aceves et al. v. Cambro Manufacturing Company	Orange County Superior Court	30-2015-00810013-CU-OE-CXC	Glenda Sanders
Kevin Marking v. Randy's Trucking, Inc.	Kern County Superior Court	BCV-15-100180-TSC	Thomas Clark
Daniel Saiyasit et al. v. Saccani Distributing Company	Sacramento County Superior Court	34-2015-00187440	Raymond Cadei
Michael Emerson et al. v. Ganahl Lumber Company	Orange County Superior Court	30-2014-00747750-CU-OE-CXC	Kim Dunning
Jose Salas v. Clean Harbor Environmental Services, Inc.	Kern County Superior Court	BCV-15-100187DRL	David Lampe
Edwin Murillo v. W.A. Thompson, Inc	Kern County Superior Court	BCV-16-101994	Sidney Chapin
Tyrone Windham et al. v. T.F. Louderback, Inc. dba Bay Area Beverage Company	Contra Costa County Superior Court	CIVMSC16-00861	Barry Goode
Derrick Lankford v. Roseburg Forest Products Co.	Los Angeles County Superior Court	BC603618	Ann Jones
Alejandro Hernandez v. Crest Beverage, LLC	San Diego County Superior Court	37-2015-00039163-CU-OE-CTL	Katherine Bacal
Martin Gonzalez v. Matagrano Inc.	San Francisco County Superior Court	CGC-16-550494	Curtis Karnow
Malachi Smith et al. v. Marketstar Corporation	Alameda County Superior Court	JCCP004820	George Hernandez
Justin Dougherty v. Redbox Automated Retail, LLC	Los Angeles County Superior Court	BC544841	Maren Nelson
Edgardo Madrigal et al. v. Couch Distributing Company, Inc.	Santa Cruz County Superior Court	15-CV-00439	Paul Burdick
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of Central California	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Ruben Amaya v. Apex Merchant Group, LLC dba Express Processing	Sacramento County Superior Court	34-2015-00186623-CU-OE-GDS	Steven Rodda
Eduardo De La Torre et al. v. Acuity Brands Lighting, Inc.	San Bernardino County Superior Court	CIVDS1601800	Donna Gunnell Garza
Carlos Ramirez v. Mashburn Transportation Services, Inc.	Kern County Superior Court	BCV-15-100591-SPC	Stephen Schuett
Dennis Carr et al. v. American Security Products Company	San Bernardino County Superior Court	CIVDS1606769	Wilfred Schneider, Jr.
Shane Burke v. Petrol Production Supply, Inc.	Kern County Superior Court	BCV-15-101092-SPC	Stephen Schuett
Sam John et al. v. Rival Well Services Incorporated	Kern County Superior Court	BCV-15-100504-SPC	Stephen Schuett
Tanya Orosco v. Visionary Home Builders of California	Sacramento County Superior Court	34-2017-00210368-CU-OE-GDS	Christopher Krueger
Eric Savage et al. v. Regus Management Group, LLC	Los Angeles County Superior Court	BC498401	Elihu Berle
Adalberto Chavana v. Golden Empire Equipment, Inc.	Kern County Superior Court	BCV-16-102796-DRL	David Lampe

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Jeff Prince v. Ponder Environmental Services, Inc.	Kern County Superior Court	BCV-16-100784-DRL	David Lampe
Fernando Mondragon et al. v. Oldenkamp Trucking, Inc.	Kern County Superior Court	BCV-16-102399	Stephen Schuett
John Steele et al. v. Delta Sierra Beverage, LLC	Sacramento County Superior Court	34-2017-00206727	Alan Perkins
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
David Dobbs v. Wood Group PSN, Inc.	Kern County Superior Court	BCV-16-101078-DRL	David Lampe
Keith Lacy v. Azuma Foods International, Inc., USA	Alameda County Superior Court	RG16827402	Winifred Smith
Julio Ceron et al. v. Hyrdro Resources-West, Inc.	Kern County Superior Court	BCV-15-101461	Stephen Schuett
Antonio Calderon v. BKB Construction, LP	Kern County Superior Court	BCV-17-102154-DRL	David Lampe
Silvia Harbabikian et al. v. Williston Financial Group, LLC	Ventura County Superior Court	56-2016-00485186-CU-OE-VTA	Kent Kellegrew
Alex Vega et al. v. Advance Beverage Co., Inc.	Kern County Superior Court	BCV-16-100848-DRL	David Lampe
Emmanuel Villarin v. BHFC Operating LLC dba Bottega Louie	Los Angeles County Superior Court	BC616136	Carolyn Kuhl
Milton Krisher et al. v. General Production Service of California, Inc.	Kern County Superior Court	BCV-15-100795	David Lampe
Steve Stuck v. Jerry Melton & Sons Construction, Inc.	Kern County Superior Court	BCV-16-101516-DRL	David Lampe
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Alvin Hayes et al. v. Advanced Drainage Systems, Inc.	Kern County Superior Court	BCV-17-101019	Stephen Schuett
Carlos Ramirez v. Crestwood Operations LLC	Kern County Superior Court	BCV-17-100503	David Lampe
Belen Torrez v. Freedom Mortgage Corporation	San Bernardino County Superior Court	CIVDS1709351	David Cohn
Nickolous Blevins v. California Commercial Solar, Inc.	Kern County Superior Court	BCV-17-199571	Stephen Schuett
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Marco Reyes v. Halliburton Energy Services, Inc.	Kern County Superior Court	S-1500-CV-280215-SDS	Stephen Schuett
Dennis Carr v. So-Cal Structural Steel Fabrication, Inc.	San Bernardino County Superior Court	CIVDS1605828	Thomas Garza
Dois Sides et al. v. S.A. Camp Pump Company	Kern County Superior Court	BCV-16-100219-DRL	David Lampe
Javier Cisneros et al. v. Wilbur-Ellis Company LLC	Kern County Superior Court	BCV-17-102836-DRL	David Lampe
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Alejandro Hernandez v. NUCO2 Management, LLC	Kern County Superior Court	BCV-17-102571-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Juan Garcia et al. v. Straub Distributing Company, LTD	Kern County Superior Court	BCV-18-100377-DRL	David Lampe
Hal Weinshank et al. v. Freedom Mortgage Corporation	Sacramento County Superior Court	34-2018-00229068	David Brown
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Bridgette Guzman v. CrossCountry Mortgage, Inc.	San Diego County Superior Court	37-2017-00050474-CU-OE-CTL	Richard Whitney
Jose Castillo v. Gabriel I. Cruz dba GIC Transport Inc.	Kern County Superior Court	BCV-17-101807-DRL	Thomas Clark
Maximo Garcia et al. v. Glide Rite	Los Angeles County Superior Court	BC665485	William Highberger
Marie Hernandez v. Starbucks Corporation dba Teavana	Ventura County Superior Court	56-2017-00497449-CU-OE-VTA	Matthew Guasco
Talia Turner et al. v. Alliance Residential, LLC	Sacramento County Superior Court	34-2016-00199504-CU-OE-GDS	Alan Perkins
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Daniel Lee v. Westside Habitats, LLC	Los Angeles County Superior Court	BC702296	Elihu Berle
Victor Felix v. Remedial Transportation Services, Inc.	Kern County Superior Court	BCV-18-102595	David R. Lampe
Amy Lustig v. Skyline Financial Corporation	Los Angeles County Superior Court	JCCP4929	Daniel Buckley
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Richard Valencia v. Hill Phoenix, Inc.	San Bernardino County Superior Court	CIVDS1715125	David Cohn
Annie Ayala v. Cherry Creek Mortgage Co., Inc.	San Bernardino County Superior Court	CIVDS1813616	David Cohn
Melissa Paez v. C&R Restaurant Group, LP	Kern County Superior Court	BCV-18-103171	Stephen Schuett
Johnie Honeycutt et al. v. California Sierra Express, Inc.	Sacramento County Superior Court	34-2017-00210723	David Brown
Jimmy Alexander v. Republic Services, Inc.	Kern County Superior Court	BCV-18-102520-DRL	David Lampe
Jose Garcia v. Hronis, Inc	Kern County Superior Court	BCV-18-101510	David Lampe
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
David Bibb v. Gazelle Transportation, LLC	Kern County Superior Court	BCV-18-103172-DRL	David Lampe
Israel Balderama v. Steeler, Inc.	Kern County Superior Court	BCV-18-102314-DRL	David Lampe
Donna Chavez v. Munchkin, Inc.	San Bernardino County Superior Court	CIVDS1829987	John Tomberlin
Julio Rodriguez v. Square-H Brands, Inc	Los Angeles County Superior Court	BC719423	Elihu Berle
Jose Godinez et al. v. Lazer Spot, Inc.	Kern County Superior Court	BCV-17-102721	Thomas Clark
Ratcliffe v. Gold Star Mortgage Financial Group	Orange County Superior Court	30-2017-00918768-CU-OE-CXC	Peter Wilson
Jose Duval v. Pacific States Petroleum, Inc.	Sacramento County Superior Court	34-2018-00231934, 34-2018-243085	David Brown
Karen Morgan v. Childtime Childcare, Inc. (Federal)	United States District Court of Central California	8:17-cv-01641 AG (KESx)	Andrew Guilford
Alejandro Amador v. RMJV, LP dba Fresh Creative Foods	San Diego County Superior Court	37 -2018-00045893-CU-OE-NC	Jacqueline Stern
Georgeta Beldiman v. Universal Hospital Services, Inc.	Kern County Superior Court	BCV-18-102235-SDS	Stephen Schuett
Juan Sanchez v. Leon Krous Drilling, Inc.	Los Angeles County Superior Court	BC705069	William Highberger
Araz Parseghian et al. v. Homestreet Bank	Sacramento County Superior Court	34-2018-00241855-CU-OE-GDS	David Brown
Jose Garcia v. Pacific Coast Supply, LLC	Sacramento County Superior Court	30-2019-00247748-CU-OE-GDS	David Brown
Carl Powell et al. v. West Coast Casing, LLC	Kern County Superior Court	BCV-15-100277-DRL	David R. Lampe
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund

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Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Kamada McDaniel v. Royal Cup, Inc.	Alameda County Superior Court	RG19001661	Brad Seligman
Steven Franklin v. Synergy One Lending, Inc.	Kern County Superior Court	BCV-20-100178-SDS	Stephen Schuett
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Mariano Martinez v. Community Playgrounds, Inc.	Solano County Superior Court	FCS053879	Bradley Nelson
Fabian Mayorag v. Sturgeon Services International, Inc.	Los Angeles County Superior Court	BC509717	Ann I. Jones
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Liam Meyers et al v. Power Machinery Center	Kern County Superior Court	BCV-19-100897-DRL	David R. Lampe
Imelda De Vega v. Baxter Healthcare Corporation	Merced County Superior Court	20CV-00782	Brian McCabe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Marcel Harrington et al. v. Arlon Graphics, LLC	Orange County Superior Court	30-2018-00970444-CU-OE-CXC	Peter Wilson
Daishun Luckett v. King's Hawaiian Bakery West, Inc. et al.	Los Angeles County Superior Court	19TRCV00761	Gary Y. Tanaka
Harry Noriesta v. Konica Minolta Business Solutions U.S.A., Inc.	United States District Court of Central California	EDCV 19-620-JGB (KKx)	Jesus G. Bernal
Rance Lewis v. Environmental Waste Minimization, Inc.	Kern County Superior Court	BCV-19-102248-SDS	Stephen Schuett
Juan Olivas et al. v. VCI Construction, LLC	Kern County Superior Court	BCV-20-100512-SDS	Stephen Schuett
Jonathan McAllister et al. v. La Tortilla Factory, Inc.	Sonoma County Superior Court	SCV-263220	Gary Nadler
Luis Ross et al. v. Cardinal Financial Company L.P.	Orange County Superior Court	30-2018-00998757-CU-OE-CXC	William Claster
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Byron Woods et al. v. Johanson Dielectrics, Inc.	Los Angeles County Superior Court	19STC11487	Maren Nelson
Harry Noriesta v. Konica Minolta Business Solutions U.S.A., Inc.	Merced County Superior Court	20CV-01183	Brian McCabe
Guy Beaudoin et al. v. Weststar Transportation, Inc.	Kern County Superior Court	BCV-18-101045	David R. Lampe
Josh Spier et al. v. Gibbs International, Inc.	Kern County Superior Court	BCV-19-101774-DRL	David R. Lampe
Raynisha Buntun et al. v. 1st Class Staffing et al.	San Joaquin County Superior Court	STK-CV-UOE-2018-15239	George J. Abdallah
Thomas Cuen v. Patriot Environmental Services, Inc.	Kern County Superior Court	BCV-18-102851	David R. Lampe
Sovann Touch v. Presidio Components	Kern County Superior Court	BCV-20-101005	David R. Lampe
Justin Janis et al. v. United Rentals (North America), Inc.	Kern County Superior Court	BCV-19-102692	David R. Lampe
Jeff Borghi v. Goldco Direct LLC dba Goldco Precious Metals	Ventura County Superior Court	56-2019-00533053-CU-OE-VTA	Jeffery G. Bennet
John Kula v. Markem-Imaje Corporation	San Bernardino County Superior Court	CIVDS1911687	Bryan F. Foster
Joseph Garza v. CIG Logistics (Continental Intermodal Group)	Kern County Superior Court	BCV-19-102776-SDS	Stephen Schuett
Robin Arnold v. Guranteed Rate, Inc.	Ventura County Superior Court	56-2019-00523081-CU-OE-VTA	Jeffery G. Bennet
Tyler Arciniega et al. v. Ony Glo, Inc. dba Mortgage Bankers	San Bernardino County Superior Court	CIVDS1901760	Brian S. McCarville
Erica Corona et al. v. Property West, Inc.	San Diego County Superior Court	37-2017-00028103-CU-OE-CTL	Ronald F. Frazier
AnnMarie Albanez v. Bank of Hope	Los Angeles County Superior Court	19STCV30577	Rafael A. Onkeko
Ernesto Perez v. Tri-Star Deying and Finishing, Inc.	Los Angeles County Superior Court	BC649292	Carolyn Kuhl
Kelly Lomeland v. Consolidated Fire Protection	Orange County Superior Court	30-2019-01056877-CU-OE-CXC	Glenda Sanders
Edward Cardenas v. Point Mortgage Corporation	San Diego County Superior Court	37-2018-00036627-CU-OE-CTL	Ronald F. Frazier
Patricial Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Justin Tourchette v. Finelite, Inc.	Alameda County Superior Court	RG19022885	Frank Roesch
Nathan Priess v. Fiore Management, LLC	Kern County Superior Court	BCV-20-100930-DRL	David R. Lampe
Paul Svinth v. Wastequip Manufacturing Company, LLC	Kern County Superior Court	BCV-17-102143-DRL	David R. Lampe
Marisol Coronado v. Adventist Health Medical Center Tehachapi et al.	Kern County Superior Court	BCV-19-102644	David R. Lampe
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Rodney Bianco et al. v. Fujitsu America, Inc.	Los Angeles County Superior Court	18STCV00254	Daniel Buckley
Mark Barnes v. American Financial Network	Orange County Superior Court	30-2017-00921175-CU-OE-CXC	William Claster
Alejandro Pichardon v. American Financial Network	Orange County Superior Court	30-2016-00880472-CU-OE-CXC	William Claster
Edgar Sanchez v. Sunpower Corporation	Kern County Superior Court	BCV-18-102563-SDS	Stephen Schuett
Keith Lacy v. Agro Merchants Oakland, LLC	Alameda County Superior Court	RG18909127	Brad Seligman
Joseph B. Williams v. Good Health, Inc. et al.	Los Angeles County Superior Court	19STCV14944	Elihu M. Berle
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jamie Garcia v. Argo Chemical, Inc.	Kern County Superior Court	BCV-18-102162	David R. Lampe
Cindy Johnson et al. v. Summit Funding, Inc.	Sacramento County Superior Court	34-2018-00237292	Shama H. Mesiwala
Paul Zavala v. Donaghy Sales, LLC	Kern County Superior Court	BCV-20-102005	David R. Lampe
Luis Pelayo v. Rancho Foods, Inc.	Los Angeles County Superior Court	20NWCV00359	Raul Sahagun
Joy Mathis v. Wintrust Mortgage a division of Barrington Bank & Trust Company N.A.	Los Angeles County Superior Court	18STCV01136	Amy Hogue
Antonesha Hoshaw v. Sutherland Healthcare Global Solutions	Los Angeles County Superior Court	19STCV33165	Carolyn Kuhl
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Robin Edwards et al. v. Heartland Payment Systems, Inc.	Los Angeles County Superior Court	BC606083	Daniel Buckley
Cesar Martinez v. Blue Dot Safes Corporation	Los Angeles County Superior Court	19PSCV00618	Gloria White-Brown
Sasha Ellis v. UDR LP et al.	Orange County Superior Court	30-2018-01022710-CU-OE-CXC	William Claster
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Victor Duron et al. v. Super Care, Inc.	Los Angeles County Superior Court	19STCV1479	Kenneth Freeman
Jenay Clayton et al. v. Land Home Financial Services, Inc.	Sacramento County Superior Court	34-2019-00258005-CU-OE-GDS	Shama H. Mesiwala
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO1327	David Cohn
Gina Davidson v. Augusta Financial, Inc.	Los Angeles County Superior Court	20CHCV00420	Melvin Sandvig

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Bob Vilitchai v. Ametek Programmable Power, Inc. et al.	San Diego County Superior Court	37-2015-00025968-CU-OE-CTL	Gregory W. Pollack
Carleton Hargrove v. San Diego County Credit Union (PAGA)	San Diego County Superior Court	37-2019-00049944-CU-OE-CTL	Joel R. Wohlfeil
Diego Ayala et al. v. J.C. Ford Company	Kern County Superior Court	BCV-20-102948-DRL	David R. Lampe
Francisco Munoz v. Bon Suisse, Inc.	San Diego County Superior Court	37-2018-00031675-CU-OE-CTL	Kenneth J. Medel
Frank Fernandez v. Confluent Medical Technologies, Inc.	Alameda County Superior Court	RG19012821	Brad Seligman
Monique Gonzalez v. Murad, LLC	Los Angeles County Superior Court	19STCV28937	Yvette M. Palazuelos
Elizabeth Stacy v. Branded Group, Inc.	Kern County Superior Court	BCV-21-100443-BCB	Bernard C. Barmann
Brittney Hart v. Zazzle, Inc.	San Mateo County Superior Court	20-CIV-01321	Nancy L. Fineman
Eric Williams v. Aetna, Inc. et al.	Alameda County Superior Court	RG19004083	Stephen Kaus
Lavelle Marshall v. Impossible Foods, Inc.	Alameda County Superior Court	RG20052303	Brad Seligman
Alphonso Rivera, et al. v. Love Automotive Group, Inc.	Kern County Superior Court	BCV-18-102730	David R. Lampe
Ron Ferguson adv. Alpha Petroleum Transport, Inc et al.	Kern County Superior Court	BCV-18-101446-BCB	Bernard C. Barmann
Lisa Ramirez et al. v. CareFusion Resources, LLC et al.	San Diego County Superior Court	37-2018-0058078-CU-OE-CTL	Ronald F. Frazier
Kevin Lor v. Antech Diagnostics, Inc (PAGA)	Sacramento County Superior Court	34-2020-00282790	Shama H. Mesiwala
Ashley Simms v. John Stewart Company	Alameda County Superior Court	HG19028122	Paul D. Herbert
Nestor Bulle v. Killion Industries, Inc	San Diego County Superior Court	37-2020-00018510-CU-OE-CTL	Timothy B. Taylor
Vanessa Samaniego v. Sanmina Corporation	Kern County Superior Court	BCV-20-102817	Bernard C. Barmann
Daniel Sonico v. Ji Medical, Inc. adv. Ramat	Alameda County Superior Court	RG20062766	Evelio Grillo
Christina Signh v. Ryzen Solutions	Alameda County Superior Court	RG19039158	Frank Roesch
Joseph Fox v. Crunch, LLC	Sacramento County Superior Court	34-2020-00276101-CU-OE-GDS	Richard K. Sueyoshi
Alexander Hernandez v. Saint Gobain Performance Plastics Corporation	Orange County Superior Court	30-2020-01142388-CU-OE-CXC	Randall J. Sherman
Randall Cowen v. Everett Financial, Inc dba Supreme Lending	Sacramento County Superior Court	34-2018-00247289-CU-OE-GDS	Shama H. Mesiwala
Jerome Oswald v. L.A. Turbine	Los Angeles County Superior Court	20STCV33496	Carolyn B. Kuhl
Dyron Dorsey v. Kruger Foods, Inc.	San Joaquin County Superior Court	STK-CV-UOE-2020-0002099	Erin Guy Castillo
Garner adv. Inter-State Oil Company adv. Garner	AAA	1-21-0003-6413	Kenneth H. Yoon
Alyssa Webb-Bruner v. RA Medical Systems, Inc.	San Diego County Superior Court	37-2019-00066232-CU-OE-CTL	James A. Mangione
Janine Salinas v. Change Healthcare Technology Enabled Services, LLC	Ventura County Superior Court	56-2020-00539300	Mark Borrell
John Hernandez et al. v. Triangle Distributing Co.	Los Angeles County Superior Court	20STCV13172	Maren Nelson
Rason Williams v. National Construction Rentals, Inc	Alameda County Superior Court	RG20075904	Brad Seligman
Gina Massenzo v. Bachem Americas, Inc.	Los Angeles County Superior Court	20TRCV00591	Gary Y. Tanaka
Itxel Toribio v. ITT Aerospace Controls, LLC	Los Angeles County Superior Court	19STCV17469	Kenneth R. Freeman
Lanzell Smith Jr. v. American Campus Communitates, Inc.	Sacramento County Superior Court	34-2020-00280934	Shama H. Mesiwala
Randy Munoz v. Osram Sylvania Inc., et al.	Sacramento County Superior Court	34-2020-00284677	Judith S. Craddick
Arlene Bandril et al. v. Plastikon Industries	Alameda County Superior Court	RG19038227	Brad Seligman
Kijana Wicker v. ASC Profiles LLC (PAGA)	Sacramento County Superior Court	34-2019-00270803-CU-OE-GDS	Judith S. Craddick
Janet Ugale et al. v. Allen Distribution, LP	San Joaquin County Superior Court	STK-CV-UOE-2020-0005807	Barbara Kronlund
Angela Burmuyan v. Weck Analytical Environmental Services, Inc.	Los Angeles County Superior Court	20STCV30871	William F. Highberger
Rick Beltran v. Stremicks Heritage Foods, LLC	Orange County Superior Court	30-2019-01043445-CU-OE-CXC	Peter Wilson
Luis Searls v. Central Valley Eggs LLC	Kern County Superior Court	BCV-20-101910-JEB	J. Eric Bradshaw
Elisala Tela v. Metrocell Constrution, Inc. (PAGA)	San Bernardino County Superior Court	CIVDS1918537	David Cohn
Nina Brooks v. Action Property Management, Inc. (PAGA)	Los Angeles County Superior Court	BC562417	Daniel J. Buckley
Joshua Mendoza v. Savage Services Corporation	Los Angeles County Superior Court	18STCV04798	Daniel J. Buckley
Eddie Fulinara v. Genmark Diagnostics, Inc.	San Diego County Superior Court	37-2019-00000877-CU-OE-CTL	Ronald F. Frazier
Janine Salinas v. Jafra Cosmetics International, Inc.	Los Angeles County Superior Court	20STCV04284	Carolyn Kuhl
Joseph Hernandez v. Buttonwillow Warehouse Company, Inc.	Kern County Superior Court	BCV-19-100202-BCB	Bernard C. Barmann
Zulema Diaz v. Roxbury Surgery Center, LLC, et al.	Los Angeles County Superior Court	20STCV46531	Mel Red Recana
Daniel Rodriguez v. Means Engineering, Inc.	San Diego County Superior Court	37-2020-00024397-CU-OE-CTL	Katherine Bacal
Erika Martinez v. N.A.F.T.A Distributors	San Bernardino County Superior Court	CIVDS1938970	David Cohn
Juan Gomez v. IHI Power Services Corp.	Merced County Superior Court	20CV-02657	Brian McCabe
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Brian Perez, et al. v. Merit Aluminum, Inc.	Riverside County Superior Court	RIC1904580	Sunshine S. Sykes
Jacob Schumacher, et al. v. Georgia Pacific Corrugated LLC	Central District Federal Court	CV 19-8632-DMG (AFMx)	Dolly M. Gee
Gerald Angeles, et al., v. iKrusher, Inc.	Contra Costa County Superior Court	MSC20-01312	Edward Weil
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Buck Walsh, et al., v. Tandem Diabetes Care, Inc.	San Diego County Superior Court	A281153-48	Joan M. Lewis
Michane Greene v. Information Resources, Inc. d/b/a Scanscape	San Bernardino County Superior Court	CIVSB2024620	David Cohn
Francesca Burke, et al., v. Old Republic Home Protection Company, Inc., et al.	Contra Costa County Superior Court	MSC20-02203	Edward G. Weil
Shonie Shoemaker v. Broken Arrow Communications, Inc.	Merced County Superior Court	21CV-03517	Brian McCabe
David Pena v. San Joaquin Supply dba Ernest Packaging	Los Angeles County Superior Court	19STCV43500	Amy D. Hogue
Blain Smith, et al. v. KS Industries, L.P.	Kern County Superior Court	S-1500-CV-284188-BCB Consolidated with BCV-21-101300	Bernard C. Barmann
Daniel Ybanez v. Navy Federal Credit Union	San Diego County Superior Court	37-2019-00016815-CU-OE-CTL	Gregory W. Pollack
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Devon Zabalza v. Customized Distribution Services, Inc.	San Bernardino County Superior Court	CIVDSI931371	David Cohn
Adedeji Adejobi v. Nulaid Foods, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2020-0008625	Barbara Kronlund

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Robert Enriquez v. Global Modular, Inc.	Merced County Superior Court	20CV-03162	Brian McCabe
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Liduvina Jurado v. Gallo Cattle Company	Merced County Superior Court	18CV-01342	Brian McCabe
Aharon Spry, et al. v. Prime Lube, Inc. et al.	San Bernardino County Superior Court	CIVDS2018738	David Cohn
Gorge Monjaraz v. H & U, Inc. d/b/a Sun Noodle California, LLC	Los Angeles County Superior Court	20MCV00285	Thomas D. Long
Eileen Velasquez, et al. v. Hi-Temp Insulation, Inc.	Merced County Superior Court	21CV-02505	Brian McCabe
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Mario Ceja v. Silvergate Bank	San Diego County Superior Court	37-2020-0016207-CU-OE-CTL	Ronald F. Frazier
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Sean Hammond, et al. v. Paul Durham Electric, Inc. fka Harold E. Nutter & Son, Inc.	Sacramento County Superior Court	34-2020-00291142-CU-OE-GDS	Christopher Krueger
Fateema Brown v. Fair Oaks Estates, Inc.	Sacramento County Superior Court	34-2020-00278787	Richard Sueyoshi
Charisma Coleman, et al. v. H&E Equipment Services, Inc. et al.	Alameda County Superior Court	RG20069157	Brad Seligman
Daria Regester, et al. v. The Jackson Laboratory dba The Jackson Laboratory, West	Sacramento County Superior Court	34-2021-00310014-CU-OE-GDS	Christopher E. Kreugar
Theresa Romandia v. Mattson Technology, Inc.	Alameda County Superior Court	RG20053121	Brad Seligman
Christopher Luque, et al. v. Glovis America, Inc.	Ventura County Superior Court	56-2021-00550720-CU-OE-VTA	Jeffrey G. Bennett
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Stacey Collins v. Mobile Medical Examination Services, LLC dba MEDXM, et al.	Orange County Superior Court	30-2020-01130693-CU-OE-CXC	Glenda Sanders
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Kevin McNeil, et al. v. KIK International, LLC., et al.	San Bernardino County Superior Court	CIVDS1915438	Bryan F. Foster
Jose Lozano v. Peterson Brothers Consutruction, Inc.	Merced County Superior Court	22CV-00103	Brian McCabe
Sterling Skinner v. MoreFlavor, Inc.	Alameda County Superior Court	RG20084231	Brad Seligman
Tom Tesene v. Serrato- McDermott, Inc. dba Allied Auto Stores	Alameda County Superior Court	RG21090589	Brad Seligman
Joseph Jimenez v. Makita USA, Inc.	Los Angeles County Superior Court	20STCV21732	Lawrence P. Riff
Tiffany Gaston, et al. v. Onrad, Inc.	Riverside County Superior Court	RIC2004221	Craig Riemer
Brittany Dam v. Rubber-Cal, Inc.	Orange County Superior Court	30-2020-01176087-CU-OE-CXC	Peter Wilson
Justin Avalos v. Indio Products, Inc.	Los Angeles County Superior Court	20STCV40470	Elihu M. Berle
Gene Weber v. Sunrise Medical (US) LLC	Merced County Superior Court	20CV-01461	Brian McCabe
Roberto Flores v. Rivermaid Trading Company	San Joaquin County Superior Court	STK-CV-UOE-2020-0008623	Jayne Lee
Tom Tesene v. Bossard, Inc.	Alameda County Superior Court	RG21088612	Frank Roesch
Jose Rivera, et al. v. Acco Brands Corporation, et al.	San Bernardino County Superior Court	CIVDS2020490	David Cohn
Katrina Trester, et al. v. Delicato Vineyards	San Benito County Superior Court	CU-22-00016	J. Omar Rodriguez
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Alfredo Salas v. Golden Specialty Foods, LLC	Merced County Superior Court	22CV-00393	Brian McCabe
Alan Childs, et al. v. Dal Chem, Inc. dba Alexis Oil Company	Riverside County Superior Court	CVRI2100684	Craig Riemer
Wesley v. Premier Equipment Rental, Inc.	Kern County Superior Court	BCV-20-101-858-BCB	Bernard C. Barmann
Jamesha Burns v. A.M. Castle & Co.	Los Angeles County Superior Court	20STCV45602	Carolyn B. Kuhl
Luis Miranda v. New Pride Tire, Inc. et al.	Alameda County Superior Court	RG20063513	Stephen Kaus
Marion Schwarz, et al. v. TriWest Healthcare Alliance Corp.	Sacramento County Superior Court	34-2019-00272292-CU-OE-GDS	Jill H. Talley
Robin Quiusky v. Intevac, Inc.	Santa Clara County Superior Court	20CV368343	Sunil R. Kulkarni
Andrew McEathron, et al. v. Ahern Rentals, Inc.	Alameda County Superior Court	RG17867366	Stephen Kaus
Alejandro Munoz v. Sierra Circuits, Inc. et al.	Santa Clara County Superior Court	21CV386080	Sunil R. Kulkarni
Marco Rodriguez v. HYM Engineering, Inc.	Los Angeles County Superior Court	21STCV24146	Carolyn B. Kuhl
Sarah Gomez, et al. v. Townsend Industries, Inc.	Kern County Superior Court	BCV-19-100608	Bernard C. Barmann
Neil Fraser, et al. v. Valley Power Systems, Inc. et al.	Los Angeles County Superior Court	20STCV00279	Carolyn B. Kuhl
Janine Nelson v. Captek Softgel International, Inc.	Los Angeles County Superior Court	20STCV21184	Elihu M. Berle
Matthew Cordova v. Jakks Pacific, Inc.	Los Angeles County Superior Court	22PSCV00149	Salvatore Sirna
Jimmy Arroyo v. Bentley Mills, Inc.	Los Angeles County Superior Court	20PSCV00789	Salvatore Sirna
Jasfer Nepomuceno, et al. v. Portfolio Recovery Associates, LLC	San Diego County Superior Court	37-2021-00006651-CU-OE-CTL	Richard S. Whitney
Zaid Hassan, et al. v. Westpac Labs, Inc.	San Diego County Superior Court	37-2021-00087222-CU-OE-CTL	James A. Mangione
Douglas Nguyen v. Brenner-Fiedler & Associates, Inc.	Riverside County Superior Court	CVRI2100690	Craig Riemer
Ruth Ferrara, et al. v. South Coast Winery, Inc. et al.	Riverside County Superior Court	CVRI2101920	Harold W. Hopp
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Marilou Ower, et al. v. Omni Family Health	Kern County Superior Court	BCV-19-101512	J. Eric Bradshaw
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Damian Crockett, et al. v. Custom Bilt Holdings, LLC	Sacramento County Superior Court	34-2020-00285868-CU-OE-GDS	Jill H. Talley
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Shawn Lawson v. ACF Components & Fastners, Inc.	Alameda County Superior Court	RG20083855	Frank Roesch
Adrian Escobedo v. Ameripac, Inc.	Orange County Superior Court	30-2020-01170846-CU-OE-CXC	Peter Wilson
Rina Beltran, et al. v. San Diego County Credit Union	San Diego County Superior Court	37-2019-00015722-CU-OE-CTL	Kenneth J. Medel
Martin Moreno, et al. v. Waiter.com, Inc.	Santa Clara County Superior Court	20CV369926	Theodore C. Zayner
Veronica Silva v. Corodata Corporation, et al.	San Diego County Superior Court	37-2020-00033872-CU-OE-CTL	Timothy Taylor
Carlos Marroquin v. Pacific Spice Company, Inc.	Los Angeles County Superior Court	21STCV03659	Lawrence P. Riff
Marvin King v. Irwin International, Inc. dba Aircraft Spruce and Specialty, Co.	Riverside County Superior Court	CVRI2100045	Harold W. Hopp

Cases	Court	Case Number	Judge
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 Consolidated with S-CV-0046676	Michael Jones
Steven Hammer v. Daylight Foods, Inc., et al.	Santa Clara County Superior Court	21SC378146	Sunil R. Kulkarni
Eric Shadinger v. Wesco Distribution, Inc.	Sacramento County Superior Court	34-2021-00298583-CU-OE-GDS	Jill H. Talley
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Alyssa Mendoza, et al. Olde Thompson, LLC, et al.	Ventura County Superior Court	56-2021-00554385-CU-OE-VTA	Benjamin Coats
Ramon Cordova v. Ramko Injection, Inc.	Riverside County Superior Court	CVSW2001409	Craig Riemer
AnnMarie Albanez v. OCMBC, Inc. dba Loanstream Mortgage	Orange County Superior Court	30-2019-01078636-CU-OE-CXC	Lon F. Hurwitz
Paul Blevins v. Markstein Beverage Co. of Sacramento	San Joaquin County Superior Court	STK-CV-UOE-2022-0011667	Robert T. Waters
Oscar Benitez, et al. v. Medtronic, Inc., et al.	Orange County Superior Court	30-2019-01069185-CU-OE-CXC	Peter Wilson
Jesus Piedra, et al. v. Chem Mark of Long Beach, Inc.	Los Angeles Superior Court	21STCV06005	Yvette M. Palazuelos
Andre Markham v. CCL Tube Inc.	Los Angeles Superior Court	20STCV40725	Elihu M. Berle
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Eric Wade v. Steel Unlimited, Inc.	Riverside County Superior Court	CVRI2103751	Harold W. Hopp
Cheryl Black, et al. v. Seabreeze Management Company, Inc. et al.	Kern County Superior Court	BCV-20-101627	Bernard Barmann, Jr.
Adam Loera, et al. v. TruGreen, Inc., et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0005745	Barbara Kronlund
Serena Jones v. Amada Weld Tech, Inc f/k/a Amada Miyachi America, Inc.	Los Angeles County Superior Court	21STCV33989	David S. Cunningham III
Antonio Gonzales v. Keeco, LLC	Riverside County Superior Court	CVRI2104851	Harold W. Hopp
Laura Ibarra v. Ajinomoto Althea, Inc. dba Ajinomoto Bio-Pharma Services	San Diego County Superior Court	37-2022-00008619-CU-0E-CTL	James A. Mangione
Steven DelCorso, et al. v. ITS Technologies & Logistics, LLC, et al.	San Bernardino County Superior Court	CIVSB2128129	David Cohn
Michael Grebe, et al. v. Mary Ann's Baking Co Inc.	Sacramento County Superior Court	34-2020-00285254-CU-OE-GDS	Jill H. Talley

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiffs Maho Lazo, Stephanie Bitetti, Amar Khatib, Kathy Thai, Michele Thorne, and Anthony Diaz (“Plaintiffs,” “Plaintiff Lazo,” “Plaintiff Bitetti,” “Plaintiff Khatib,” “Plaintiff Thai,” “Plaintiff Thorne,” and “Plaintiff Diaz”) and Defendants Proterra, Inc. and Proterra Operating Company, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendants captioned *Lazo v. Proterra Operating Company, Inc.* initiated by Plaintiff Lazo on August 19, 2021, and pending in Superior Court of the State of California, County of Los Angeles (Case Number 21STCV30663), which includes as named Plaintiffs Khatib, Bitetti, Thai, Thorne, and Diaz, and as named Defendants Proterra, Inc. and Proterra Operating Company, Inc.
2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employee” means all persons who worked for Defendants in California as hourly paid or non-exempt employees during the PAGA Period.
5. “Class” means all persons who worked for Defendants in California as hourly paid or non-exempt employees during the Class Period.
6. “Class Counsel” means Justice Law Corporation and Wilshire Law Firm, PLC.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. “Class Period” means the period from April 3, 2017 to December 19, 2022.
13. “Class Representatives” means the named Plaintiffs in the operative First Amended Complaint in the Action seeking Court approval to serve as the Class Representatives.
14. “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
15. “Court” means the Superior Court of California, County of Los Angeles.
16. “Defendants” means the named Defendants Proterra, Inc. and Proterra Operating Company, Inc.
17. “Defense Counsel” means Greenberg Traurig, LLP.
18. “Effective Date” means the later of the following dates: (a) if the Settlement has received Final Approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then the date the Court’s order of final approval of the Settlement; (b) if one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the trial court’s order of Final Approval of the Settlement, without a timely appeal having been filed; or (c) if a timely appeal of the Court’s order of Final Approval has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the trial court’s Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
19. “Final Approval” means the Court’s order granting final approval of the Settlement.
20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
21. “Gross Settlement Amount” means \$856,500 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service

Payments, Administration Expenses Payment, and \$106,500 in *Pick Up Stix* settlement credit.

22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
26. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
27. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Individual PAGA Payments; (b) LWDA PAGA Payment; (c) Class Representative Service Payments; (d) Class Counsel Fees Payment; (e) Class Counsel Litigation Expenses Payment; and (f) Administration Expenses Payment. A *Pick Up Stix* settlement credit of \$106,500 will also be deducted from the Gross Settlement Amount when calculating the Net Settlement Amount. The remainder is to be paid to Participating Class Members as Individual Class Payments.
28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
30. “PAGA Period” means the period from May 11, 2020 to December 19, 2022.
31. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698. *et seq.*).
32. “PAGA Notices” means Plaintiffs’ letters to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a).
33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and the twenty-five percent (25%) to the Aggrieved Employees in settlement of PAGA claims.

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34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. “Plaintiffs” means Maho Lazo, Stephanie Bitetti, Amar Khatib, Kathy Thai, Michele Thorne, and Anthony Diaz, the named plaintiffs in the Action.
36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
38. “Released Class Claims” means the claims being released as described in Section E.2. below.
39. “Released PAGA Claims” means the claims being released as described in Section E.3. below.
40. “Released Parties” means Defendants and all their subsidiaries, affiliates, predecessors, successors, and related entities, and each of their respective officers, directors, employees, fiduciaries, trustees, agents, and insurance and benefits plans.
41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
43. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.
44. “Workweek” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

B. RECITALS.

1. Plaintiff Bitetti provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions on May 11, 2021. Plaintiff Lazo provided written notice to the LWDA and Defendants on August 12, 2021. Plaintiff Diaz provided written notice to the LWDA and Defendants on October 1, 2021. Plaintiff Thorne provided written notice to the LWDA and Defendants on October 12, 2021. Finally, Plaintiff Thai provided written notice to the LWDA and Defendants on October 20, 2021.

2. On August 11, 2021, Plaintiff Bitetti filed a representative PAGA action against Defendants in the Superior Court of California, County of Los Angeles (Case No. 21STCV29732). On August 19, 2021, Plaintiff Lazo filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of Los Angeles, alleging similar violations (Case No. 21STCV30663). On September 30, 2021, Plaintiff Khatib filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of Humboldt, alleging similar violations that was later transferred to San Mateo County (Case No. 22-CIV-01447).
3. On October 20, 2022, the Parties remotely attended mediation with Mark S. Rudy that resulted in a global settlement, subject to the Court's approval.
4. In line with the settlement, Plaintiff Lazo filed a First Amended Complaint in the Superior Court of California, County of Los Angeles, adding Plaintiff Bitetti, Plaintiff Khatib, Plaintiff Thai, Plaintiff Thorne, and Plaintiff Diaz as additional plaintiffs. Plaintiff Lazo's First Amended Complaint also added the following cause of action: violation of Labor Code section 2698, *et seq.* (PAGA) ("Operative Complaint").
5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
6. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendants produced hundreds of documents relating to their policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, meal and rest break policies, and payroll, timekeeping, and operational policies. As part of Defendants' production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also interviewed Class Members who worked for Defendants throughout the Class Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
7. The Court has not yet granted class certification.
8. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendants promise to pay \$856,500 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in

Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - a. To Plaintiffs: Class Representative Service Payments of no more than \$7,500 each Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for the Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
 - b. To Class Counsel: A Class Counsel Fees Payment of not more than \$285,500 (1/3 of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
 - c. To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount.

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- d. To Each Participating Class Member: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
 - iii. Effect of the *Pick Up Stix* Settlement Credit on Individual Class Payments: Class Members who received a prior individual settlement in October 2022 related to the claims raised in the lawsuits will receive a credit for their prior amount received, which will be subtracted from their settlement checks.
- e. To the LWDA and Aggrieved Employees: PAGA Penalties in the sum of \$40,000 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$30,000) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$10,000) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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- f. Pick Up Stix Settlement Credit: A credit of \$106,500 for which Defendants paid Class Members during the pendency of the lawsuits through a *Pick Up Stix* settlement will be deducted from the Gross Settlement Amount.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and Pay Periods. Based on a review of their records to date, Defendants estimate there are 344 Class Members who worked a total of 22,188 Workweeks, and 195 Aggrieved Employees who worked a total 7,151 of PAGA Pay Periods.
2. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount by transmitting the funds to the Administrator within fourteen (14) calendar days the Effective Date.
3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notices were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.

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- c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient Legal Aid At Work, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subd. (b).
- d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

E. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in Plaintiffs’ PAGA Notices (“Plaintiffs’ Release”). Plaintiffs also agree not to disparage Defendants in any manner or in any medium. Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.
 - a. Plaintiffs’ Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

2. Release by Participating Class Members Who Are Not Aggrieved Employees. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint that occurred during the Class Period and ascertained during the Action. Except as set forth in Section E.3. of

this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

3. Release by Non-Participating Class Members Who Are Aggrieved Employees. All Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notices that occurred during the PAGA Period and were ascertained during the Action.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Defendants' Responsibilities. Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendants shall aver they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
2. Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (a) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (b) a draft proposed of the Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) a draft of the proposed Class Notice; (d) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendants, or Defense Counsel; (e) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (f) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (g) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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- a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments shall not operate to terminate or cancel this Agreement.
 - b. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - c. Defendants agree they will not oppose Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Parties' Settlement Agreement.
3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
 4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

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3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
 - b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice substantially in the form attached to this Agreement as **Exhibit A** via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
 - d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most current address obtained.
 - e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is

remailed. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.

- f. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable susceptible to challenge.
- c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2. and Section E.3. of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.

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- d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.
6. Challenges to Calculation of Workweeks and PAGA Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
7. Objections to Settlement.
 - a. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.
 - b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any fact that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
 - c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed).
8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- a. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (i) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (ii) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion.
- d. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- e. Administrator’s Declaration. No later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion from Settlement it received (both valid or invalid); (vi) number of written objections received; and (vii) Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties

and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- f. Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate, as of the date of this Settlement Agreement, there are: (1) 344 Class Members who worked a total of 22,188 Workweeks; and (2) 195 Aggrieved Employees who worked a total 7,151 of PAGA Pay Periods. If the number of Workweeks worked by the Class Members increases by more than ten percent (10%) (or 2,219) then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 24,407 multiplied by the workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount by 22,188 Workweeks. The Parties agree the workweek value is \$38.60 (\$856,500 / 22,188 workweeks). Thus, for example, should there be 25,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$22,889.80 ((25,000 workweeks – 24,407 workweeks) x (\$38.60 workweek value)).

I. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten (10%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendants will remain responsible for paying all settlement administration costs incurred to that point. Defendants must notify Class Counsel and the Court of its selection to withdraw no later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order, and a proposed Judgment.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted. Moreover, nothing in this Agreement

should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. This Agreement and Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Class Counsel reserve the right to encourage Class Members to participate in the Settlement. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendants to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and

electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

Benjamin H. Haber
Justin F. Marquez
Arrash T. Fattahi
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
(Tel) (213) 381-9988
(Fax) (213) 381-9989
benjamin@wilshirelawfirm.com
justin@wilshirelawfirm.com
afattahi@wilshirelawfirm.com

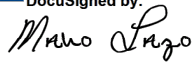
To Defendants:

Ronald Holland
Erik Christensen
Greenberg Traurig, LLP
101 Second St., Suite 2200
San Francisco, California 94105
(Tel) (415) 655-1300
(Fax) (415) 707-2010
Ron.Holland@gtlaw.com
Erik.Christensen@gtlaw.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
19. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 4/20/2023 _____

Maho Lazo

DocuSigned by:
By: 
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Dated: 4/21/2023 _____

Stephanie Bitetti

DocuSigned by:
By: 
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Dated: _____

Amar Khatib

By: _____

Dated: _____

Kathy Thai

By: _____

Dated: _____

Michele Thorne

By: _____

Dated: _____

Anthony Diaz

By: _____

Dated: _____

Justice Law Corporation

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiffs

Dated: _____ **Maho Lazo**

By: _____

Dated: _____ **Stephanie Bitetti**

By: _____

Dated: 04/18/2023 _____ **Amar Khatib**

By: *Amar Khatib* _____

Dated: 04/26/2023 _____ **Kathy Thai**

By: *K. Thai* _____

Dated: 04/18/2023 _____ **Michele Thorne**

By: *Michele R Thorne* _____

Dated: 04/28/2023 _____ **Anthony Diaz**

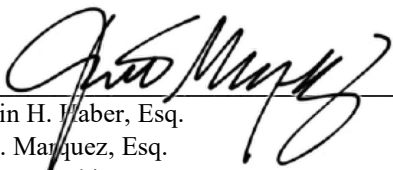
By: *Anthony Diaz* _____

Dated: April 28, 2023 _____ **Justice Law Corporation**

By: *D. Han* _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiffs

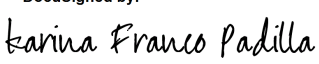
Dated: 4/21/2023

Wilshire Law Firm

By: 
Benjamin H. Waber, Esq.
Justin F. Marquez, Esq.
Arrash T. Fattahi, Esq.
Attorneys for Plaintiffs

Dated: 5/14/2023

Proterra, Inc.

DocuSigned by:

By:  B179E270D0744BB...
On behalf of Proterra, Inc.

Dated: 5/14/2023

Proterra Operating Company, Inc.

DocuSigned by:

By:  B179E270D0744BB...
On behalf of Proterra Operating Company, Inc.

Dated: 05/15/2023

Greenberg Traurig, LLP


By: _____
Ronald Holland, Esq.
Erik Christensen, Esq.
Attorneys for Defendants

Certificate Of Completion

Envelope Id: 04CE401920A740C4BE6F1384AEF3AAF8

Status: Completed

Subject: Complete with DocuSign: 2023_04_28_Settlement Agreement_Partially Executed(Proterra Inc. adv. K...

Source Envelope:

Document Pages: 24

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Eva Brown

AutoNav: Enabled

1815 Rollins Rd

Envelope Stamping: Enabled

Burlingame, CA 94010

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

ebrown@proterra.com

IP Address: 216.14.2.242

Record Tracking

Status: Original

Holder: Eva Brown

Location: DocuSign

5/11/2023 1:31:57 PM

ebrown@proterra.com

Signer Events

Karina Franco Padilla

kfrancopadilla@proterra.com

Chief Financial Officer

Proterra

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

B179E270D0744BB...

Signature Adoption: Pre-selected Style

Using IP Address: 174.216.9.13

Signed using mobile

Timestamp

Sent: 5/11/2023 1:34:14 PM

Viewed: 5/14/2023 10:15:24 AM

Signed: 5/14/2023 10:15:53 AM

Electronic Record and Signature Disclosure:

Accepted: 5/14/2023 10:15:24 AM

ID: 18bd4717-09ea-404c-9c2c-9c17d110092c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jeff Mitchell

JMitchell@Proterra.com

Interim General Counsel

Proterra, Inc.

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/11/2023 1:34:14 PM

Viewed: 5/11/2023 1:37:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/11/2023 1:34:14 PM

Certified Delivered

Security Checked

5/14/2023 10:15:24 AM

Signing Complete

Security Checked

5/14/2023 10:15:53 AM

Completed

Security Checked

5/14/2023 10:15:53 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Lazo v. Proterra Operating Company, Inc. (Case No. 21STCV30663)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Proterra, Inc. and Proterra Operating Company, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Maho Lazo, Stephanie Bitetti, Amar Khatib, Kathy Thai, Michele Thorne, and Anthony Diaz, former employees of Defendants (“Plaintiffs”). The Action seeks payment of: (1) unpaid wages and penalties for a class of persons who worked for Defendants in California as hourly paid or non-exempt employees during the period from April 3, 2017 to December 19, 2022 (“Class,” “Class Members,” “Class Period”); and (2) penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all persons who worked for Defendants in California as hourly paid or non-exempt employees during the period from May 11, 2020 to December 19, 2022 (“Aggrieved Employees” and “PAGA Period”).

The settlement has two (2) main parts: (1) Class Settlement requiring Defendants to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendants to fund Individual PAGA Payments.

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] Pay Periods during the PAGA Period. If you believe you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

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1. **Do Nothing.** You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendants. Moreover, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the settlement.

Defendants won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants covered by this settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section 6 of this Class Notice. You cannot opt-out of the PAGA portion of the settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Class Notice.
You Can Participate in the Final Approval Hearing	Final Approval Hearing The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or

	by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Class Notice. See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiffs are represented by attorneys Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation and Benjamin H. Haber, Justin F. Marquez, and Arrash T. Fattahi of Wilshire Law Firm.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating an to end the case by agreement (settled the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to the Court's Final Approval. Both sides agree the settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe: (1) Defendants agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$856,500 as the Gross Settlement Amount. Defendants agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
 - a. Assuming the Court grants Final Approval, Defendants shall fund the Gross Settlement Amount by transmitting the funds to the Administrator within fourteen (14) calendar days the Effective Date.
 - b. "Effective Date" means the later of the following dates: (i) if the Settlement has received Final Approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, then the date the Court's order of final approval of the Settlement; (ii) if one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the trial court's order of Final Approval of the Settlement, without a timely appeal having been filed; or (iii) if a timely appeal of the Court's order of Final Approval has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the trial court's Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$285,500 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$30,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500 to each Plaintiff as their Class Representative Service Payments (totaling \$45,000) for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$20,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.

- d. Up to \$40,000 for PAGA Penalties, seventy-five percent (75%) of which (\$30,000) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$10,000) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
 - e. A credit of \$106,500 for which Defendants paid Class Members during the pendency of the lawsuits through a *Pick Up Stix* settlement.
3. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
4. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
6. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient Legal Aid At Work.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s: (a) full name; (b) present address; (c) email address or telephone number; and (d) simple statement electing to be excluded from the Settlement.

Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

- a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendants will not pay any money; and (b) Class Members will not release any claims against Defendants.
9. Administrator. The Court has appointed a neutral company CPT Group, Inc. ("Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Class Notice.
10. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement Agreement. This means unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by the Settlement Agreement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint that occurred during the Class Period and ascertained during the Action. Except as set forth in Section E.3. of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
11. Aggrieved Employees' PAGA Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved

Employees, including those who are Participating Class Members and those who are Non-Participating Class Members, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by the Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

- a. All Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notices that occurred during the PAGA Period and were ascertained during the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Class Notice has the Administrator's contact information.
 - a. You must support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service (“USPS”) mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. Effect of the *Pick Up Stix* Settlement Credit on Individual Class Payments. Class Members who received a prior individual settlement in October 2022 related to the claims raised in the lawsuits will receive a credit for their prior amount received, which will be subtracted from their settlement checks.
4. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator’s contact information.**

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Lazo v. Proterra Operating Company, Inc.* (Case No. 21STCV30663), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Class Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what the Parties are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair; and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments stating: (a) the amount Class Counsel is requesting as the Class Counsel Fees Payment and Class Counsel Litigation Expenses; and (b) the amount Plaintiffs are requesting as the Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view these documents on the Administrator’s website [REDACTED] or the Court’s website <https://www.lacourt.org/casesummary/ui/>.

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A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Lazo v. Proterra Operating Company, Inc.* (Case No. 21STCV30663) and include your full name, present address, email address or telephone number, and signature. Section 9 of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Class Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 9 of the Los Angeles County Superior Court (Spring Street Courthouse) located at 312 North Spring Street Los Angeles, California 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>) to ensure social distancing compliance. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court's website by going to <https://www.lacourt.org/casesummary/ui/> and entering the Case No. 21STCV30663. You can also go to the Court in person at the address listed in Section 8 of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
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Pasadena, California 91103
(Tel) (818) 230-7502

(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

Benjamin H. Haber
Justin F. Marquez
Arrash T. Fattahi
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
(Tel) (213) 381-9988
(Fax) (213) 381-9989
benjamin@wilshirelawfirm.com
justin@wilshirelawfirm.com
afattahi@wilshirelawfirm.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3



Justice Law Corporation <info@justicelawcorp.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Fri, Oct 1, 2021 at 12:25 PM

To: "info@justicelawcorp.com" <info@justicelawcorp.com>

10/1/2021

LWDA Case No. LWDA-CM-846963-21

Law Firm : Justice Law Corporation

Plaintiff Name : Anthony Diaz

Employer: Proterra, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4



Justice Law Corporation <info@justicelawcorp.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "info@justicelawcorp.com" <info@justicelawcorp.com>

Tue, Oct 12, 2021 at 10:24 AM

10/12/2021

LWDA Case No. LWDA-CM-848220-21
Law Firm : Justice Law Corporation
Plaintiff Name : Michele R. Thorne
Employer: Proterra, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5



Justice Law Corporation <info@justicelawcorp.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "info@justicelawcorp.com" <info@justicelawcorp.com>

Wed, Oct 20, 2021 at 12:17 PM

10/20/2021

LWDA Case No. LWDA-CM-849264-21
Law Firm : Justice Law Corporation
Plaintiff Name : Kathy Thai
Employer: Proterra, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 6



Sophia Hanneyan <shanneyan@justicelawcorp.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: shanneyan@justicelawcorp.com

Mon, Mar 27, 2023 at 11:58 AM

03/27/2023 11:58:00 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 7



Sophia Hanneyan <shanneyan@justicelawcorp.com>

Thank you for your Court Complaint Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: shanneyan@justicelawcorp.com

Mon, Mar 27, 2023 at 12:07 PM

03/27/2023 12:07:37 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 8



Sophia Hanneyan <shanneyan@justicelawcorp.com>

Thank you for your Court Complaint Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: shanneyan@justicelawcorp.com

Mon, Mar 27, 2023 at 12:03 PM

03/27/2023 12:03:17 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 9



Justice Law Corporation <info@justicelawcorp.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: info@justicelawcorp.com

Tue, May 30, 2023 at 4:07 PM

05/30/2023 04:06:55 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm