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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SHASTA

JAMES M. CONLEY, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SISKIYOU FOREST PRODUCTS, a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: 195819

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: May 23, 2022
Hearing Time: 8:30 a.m.

Judge: Hon. Stephen H. Baker
Dept.: 3

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am an attorney at the Zakay Law Group, APLC and co-lead counsel of record for
3 Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings and history of the
4 matter. The following facts are within my own personal knowledge, and if called as a witness, I
5 could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff JAMES M.
7 CONLEY (“Plaintiff”) for an order: (1) preliminarily approving the proposed settlement of the
8 Action with Defendant SISKIYOU FOREST PRODUCTS (“Defendant”); (2) approving the form
9 and method for providing class-wide notice; (3) directing that notice of the proposed settlement be
10 given to the class; and (4) scheduling a final approval hearing date to consider Plaintiff’s motion
11 for final approval of the settlement and entry of the Judgment, and Plaintiff’s motion for approval
12 of attorneys’ fees and litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully
13 executed Stipulation of Settlement of Class Action Claims and Release of Claims (the
14 “Agreement”) along with exhibits thereto. This Declaration incorporates by reference the
15 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
16 in the Agreement.

17 3. The “**Class Members**” and “**Class Period**” shall mean with respect to the class, all
18 of defendant SISKIYOU FOREST PRODUCTS (“Defendant”) current and former non-exempt
19 employees employed in California September 14, 2016 and November 5, 2021 (“Class Period”).
20 Agreement at § I(G). The Settlement Class excludes any person who submits a timely and valid
21 request for exclusion. Agreement at §§ I (FF). The “**Aggrieved Employees**” and “**PAGA Period**”
22 means all of Defendant’s current and former non-exempt employees employed in California
23 between September 14, 2019 and November 5, 2021 (“PAGA Period”). Agreement at §I(B).

24 4. The “**Gross Settlement Amount**” is Two Hundred Thirty Thousand Dollars
25 (\$230,000). Agreement at §§I (GG). The releases granted to Defendant only become effective
26 upon the funding of the Gross Settlement Amount. §III(B). The Gross Settlement Amount is non-
27 reversionary and includes the following:
28

- 1 a. A “**Service Award**” in the amount of up to \$10,000 to Plaintiff for his services
2 on behalf of the Class, and for agreeing to a broad general release of California
3 Civil Code section 1542, subject to Court approval after Defendant has an
4 opportunity to object. Agreement at § III(M)(9).
- 5 b. A “**Class Counsel Award**” in the amount not to exceed one-third of the Gross
6 Settlement Amount for attorney’s fees, currently estimated to be \$76,667 **and**
7 litigation costs and expenses not to exceed \$15,000, to be paid to Class Counsel.
8 Agreement at §III(M)(10).
- 9 c. A “**PAGA Settlement**” of \$10,000 shall be allocated from the Gross Settlement
10 Amount for settlement of claims for civil penalties under the Private Attorneys
11 General Act of 2004 (“PAGA Amount”). The Settlement Administrator shall
12 pay 75% of the PAGA Settlement (“LWDA Payment”) to the California Labor
13 and Workforce Development Agency. The Settlement Administrator shall
14 distribute 25% of the PAGA Amount (“Aggrieved Employee Payment”) to
15 members of the Aggrieved Employees. Agreement at §III(M)(11).
- 16 d. And “**Claims Administration Expenses**” not to exceed \$7,900 payable to the
17 proposed Settlement Administrator, ILYM Group, Inc., for, *inter alia*, the
18 administration of the Notice Packet and Individual Settlement Payments.
19 Agreement at §III(M)(12)

20 5. The “**Net Settlement Fund**” of approximately \$120,433.33 (Gross Settlement
21 Amount minus the requested Service Award, Class Counsel Award, PAGA Settlement and
22 Settlement Administration Costs [assuming the Court awards \$10,000 to Plaintiff for his service
23 award]) which will be allocated to all participating members of the Class, i.e., Settlement Class
24 Members, on a pro-rata basis according to the number of Workweeks each Settlement Class member
25 performed during the Class Period. The entire Net Settlement Amount will be paid to all Settlement
26 Class Members resulting in an average Individual Settlement Share of **\$836.34**. Agreement at
27 §III(M)(1). An objective evaluation of the Settlement confirms that the relief negotiated on behalf
28 of the Class is fair, reasonable, and valuable. The Settlement was negotiated by the Parties at arm’s

length. The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial.

6. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval under California law and falls within the range of reasonableness. The average Individual Settlement Share to the Settlement Class meets or exceeds awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests that this Court grant preliminary approval of the Settlement.

7. Defendant owns and operates a 35-acre manufacturing plant in Anderson, California.

8. Plaintiff worked for Defendant as an hourly, non-exempt employee between November 2017 to February 2020. As a non-exempt employee, Plaintiff was subject to Defendant's written policies and procedures and general employment practices. Generally, Plaintiff claims that Defendant failed to pay him for all hours worked, including for overtime, failed to provide complaint meal and rest periods, failed to provide accurate itemized wage statements, and failed to pay all wages due at the time of his separation.

9. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws. Defendant asserts that it had clear compliant policies and procedures such as for taking rest and meal periods as outlined in its policies and additional technical assistance for accurate time keeping. Defendant raised several other significant defenses to Plaintiff's claims, including but not limited to, lack of any evidence of overtime and minimum wage violations, and the opportunity and encouragement to take all meal and rest-breaks compliant with its policies and the law.

10. On July 9, 2020, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various

1 provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”)
2 Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys
3 General Act, Cal. Lab. Code Sections 2698 et seq (“PAGA”).

4 11. On September 14, 2020, Plaintiff filed a class action complaint in the Shasta County
5 Superior Court for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure
6 to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3)
7 failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (4) failure
8 to provide required meal periods in violation of California Labor Code sections 226.7 and 512; (5)
9 failure to provide required rest periods in violation of California Labor Code sections 226.7 and
10 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code
11 section 226; (7) failure to provide wages when due in violation of California Labor Code sections
12 201, 202 and 203; and (8) violations of the California Labor Code Private Attorney General Act
13 (“PAGA”).

14 12. Plaintiff commenced written discovery in December 2020. Defendant responded to
15 Plaintiff’s discovery and propounded its own discovery. The Parties began meeting and conferring
16 regarding Defendant’s and Plaintiff’s discovery responses, but prior to resolving disagreements
17 over discovery, the Parties agreed to mediate this action as deemed in the best interest of the parties
18 in particular in light of the many anticipated factual disputes. In anticipation of mediation, the
19 Parties stipulated to stay formal discovery. To prepare for mediation, the Parties agreed to
20 informally produce certain documents and data points subject to the mediation privilege, including
21 but not limited to, a sample of the Class Members’ time and payroll data. As discussed *infra*,
22 Plaintiff’s counsel retained the Berger Consulting Group, to analyze Defendant’s time and payroll
23 data.

24 13. On November 5, 2021, the Parties participated in a full day mediation with (Ret.)
25 Hon. Brian Walsh. After arms-length negotiations and bargaining, the parties reached an agreement
26 to settle and signed a Memorandum of Understanding. After reaching an agreement in principle,
27 the parties drafted and negotiated a long-form settlement agreement, which is the subject of the
28 instant motion.

1 14. Months before filing the Action, Class Counsel began its pre-filing investigation into
2 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
3 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment
4 for Defendant, including portions of Defendant's handbooks, compensation policies and time and
5 payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's
6 complaints justified further inquiry.

7 15. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
8 response, Defendant produced hundreds of pages of documents, including but not limited, a copies
9 of Plaintiff's hiring documents, payroll and time records, performance reviews and separation
10 documents. Class Counsel reviewed and analyzed the documents and determined the documents
11 appeared to substantiate Plaintiff's claim that Defendant's failed to, among other things, provide
12 compliant meal and rest periods. Shortly thereafter, Class Counsel summarized the known factual
13 and legal issues in the PAGA Notice addressed to the LWDA. Approximately 65 days later, Class
14 Counsel filed this class action.

15 16. After serving Defendant with the complaint, Plaintiff propounded written discovery.
16 Defendant responded to Plaintiff's discovery and served its own discovery. In light of the many
17 anticipated factual disputes, the parties agreed it would be in the best interest of both parties to
18 mediate the matter. To prepare for mediation, Class Counsel requested several documents and data
19 points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Class
20 Members. In response to Class Counsel's request, Defendant produced the time and payroll records
21 for the Class Members, aggregate workweek and pay period data for the Class, and copies of
22 applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping
23 and, meal and rest period policies.

24 17. Class Counsel then retained the statisticians and economists at Berger Consulting
25 Group ("BCG"), to evaluate the Class Members' payroll and time data. BCG provides data analysis
26 and damage modeling consulting services specializing in wage and hour class actions. BCG's team
27 of financial and data analysts are credentialed and experienced experts in their fields and have
28

1 provided their expertise on thousands of cases. Stated differently, the BCG is uniquely qualified to
2 analyze Defendant's time and payroll data.

3 18. BCG analyzed Defendant's time and payroll data to assist in the development of
4 various damage models. Among other things, BCG determined the approximate number of work
5 shift, work weeks, pay periods, average rate of pay, average length of shift and average number of
6 hours worked per week and pay period during the Class Period. BCG also estimated the number of
7 missed or late meal and rest periods, the amount of paid missed meal period premiums paid during
8 the Class Period. (*Id.* at ¶ 2).

9 19. In advance of mediation, Class Counsel created a damage model predicated on BCG
10 analysis. Class Counsel's model calculated Defendant's potential liability exposure while
11 accounting for the uncertainties of continued litigation. This damage model informed and guided
12 Class Counsel during the mediated settlement discussions.

13 20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
14 determining Plaintiff's suitability as a putative class representative through interviews, background
15 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential
16 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
17 the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records;
18 (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases
19 as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's
20 claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation
21 brief and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess
22 the nature and magnitude of the claims being settled, as well as the impediments to recovery, such
23 as to make an independent assessment of the reasonableness of the terms to which the parties have
24 agreed.

25 21. On November 5, 2021, the Parties conducted a full day of mediation with (Ret.)
26 Brian Walsh, a highly regarded mediator, and former Santa Clara County Superior Court Judge.
27 Judge Walsh helped to manage the Parties' expectations and provided a useful, neutral analysis of
28 the issues and risks to both sides. The Parties made substantial progress with Judge Walsh's

1 assistance. Namely, the parties exchanged information regarding their respective claims and
2 defense, including their respective evaluation of the damages. After more than eight hours arm's
3 length and adversarial negotiations, the mediation nearly concluded without a settlement. However,
4 at the conclusion of the mediation, Judge Walsh issued a proposal for settlement that the Parties
5 accepted. The complete and final terms of the Parties' settlement are now set forth in the
6 Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
7 compromise of the claims at issue.

8 22. The Parties participated in mediation the highly respected mediator and former Santa
9 Clara Superior Court judge (Ret.) Hon. Brian Walsh. Judge Walsh managed the Parties'
10 expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple*
11 *Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D.
12 Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a
13 collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's
14 involvement in pre-certification settlement negotiations helps to ensure that the proceedings were
15 free of collusion and undue pressure.")) At all times, the Parties' negotiations were at an arm's
16 length, adversarial and non-collusive. In fact, despite a full day of mediated negotiations, the Parties
17 reached an impasse and the mediation session nearly concluded without a settlement. The matter
18 resolved only when Judge Walsh issued a mediator's proposal that the Parties accepted. Judge
19 Walsh only arrived at his proposal after hearing arguments, reviewing evidence and evaluating the
20 Parties' respective claims and defenses.

21 23. Once the Parties agreed to the Mediator's proposal, the Parties engaged in protracted
22 negotiations regarding the written terms of the class action settlement. The Parties maintained the
23 arm's length, non-collusive and adversarial negotiations while arriving at the final terms of the
24 Settlement. The Agreement is the final product of these mediated negotiations. Objectively, the
25 Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

26 24. Class Counsel conducted a thorough investigation into the factual and legal issues
27 in dispute. In addition to formal and informal discovery, document review, data analysis and legal
28 research, Class Counsel also researched similar wage and hour actions. Although no two cases are

1 identical, this research provided Class Counsel with a marker to inform settlement discussions and,
2 ultimately, to measure this settlement against. The investigation allowed to Class Counsel to
3 realistically assess the value of Plaintiff's claims and intelligently engage defense counsel in
4 settlement discussions that culminated in the proposed settlement now before the Court. Class
5 Counsel only agreed to enter the Settlement following their thorough investigation and evaluation
6 of Plaintiff's claims. Based on his investigation of the facts, applicable law, and marketplace for
7 similar settlements, and in light of the risk of significant delay, uncertainty associated with
8 litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
9 Agreement to be in the best interests of Class. Because the Settlement's terms are fair, reasonable,
10 and adequate, the Court should preliminarily approve the Settlement. The Gross Settlement
11 Amount of \$230,000 is well within the range of reasonable for preliminary approval. The Gross
12 Settlement Amount of \$230,000 is fair and reasonable considering the nature and magnitude of the
13 claims being settled and the various factual and legal issues in disputes and potential impediments
14 to recovery. Prior to mediation, Class Counsel retained BCG to develop varied economic damages
15 models measuring Defendant's liability exposure while accounting for the uncertainties of
16 continued litigation. The various models were informed by Class Counsel's investigation, including
17 the analysis of time and payroll data. Class Counsel projected Defendant's liability exposure for
18 the Class to be approximately \$1,302,779 for damages and \$1,846,666 for damages and penalties,
19 if successful at trial. This range reflects the uncertainty regarding several of Plaintiff's claims,
20 together with the uncertainty surrounding derivative liability for inaccurate wage statements and
21 waiting time penalties resulting from meal and rest period violations. Thus, the Gross Settlement
22 Amount of \$230,000 represents approximately between 12.4% and 17.6% of Defendant's liability
23 exposure as estimated by Class Counsel at the time of mediation. The following summarizes
24 Defendant's estimated exposure if Plaintiffs were to prevail.

25 **Estimated Damages for Meal Periods.**

26 25. Plaintiff alleges that Defendant failed to provide compliant meal periods.
27 Specifically, Plaintiff alleges that because of their rigorous work schedules, Plaintiff and the Class
28 Members regularly worked through what should have been off-the-clock and duty-free meal periods

1 without compensation. Plaintiff also alleged that Defendant rounded meal breaks, sometimes
2 resulting in non-compliant meal breaks appearing to be compliant. Consequently, Plaintiff also
3 alleges that he is owed meal period premiums and compensation for the off-the-clock work
4 performed during what should have been his duty-free meal periods.

5 26. Defendant denies these claims. Defendant maintains that it paid Plaintiff for every
6 minute that they claimed they worked. Defendant argued that it fully complied with California meal
7 period laws and maintained legally compliant policies and practices as outlined in its Handbook
8 and other policies. Courts have found that where an employer's meal period policies are compliant,
9 individualized issues exist as to the reasons for missed, late or truncated meal periods. *See e.g.*
10 *Lampe v. Queen of the Valley Medical Center*, 19 Cal.App.5th 832, 851 (2018) (holding that
11 although only 11.1% of the employees' time punches for meal periods were within the first 5 hours,
12 the claim was not certifiable because individualized issues existed as to the reasons for the late meal
13 periods). If successful, Defendant availed itself to a complete defense of Plaintiff's meal period
14 claim. Plaintiff estimated the exposure for this claim was approximately \$355,617 if substantiated.

15 **Estimated Damages for Rest Periods**

16 27. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
17 Specifically, Plaintiff alleged that as a result of their rigorous work schedule class members were
18 not able to take timely and duty-free rest periods. Again, Defendant denies liability and asserted
19 that they maintained legally compliant rest period policies and practices throughout the Class
20 Period. Moreover, Defendant argued that it not only provided all rest breaks but reminded Plaintiff
21 and employees to take them. Plaintiff recognizes the evidentiary burdens establishing this claim.
22 Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony,
23 making it a riskier claim at class certification and liability stages. Defendant likely would have
24 argued that only a small number of Class Members missed their rest breaks. Certification likely
25 would have required depositions of Class Members who provided declarations, and Defendant
26 surely would have obtained opposing declarations stating either rest breaks were taken, or rest
27 breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013)
28 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's

evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate uniform practices.”). Accordingly, the rest break claim was subject to significant defenses. If successful, Defendant availed itself to a complete defense of Plaintiff’s rest period claim. Plaintiff estimated the exposure for this claim was approximately \$476,454 if substantiated.

Estimated Damages for Unpaid Wages

Plaintiff alleged that because of Defendant’s unlawful rounding policy, it failed to pay Plaintiff

28. and the Class Members all wages due for purposes of straight pay, overtime pay, and double-time pay. Defendant denied liability and asserted that its employees were paid for all time worked. Defendant argued that employees review and verify that their pay is correct, and they understand how they are paid. Defendant also argued that its rounding policy, if any, was, for the most part, neutral. Plaintiff estimated Defendant’s exposure for this claim to be approximately \$215,255. Next, Plaintiff alleged that Defendant required the Class Members to work off-the-clock, without compensation, during what was supposed to be their duty-free meal periods. Plaintiff estimated Defendant’s exposure for this claim to be approximately \$223,821. This claim, however, was and is subject to the same defenses and arguments raised by Defendant with respect to Plaintiff’s meal break claim (see above). Lastly, Plaintiff alleged that Defendant miscalculated the Class Members’ overtime and double time rate when it failed to include non-discretionary incentive compensation in employees’ regular rate of pay for purposes of calculating overtime. Defendant denied liability and asserted that its employees were paid for all time worked. Defendant argued that any incentive compensation paid to employees was purely discretionary and did not need to be calculated into their regular rate for purposes of overtime calculation. Plaintiff estimated Defendant’s exposure for this claim to be approximately \$31,632.

Estimated Penalties for Wage Statement Violations

1 29. Generally, Plaintiff alleges that Defendant’s aforementioned violations resulted in
2 derivative violations of Labor Code sections 203 and 226(a). Class Counsel considered the arguable
3 presence of various penalties and weighed the potential recoveries against probable defenses.
4 Specifically, Defendant could argue that Plaintiff could not prove the “willful” prong needed to
5 obtain waiting time penalties under Cal. Lab. Code § 203. Additionally, Defendant could argue that
6 Plaintiff could not show that Class Members suffered an “injury” because of wage statement
7 violations, as required by Cal. Lab. Code § 226. Defendant could also argue that that meal and rest
8 period violations do not entitled employees like Plaintiff and the Class Members to pursue the
9 derivative waiting time and itemized wage statement penalties. (*See Naranjo v. Spectrum Security*
10 *Services, Inc.*, (2019) 40 Cal. App. 5th 444; *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.
11 App. 5th 1308.) Although the Class arguably could have seen a payout of nearly \$1.1 million for
12 these penalties if Plaintiff prevailed on every penalty claim, Plaintiff would not recover any
13 derivative penalties if they failed to prove the underlying claims. Moreover, Plaintiff would have
14 to overcome damaging precedent to prove the Class deserved the penalties. *See, e.g., Howard v.*
15 *CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class
16 certification for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-
17 1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or actual injury). Plaintiff could
18 not give the penalty claims great weight given that they depended on proving the underlying claims,
19 which according to Defendant were not supported by the facts. Nevertheless, Plaintiff estimated
20 the potential exposure for these claims, if substantiated, was approximately \$543,887 (\$353,237 for
21 waiting time penalties and \$190,650 for wage statement penalties).

22 30. In conclusion, the settlement of \$230,000.00 represents approximately 17.4% of the
23 value of the maximum potential *damages* at issue. Even when including the penalties for Plaintiffs’
24 claim for wage statement violations and waiting time penalties under Labor Code Sections 203 and
25 226, the settlement represents 12.4% of the maximum potential liability, assuming all of these
26 amounts could be proved at trial. This is well within the bounds of reasonableness.

27 **Estimated PAGA Penalties**
28

1 31. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA
2 penalties arising from the aforementioned violations. At the time of mediation, Plaintiff estimated
3 Defendant’s PAGA exposure at approximately \$1,864,000.

4 32. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
5 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011
6 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff
7 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of
8 the Labor Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved
9 Employee suffered a violation for each pay period the employee worked. Again, Defendant raised
10 several defenses that presented serious threats to the claims of the Plaintiff and the Aggrieved
11 Employees. Defendant asserted that the employment practices complied with all applicable Labor
12 Laws. In addition to those arguments discussed *supra*, Defendant also argued that the Court of
13 Appeals decision in *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff’s
14 claims, on liability, value, and manageability as to the rest period claims. In all, Plaintiff’s PAGA
15 liability exposure is hotly contested.

16 33. With respect to the most immediate challenge, i.e., class certification, the risks
17 attendant to the certification of similar wage and hour claims are demonstrated by *Donohue v. AMN*
18 *Services, LLC* (2018) 29 Cal.App.5th 1068 (cert granted.) In *Donohue*, Fourth District Court of
19 Appeal affirmed Hon. Joel Pressman’s denial of class certification for missed meal and rest periods
20 by call center employees. (See also *O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d
21 1087 (decertification of wage and hour misclassification action); see also *Duran v. U.S. Bank*
22 *National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage
23 and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he
24 reason, if any, that employees might not take their breaks were predominantly individualized
25 questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th
26 1333, 1341 (affirming denial of certification because employees’ declarations attesting to having
27 taken meal and rest breaks demonstrated that individualized inquiries were required to show harm);
28 *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker*

1 and denying certification of proposed off-the-clock and rest and meal break classes due to lack of
2 uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
3 certification of driver meal and rest period claims based on the predominance of individual issues).)
4 Plaintiff is confident about the strength of his claims. Nonetheless, Plaintiff recognizes that
5 Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially
6 impair the value of Plaintiff's lawsuit. Collectively, the examples cited above illustrate the
7 uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through
8 a contested motion is a significant risk factor favoring settlement.

9 34. Finally, continuing to litigate this action would require continued and extensive
10 resources coupled with significant Court time to proceed through trial and post-trial motions; which
11 can often take years. Furthermore, wage and hour litigation are complex and expensive, as it often
12 necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiff
13 is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff
14 fully expects that Defendant would appeal any favorable judgment.

15 35. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$230,000
16 that is roughly between 12.4% and 17.6% Defendant's maximum liability exposure. Given the
17 amount of the settlement here, as compared to potential value of the claims, offset by the various
18 inherent risks to continued litigation, the settlement is fair and reasonable.

19 **The Proposed Notice**

20 36. The Parties jointly drafted the Class Notice which fairly and neutrally informs the
21 Class of their rights and remedies in this action. The Settlement Administrator will first verify
22 addresses, then mail the proposed Class Notice to entire Class. The Notice will include information
23 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class
24 definition, the procedure and time period within which to requests for exclusions or objections to
25 the Settlement, the date for the final approval hearing, the formula used to calculate settlement
26 payments, and the terms and scope of the Released Claims. Agreement at §III(L). This method
27 was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class
28 while ensuring cost effective administration of the Settlement.

37. Accordingly, both the method of disseminating the Class Notice and content of the Class Notice satisfy due process and the requirements of California law. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d 460,485 (the class notice must “fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members.”).)

The Representative Enhancement Award

38. Approximately 144 members of the Class will share in the estimated \$120,433.33 Net Settlement Amount due entirely to the effort and commitment of Plaintiff. Subject to Court approval and Defendant’s right to object, therefore, the Settlement provides for a Service Award of up to \$10,000¹ for Plaintiff. The Service Award is fair and reasonable compensation for Plaintiff’s

¹ The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int’l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int’l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria’s Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe’s Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding

1 efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly
2 conferring with Class Counsel on the status of his case and the strategies for prosecuting the claims,
3 responding to voluminous formal discovery, attending a full day deposition, reviewing the proposed
4 Settlement to ensure that its terms are fair and provide adequate relief for the Class, and agreeing
5 to provide Defendant a general release of all claims arising out of his employment.

6 39. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated
7 Service Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits
8 that the above showing is sufficient for preliminary approval of the negotiated Service Award.

9 **Class Counsel Award**

10 40. Class Counsel took this matter on a contingency fee basis and invested significant
11 time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated
12 average Individual Settlement Share illustrates the demonstrably positive outcome for the Class
13 Members. The Agreement provides for a Class Counsel Award in the amount of one-third of the
14 Gross Settlement Amount and litigation costs and expenses not to exceed \$15,000. Agreement at
15 §III(M)(10). In light of the positive outcome for the Class, and in light of the supporting authority,
16 the proposed Class Counsel award is fair and reasonable.

17
18 \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (LA.
19 County Super. Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named
20 plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct. Sep. 13,
21 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cingular Wireless, LLC*, No. CV 06-
22 8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment);
23 *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22,
24 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No.
25 CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement
26 payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD.
27 Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons*
28 *Co.*, No. RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement
payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10,
2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*,
No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000 enhancement
payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San
Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

1 41. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
2 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above
3 showing is sufficient for preliminary approval of the negotiated attorneys' fees.

4 **Class Certification for Purposes of Settlement**

5 42. For the purpose of Settlement only, Plaintiff contends, and Defendant does not
6 dispute, that provisional certification of the Class is appropriate.

7 43. Generally, the proposed Class consists of all of Defendant's current and former
8 California employees during the Class Period. Defendant's records show that the Class Members
9 consists of approximately 144 individuals, making joinder of all Class Members impracticable.
10 Further, because all Class Members are Defendant's current and former employees, the class is
11 readily ascertainable from Defendant's regular business records, i.e., payroll records.

12 44. The California statutes relating to each of Plaintiff's claims apply with equal force
13 and effect to the entire Class. Factually, Defendant's policies and practices apply class-wide and
14 Defendant's liability can be determined by facts common to all members of the class. While
15 Defendant disputes whether the class would be appropriate if the litigation were to continue, it
16 agrees to class certification for purposes of this settlement only. The wage and hour issues are both
17 numerous and substantial, and a class action is the most advantageous method of dealing with the
18 claims of the Settlement Class.

19 45. Plaintiff's wage and hour claims are typical of the proposed Class because they arise
20 from the same factual basis and are based on the same legal theories applicable to the other Class
21 Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class.
22 Plaintiff alleges that he was injured by the same company-wide practices to which the proposed
23 Class was subject and seeks the same relief. Plaintiff has already demonstrated his ability to
24 advocate for the interests of the Class by initiating this litigation, undertaking class discovery, and
25 evaluating the proposed settlement to assure that it is fair. Again, the Defendant disputes whether
26 Plaintiff's claims are typical of the Class for purposes of any continued litigation of the Action but
27 agrees for the purposes of this settlement only that Plaintiff assert claims that are typical of the
28 Class, including claims for meal and rest break practices and underpayment of wages.

1 46. Additionally, Plaintiff is represented by competent Class Counsel who has extensive
2 experience in litigating wage and hour class action cases. Class Counsel successfully briefed,
3 argued, certified, and gained state court settlement approval of the same class-wide causes of action
4 that are at issue in this case. Class Counsel's wage and hour class action experience establishes that
5 they are well qualified to represent the interests of this Class.

6 47. A class action is superior to a multitude of individual lawsuits. Given the size and
7 amount of each individual Class Member's claim, Class Settlement Members likely have little
8 incentive to litigate their claims on an individual basis because the out-of-pocket expense and
9 personal commitment necessary to litigate each claim outweighs any potential recovery. In sum,
10 class treatment is superior to individual, case-by-case adjudication.

11 A. Additional Issues

12 48. **Class Counsel's Experience and Qualifications:** Class Counsel are experienced in
13 prosecuting class action lawsuits and can competently represent the Class. Attorneys from Class
14 Counsel's firms have extensive class litigation experience, handling a number of class action and
15 complex commercial cases and have acted both as counsel and as lead and co-lead counsel in a
16 variety of these matters. Class Counsel have successfully prosecuted and obtained significant
17 recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law
18 and fact. Class Counsel have collectively been involved as class counsel in over two hundred class
19 action matters, including many wage and hour class actions. Class Counsel has been found to be
20 adequate counsel by the courts throughout California. A true and correct copy of the resumes of
21 the firms comprising Class Counsel are attached hereto as Exhibit #2 and the concurrently filed
22 Declaration of Jean-Claude Lapuyade. Thus, the adequacy requirement is satisfied

23 49. **Division of Fees between Class Counsel** - In accordance with California Rules of
24 Court, rule 3.769, I make the following disclosure. The attorneys' fees awarded shall be allocated
25 as follows: 50% to Zakay Law Group, APC and 50% to the JCL Law Firm, APC. Plaintiff confirmed
26 his approval of the fee splitting in writing in the settlement agreement, and counsel for Plaintiff
27 explained this fee split to Plaintiff at the time of the execution.
28

1 50. **Timing of Release** – The release of the class claims and the PAGA claims will only
2 be effective upon final approval of the settlement *and* funding in full of the Gross Settlement
3 Amount by Defendant. (See Agreement at ¶ III(B)).

4 51. **Confidential Nature of Data Provided to the Administrator** – While the data
5 produced by Defendant to ILYM Group will be confidential, Class Counsel does not believe that
6 the confidentiality provisions would impede the performance of their fiduciary duties because Class
7 Counsel receives the necessary information, but with the names and addresses redacted in advance
8 of the mailing to show the settlement calculations, weekly reports concerning class member
9 correspondence, and a final report from Settlement Administrator, which is all that is usually
10 needed. Class Counsel will seek authorization from Defendant and/or relief from the Court should
11 an unanticipated or specific issue arise.

12 52. **National Change of Address** – The Settlement Administrator will perform a search
13 based on the National Change of Address Database for information to update and correct for any
14 known or identifiable address changes under Section III(L)(4) of the Agreement.

15 53. **Information Received** – In this case, Plaintiff received all of the information needed
16 to evaluate the claims being settled. The following is a summary of the relevant documents
17 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 18 a. Sample data showing the employees, their employment dates, their time sheets,
19 hourly rates, and their wages.
- 20 b. Defendant’s Employee Handbook for the relevant time period, which outlined
21 the wage and hour policies of Defendant.
- 22 c. Employee file of Plaintiff.
- 23 d. Samples of wage statements provided by Defendant to employees.
- 24 e. Sample of payroll data.
- 25 f. Sample of time records.
- 26 g. Hiring and termination forms used by Defendant for employees.

27 54. **Compliance with Labor Code §§2689.** On April 21, 2022, the LWDA has been
28 provided notice of this motion and the PAGA settlement. (See Exhibit 3).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of April 2022, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)

2 **JCL LAW FIRM, APC**

3 3990 OLD TOWN AVENUE, SUITE C204

4 SAN DIEGO, CA 92110

5 TEL: 619-599-8292

6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**

8 SHANI O. ZAKAY (STATE BAR #277924)

9 3990 OLD TOWN AVENUE, SUITE C204

10 SAN DIEGO, CA 92110

11 TEL: (619) 255-9047

12 FAX: (858) 404-9203

13 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

14 **ADDISON LAW (SBN 178846)**

15 Shelley C. Addison

16 611 I Street, Suite A

17 Eureka, CA 95501

18 Tel: 707-845-0084

19 shelleyaddison7@gmail.com

20 ATTORNEYS FOR DEFENDANT

21 **SUPERIOR COURT OF CALIFORNIA**

22 **COUNTY OF SHASTA**

23 JAMES M. CONLEY, an individual, on
24 behalf of himself and on behalf of all persons
25 similarly situated,

26 **PLAINTIFF,**

27 vs.

28 SISKIYOU FOREST PRODUCTS, a
California corporation; and DOES 1-50,
Inclusive;

DEFENDANTS.

Case No.: 195819

[Action Filed 09/14/2020]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION CLAIMS AND
RELEASE OF CLAIMS**

Judge: Honorable Stephen H. Baker
Dept.: 3

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff JAMES M. CONLEY (hereinafter "Plaintiff"), an individual, on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant SISKIYOU FOREST PRODUCTS (hereinafter
5 "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Conley v. Siskiyou*
8 *Forest Products*, Shasta County Superior Court, Case No. 195819, filed September
9 14, 2020 (hereinafter the "Action").
- 10
- 11 B. "Aggrieved Employees" shall mean for the purposes of this Agreement only all
12 employees who are or previously were employed by Siskiyou Forest Products in
13 California and who were classified as non-exempt employees during the PAGA
14 Period.
- 15
- 16 C. "Agreement" or "Settlement Agreement" means this Stipulation of Class Action
17 Settlement and Release of Claims.
- 18
- 19 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
20 Shani Zakay of Zakay Law Group, APLC.
- 21
- 22 E. "Attorneys' fees" means the award of fees and expenses that the Court authorizes to
23 be paid to Class Counsel for the services they have rendered to Plaintiff and the
24 Settlement Class in the Action, consisting of attorneys' fees currently not to exceed
25 one-third of the Gross Settlement Amount currently estimated to be \$76,667.00 out
26 of \$230,000.00 plus costs of up to \$15,000.00. Attorneys' fees will be divided
27
28

1 equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law
2 Group, APLC).

3
4 F. “Class Data” means information regarding Class Members that Defendant will in
5 good faith compile from its records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
7 Member’s full name; last known address; Social Security Number; start dates and end
8 dates of employment.

9
10 G. “Class Members” or the “Class” means all employees who are or previously were
11 employed by Defendant and who were classified as non-exempt employees during
12 the Class Period.

13
14 H. “Class Period” means the period from September 14, 2016 to November 5, 2021.

15
16 I. “Service Award” means the amount that the Court authorizes to be paid to the Class
17 Representative, in addition to his Individual Settlement Payment and his pro-rata
18 share of the PAGA Settlement, in recognition of his efforts and risks in assisting with
19 the prosecution of the Action and in exchange for his execution of a General Release
20 of Claims including a Civil Code 1542 waiver.

21
22 J. “Class Representative” shall mean plaintiff JAMES M. CONLEY.

23
24 K. “Court” means the Superior Court for the State of California, County of Shasta
25 currently presiding over the Action.

26
27 L. “Defendant” shall mean SISKIYOU FOREST PRODUCTS, a California corporation.

- 1 M. "Effective Date" means the earliest date, following entry by the Court of an order
2 and judgment finally approving this Settlement, upon which one of the following have
3 occurred: (i) if no objection is filed to the settlement and no objector appears at the
4 hearing on final approval, the date of the Court's entry of the order granting final
5 approval, or (ii) if an objection is filed to the settlement and/or an objector appears at
6 the hearing on final approval, then the earlier of the following: (a) the expiration of
7 all potential appeal periods without a filing of a notice of appeal of the final approval
8 order or judgment, (b) final affirmance of the final approval order and judgment by
9 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
10 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
11 the final approval order and judgment is no longer subject to further judicial review.
12
- 13
- 14 N. "Funding Date" shall mean sixty five (65) calendar days after the Effective Date and
15 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord
16 with the terms of this Agreement.
17
- 18 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member and excludes any amounts distributed to
20 Aggrieved Employees pursuant to PAGA.
21
- 22 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
23 Attorneys' Fees, Class Representative Service Award, PAGA Payment, and Claims
24 Administration Expenses.
25
- 26 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
27 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
28

than formatting changes to facilitate printing by the Settlement Administrator).

R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

S. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

T. "PAGA Period" means the period of September 14, 2019 to November 5, 2021 (the "PAGA Period").

U. "PAGA Payment" or "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000) to be allocated from the Gross Settlement Amount.

V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

W. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

X. "Plaintiff" shall mean JAMES M. CONLEY.

Y. "QSF" means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

Z. "Released Class Claims" means all class claims alleged, or wage-and-hour class claims which could have been alleged, at any time or in any manner, in or during the

1 Action based on the facts alleged in the Action, which occurred during the Class
2 Period, and expressly excluding all other claims, including claims for vested benefits,
3 wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and class claims outside of the Class Period.
5

6 AA. "Released PAGA Claims" means (i) all PAGA claims alleged in the Action and/or
7 Plaintiff's PAGA notice to the LWDA; and (ii) all PAGA claims that could have been
8 alleged at any time or in any manner, in or during the Action based on Plaintiff's
9 PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly
10 excluding all other claims, including claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers' compensation, and
12 PAGA claims outside of the PAGA Period.
13

14
15 BB. "Released Parties" shall mean Defendant and any and all of its respective owners,
16 officers, directors, partners, shareholders, employees, agents, affiliates, subsidiaries,
17 successors, assigns and/or legal representatives.
18

19 CC. "Response Deadline" means the date forty-five (45) days after the postmarked date
20 when the Settlement Administrator mails Notice Packets to Class Members and the
21 last date on which Class Members may submit requests for exclusion or objections to
22 the Settlement.
23

24 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

25 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
26 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
27 Administrator establishes, designates and maintains a QSF, under Internal Revenue
28

Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

FF. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

GG. "Gross Settlement Amount" means Two Hundred Thirty Thousand Dollars (\$230,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Attorneys' Fees, PAGA Payment and the Claims Administration Expenses and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

HH. "Workweeks," for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

A. On July 9, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

1 B. On September 14, 2020, Plaintiff filed the class action lawsuit for:

- 2
- 3 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 4
- 5 2. Failure to pay minimum wages in violation of California Labor Code sections
- 6 1194, 1197 & 1197.1;
- 7
- 8 3. Failure to pay overtime wages in violation of California Labor Code sections
- 9 510 *et seq*
- 10
- 11 4. Failure to provide required meal periods in violation of California Labor Code
- 12 sections 226.7 and 512 and the applicable IWC wage order;
- 13
- 14 5. Failure to provide required rest periods in violation of California Labor Code
- 15 sections 226.7 and 512 and the applicable IWC wage order;
- 16
- 17 6. Failure to provide accurate itemized wage statements in violation of California
- 18 Labor Code section 226;
- 19
- 20 7. Failure to provide wages when due in violation of Cal. Lab. Code sections
- 21 201, 202 and 203; and
- 22
- 23 8. Violation of the Private Attorneys General Act [Labor Code section 2698, *et*
- 24 *seq.*].

25 C. The Class Representative believes he has claims based on alleged violations of the

26 California Labor Code, and the Industrial Wage Commission Orders, and that class

27 certification is appropriate because the prerequisites for class certification can be

28

1 satisfied in the Action, and this action is manageable as a PAGA representative
2 action.

3
4 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
5 alleged in the Action, disputes any wages, damages and penalties claimed by the
6 Class Representative are owed, and further contends that, for any purpose other than
7 settlement, the Action is not appropriate for class or representative action treatment.
8 Defendant further contends, among other things, that at all times it complied with
9 the California Labor Code and the Industrial Wage Commission Orders.

10
11 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
12 an investigation into the facts relevant to the Action, including conducting an
13 independent investigation as to the allegations, reviewing documents and
14 information exchanged through informal discovery, and reviewing documents and
15 information provided by Defendant pursuant to informal requests for information to
16 prepare for mediation. Defendant produced for the purpose of settlement
17 negotiations certain employment data concerning the Settlement Class, which Class
18 Counsel reviewed and analyzed with the assistance of an expert. Furthermore, Class
19 Counsel propounded formal discovery, including sets of special interrogatories to
20 Defendant. Class Counsel engaged in a comprehensive review and analysis of
21 Defendant's discovery responses. Based on their own independent investigation
22 and evaluation, Class Counsel are of the opinion that the Settlement with Defendant
23 is fair, reasonable and adequate, and is in the best interest of the Settlement Class in
24 light of all known facts and circumstances, including the risks of significant delay,
25 defenses asserted by Defendant, uncertainties regarding class certification, and
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27
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1 numerous potential appellate issues. Although they deny any liability, Defendant is
2 agreeing to this Settlement solely to avoid the inconveniences and cost of further
3 litigation. The Parties and their counsel have agreed to settle the claims on the terms
4 set forth in this Agreement.
5

6 F. On November 5, 2021, the Parties participated in mediation presided over by Hon.
7 Brian C. Walsh (Ret.), a respected jurist and experienced wage and hour class action
8 mediator. The mediation concluded with a settlement, after both sides agreed to a
9 Mediator's proposal which was subsequently memorialized in the form of a
10 Memorandum of Understanding.
11

12 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
13 other agreements, understandings, or representations between the Parties. This
14 Agreement represents a compromise and settlement of highly disputed claims.
15 Nothing in this Agreement is intended or will be construed as an admission by (i)
16 Defendant (a) that the claims in the Action or any other claims made by Plaintiff or
17 any of the Class Members have merit; or (b) that Defendant bears any liability to
18 Plaintiff or any of the Class Members regarding any of their claims; or (ii) Plaintiff
19 that Defendant's defenses in the Action have merit.
20
21

22 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
23 Settlement was arrived at through arm's-length negotiations, taking into account all
24 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
25 attendant to continuing the Action through trial and any appeal. Accordingly, the
26 Parties desire to fully, finally, and forever settle, compromise and discharge all
27
28

1 disputes and claims arising from or relating in any way, directly or indirectly, to the
2 Action.

- 3
4 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
5 for any reason the settlement does not become effective, Defendant reserves the right
6 to contest certification of any class for any reason and reserves all available defenses
7 to the claims in the Action.
8

9 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

10
11 **III. TERMS OF AGREEMENT**

12 A. Settlement Consideration and Settlement Payments by Defendant.

- 13
14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant and the Released
16 Parties will pay the sum of the Individual Settlement Payment, the Class
17 Representative Service Award, the Attorneys' Fees, PAGA Payment, and the
18 Claims Administration Expenses, as specified in this Agreement, equal to the
19 Gross Settlement Amount of Two Hundred Thirty Thousand Dollars
20 (\$230,000.00). The Parties agree that this is a non-reversionary Settlement and
21 that no portion of the Gross Settlement Amount shall revert to Defendant.
22 Other than the Defendant's share of employer payroll taxes, or as otherwise
23 specified in the Agreement, Defendant shall not be required to pay more than
24 the Gross Settlement Amount, except as provided for hereinbelow.
25

- 26
27 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
28 Class was comprised of 144 individuals who collectively worked

1 approximately 13,000 workweeks ("Projected Workweeks") during the Class
2 Period. In regard hereto, Defendant will provide a declaration under penalty
3 of perjury confirming the number of applicable Class Members and Projected
4 Workweeks during the Class Period. If the workweek number increases by
5 more than 10% of the estimate stated herein, the Settlement Amount will
6 increase proportionally for the number of workweeks over 110% of 13,000
7 (14,300).
8

9
10 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
11 Settlement Amount to the Settlement Administrator on the Funding Date.

12 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
13 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
14 together with the Gross Settlement Amount.
15

16 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
17 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
18 release the Released Parties from the Released Class Claims for the Class Period.
19

20 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
21 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
22 California release the Released Parties from the PAGA Released Claims for the PAGA
23 Period. As a result of this release, the Aggrieved Employees shall be precluded from
24 bringing claims against Defendant for the PAGA Released Claims.
25

26 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
27 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
28 Released Parties from (i) any and all claims, whether known or unknown, which

1 exist or may exist on his behalf as of the dates he executes this Agreement, including
2 but not limited to any and all tort claims, contract claims, wage claims, wrongful
3 termination claims, disability claims, benefit claims, public policy claims, retaliation
4 claims, statutory claims, personal injury claims, emotional distress claims, invasion
5 of privacy claims, defamation claims, fraud claims, quantum meruit claims; (ii) any
6 and all claims arising under any federal, state or other governmental statute, law,
7 regulation or ordinance, including, but not limited to claims for violation of the Fair
8 Labor Standards Act, the California Labor Code, the Wage Orders of California's
9 Industrial Welfare Commission, other state wage and hour laws, the Americans with
10 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
11 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
12 California Fair Employment and Housing Act, the California Family Rights Act, the
13 Family Medical Leave Act, California's Whistleblower Protection Act, California
14 Business & Professions Code Section 17200 et seq.; and (iii) any and all claims
15 arising under any federal, state or other governmental statute, law, regulation or
16 ordinance. Plaintiff also waives and relinquishes any and all claims, rights or
17 benefits that he may have under California Civil Code § 1542, which provides as
18 follows:
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22 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
23 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
24 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
25 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
26 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
27 ***DEBTOR OR RELEASED PARTY.***
28

1 Thus, notwithstanding the provisions of section 1542, and to implement a full and
2 complete release and discharge of the Released Parties, Plaintiff expressly
3 acknowledges this Settlement Agreement is intended to include in its effect, without
4 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
5 the time of signing this Settlement Agreement, and that this Settlement Agreement
6 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
7 has read this Settlement Agreement, including this waiver of California Civil Code
8 section 1542; and that Plaintiff has consulted with or had the opportunity to consult
9 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
10 about the waiver of section 1542; and that Plaintiff understands this Settlement
11 Agreement and the section 1542 waiver; and therefore Plaintiff freely and knowingly
12 enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff
13 later may discover facts different from or in addition to those Plaintiff now knows or
14 believes to be true regarding the matters released or described in this Settlement
15 Agreement, and even so Plaintiff agrees that the releases and agreements contained in
16 this Settlement Agreement shall remain effective in all respects notwithstanding any
17 later discovery of any different or additional facts. Plaintiff expressly assumes any and
18 all risk of any mistake in connection with the true facts involved in the matters,
19 disputes, or controversies released or described in this Settlement Agreement or with
20 regard to any facts now unknown to Plaintiff relating thereto.

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25 E. Conditions Precedent: This Settlement will become final and effective only upon the
26 occurrence of all the following events:

- 27 1. The Court enters an order granting preliminary approval of the Settlement;
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2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If this Settlement Agreement (i) is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, (ii) in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or (iii) if Defendant fails to fully fund the Gross Settlement Amount then:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses or arguments in the Action, including with respect
3 to the issue of class certification; and

4
5 4. Plaintiff and Defendant shall equally pay for all costs to issue or reissue any
6 curative notice to the Settlement Class Members and all Settlement
7 Administration Costs incurred to the date of nullification of the Settlement
8 Agreement.

9
10 5. However, an award by any court or judge of a lesser amount that sought by
11 Plaintiff and/or Class Counsel for Attorneys' Fees, Service Award, PAGA
12 Payment and/or Claims Administration Expenses shall not be considered a
13 modification of the Settlement Agreement so as to cause the nullification of
14 it.

15
16 G. Certification of the Settlement Class. The Parties stipulate to conditional class
17 certification of the Class for the Class Period for purposes of settlement only. In the
18 event that this Settlement is not approved by the Court, fails to become effective, or is
19 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
20 Defendant from obtaining a complete resolution of the Released Claims, the
21 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
22 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or procedural.

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25
26 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
27 effect of the payments called for, and Class Members and/or Aggrieved Employees are
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1 not relying on any statement or representation by the Parties in this regard. Class
2 Members and/or Aggrieved Employees understand and agree that they will be
3 responsible for the payment of any taxes and penalties assessed on the Individual
4 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
5 Settlement described and will be solely responsible for any penalties or other
6 obligations resulting from their personal tax reporting of Individual Settlement
7 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
8

- 9
- 10 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
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1 the acknowledging party of the tax treatment or tax structure of any transaction,
2 including any transaction contemplated by this Agreement.

3
4 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
5 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
6 which shall include this Settlement Agreement. Plaintiff will provide Defendant with
7 a draft of the Motion at least five (5) business days prior to the filing of the Motion to
8 give Defendant an opportunity to propose changes or additions to the Motion.
9

10 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
11 establishing and administering the QSF; calculating, processing and mailing payments
12 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
13 mailing the Notice Packets to the Class Members as directed by the Court; receiving
14 and reporting the objections and requests for exclusion; calculating, deducting and
15 remitting all legally required taxes from Individual Settlement Payments and
16 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
17 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
18 Settlement; processing and mailing tax payments to the appropriate state and federal
19 taxing authorities; providing declaration(s) as necessary in support of preliminary
20 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
21 or the Court orders the Settlement Administrator to perform. The Settlement
22 Administrator shall keep the Parties timely apprised of the performance of all
23 Settlement Administrator responsibilities by among other things, sending a weekly
24 status report to the Parties' counsel stating the date of the mailing, the of number of
25 Elections Not to Participate in Settlement it receives (including the numbers of valid
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1 and deficient), and number of objections received. Within two (2) business days of the
2 execution of this Agreement by all the Parties, Plaintiff shall provide to the Settlement
3 Administrator a copy of the "Stipulation and Protective Order – Confidential" filed in
4 the Action ("Protective Order") and collect the requisite signature(s) from the
5 Settlement Administrator regarding its promise to abide by the Protective Order.
6

7 L. Notice Procedure.
8

9 1. Class Data. No later than ten (10) business days after the Preliminary
10 Approval Date, Defendant shall provide the Settlement Administrator with the
11 Class Data for purposes of preparing and mailing Notice Packets to the Class
12 Members. The Class Data shall remain confidential and shall not be disclosed
13 to anyone, except as required by law, pursuant to Defendant's written consent
14 or as required by any Court with jurisdiction over the Action or this
15 Settlement.
16

17 2. Notice Packets.
18

19 a) The Notice Packet shall contain the Notice of Class Action Settlement
20 in a form substantially similar to the form attached as Exhibit A. The
21 Notice of Class Action Settlement shall inform Class Members and
22 Aggrieved Employees that they need not do anything in order to
23 receive an Individual Settlement Payment and/or Aggrieved
24 Employees' individual shares of the PAGA Settlement and to keep the
25 Settlement Administrator apprised of their current mailing address, to
26 which the Individual Settlement Payments and/or Aggrieved
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1 Employees' individual shares of the PAGA Settlement will be mailed
2 following the Funding Date. The Notice of Class Action Settlement
3 shall set forth the release to be given by all members of the Class who
4 do not request to be excluded from the Settlement Class and/or
5 Aggrieved Employees' in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employees' individual shares of the PAGA
7 Settlement, the number of Workweeks worked by each Class Member
8 during the Class Period and PAGA Period, if any, and the estimated
9 amount of their Individual Settlement Payment if they do not request
10 to be excluded from the Settlement and each Aggrieved Employee's
11 share of the PAGA Settlement, if any. The Settlement Administrator
12 shall use the Class Data to determine Class Members' Workweeks and
13 PAGA Workweeks. The Notice will also advise the Aggrieved
14 Employees that they will release the Released PAGA Claims and will
15 receive their share of the PAGA Settlement regardless of whether they
16 request to be excluded from the Settlement.
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- 20 b) The Notice Packet's mailing envelope shall include the following
21 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
22 ENTITLED TO PARTICIPATE IN A CLASS ACTION
23 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
24 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
25 NOTICE."
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1 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
2 the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than fourteen (14) calendar days after receiving the
5 Class Data from Defendant, the Settlement Administrator shall mail and email
6 copies of the Notice Packet to all Class Members via regular First-Class U.S.
7 Mail and electronic mail. The Settlement Administrator shall exercise its best
8 judgment to determine the current mailing address for each Class Member.
9 The address identified by the Settlement Administrator as the current mailing
10 address shall be presumed to be the best mailing address for each Class
11 Member.
12 Member.

13
14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided. If no forwarding address is
17 provided, the Settlement Administrator shall promptly attempt to determine a
18 correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Class Member involved, and
20 shall then perform a re-mailing, if another mailing address is identified by the
21 Settlement Administrator. In addition, if any Notice Packets, which are
22 addressed to Class Members who are currently employed by Defendant, are
23 returned to the Settlement Administrator as non-delivered and no forwarding
24 address is provided, the Settlement Administrator shall notify Defendant.
25 Defendant will request that the currently employed Class Member provide a
26 corrected address and transmit to the Administrator any corrected address
27 corrected address and transmit to the Administrator any corrected address
28 corrected address

1 provided by the Class Member. Class Members who received a re-mailed
2 Notice Packet shall have their Response Deadline extended fifteen (15) days
3 from the original Response Deadline.
4

5 5. Disputes Regarding Individual Settlement Payments. Class Members will
6 have the opportunity, should they disagree with Defendant's records regarding
7 the start and end dates of employment to provide documentation and/or an
8 explanation to show contrary dates. If there is a dispute, the Settlement
9 Administrator will consult with the Parties to determine whether an
10 adjustment is warranted. The Settlement Administrator shall determine the
11 eligibility for, and the amounts of, any Individual Settlement Payments under
12 the terms of this Agreement. The Settlement Administrator's determination
13 of the eligibility for and amount of any Individual Settlement Payment shall
14 be binding upon the Class Member and the Parties.
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17 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
18 by the Settlement Administrator concerning the administration of the
19 Settlement will be resolved by the Court under the laws of the State of
20 California. Before any such involvement of the Court, counsel for the Parties
21 will confer in good faith to resolve the disputes without the necessity of
22 involving the Court.
23

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a written request for exclusion by the Response
27 Deadline. The written request for exclusion must state that the Class Member
28

1 wishes to exclude himself or herself from the Settlement and (1) must contain
2 the name, address, and the last four digits of the Social Security number of the
3 person requesting exclusion; (2) must be signed by the Class Member; (3)
4 must be postmarked or fax stamped by the Response Deadline and returned to
5 the Settlement Administrator at the specified address or fax telephone number;
6 and (4) contain a typewritten or handwritten notice stating in substance: "I
7 wish to opt out of the settlement of the class action lawsuit entitled *Conley v.*
8 *Siskiyou Forest Products, Shasta County Superior Court, Case No. 195819.* I
9 understand that by requesting to be excluded from the settlement, I will
10 receive no money from the Settlement described in this Notice." The request
11 for exclusion will not be valid if it is not timely submitted, if it is not signed
12 by the Class Member, or if it does not contain the name and address and last
13 four digits of the Social Security number of the Class Member. The date of
14 the postmark on the mailing envelope or fax stamp on the request for exclusion
15 shall be the exclusive means used to determine whether the request for
16 exclusion was timely submitted. Any Class Member who requests to be
17 excluded from the Settlement Class will not be entitled to an Individual
18 Settlement Payment and will not be otherwise bound by the terms of the
19 Settlement or have any right to object, appeal or comment thereon. However,
20 any Class Member that submits a timely request for exclusion that is also an
21 Aggrieved Employee will still receive his/her pro rata share of the PAGA
22 Settlement, as specified below, and in consideration, will be bound by the
23 Release by the Aggrieved Employees as set forth herein. Settlement Class
24 Members who fail to submit a valid and timely written request for exclusion
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1 on or before the Response Deadline shall be bound by all terms of the
2 Settlement and any final judgment entered in this Action if the Settlement is
3 approved by the Court. No later than fourteen (14) calendar days after the
4 Response Deadline, the Settlement Administrator shall provide counsel for
5 the Parties with a final list of the Class Members who have timely submitted
6 written requests for exclusion. At no time shall any of the Parties or their
7 counsel seek to solicit or otherwise encourage members of the Class to submit
8 requests for exclusion from the Settlement.
9

- 10
11 8. Objections. The Notice of Class Action Settlement contained in the Notice
12 Packet shall state that Class Members who wish to object to the Settlement
13 may submit to the Settlement Administrator a written statement of objection
14 (“Notice of Objection”) by the Response Deadline. The postmark date of
15 mailing shall be deemed the exclusive means for determining that a Notice of
16 Objection was served timely. The Notice of Objection must be signed by the
17 Settlement Class Member and state: (1) the case name and number; (2) the
18 name of the Settlement Class Member; (3) the address of the Settlement Class
19 Member; (4) the last four digits of the Settlement Class Member’s Social
20 Security number; (4) the basis for the objection; and (5) if the Settlement Class
21 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
22 Class Members who fail to make objections in writing in the manner specified
23 above may still make their objections orally at the Final Approval/Settlement
24 Fairness Hearing with the Court’s permission. Settlement Class Members will
25 have a right to appear at the Final Approval/Settlement Fairness Hearing to
26 have their objections heard by the Court. At no time shall any of the Parties
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1 or their counsel seek to solicit or otherwise encourage Class Members to file
2 or serve written objections to the Settlement or appeal from the Order and
3 Final Judgment. Class Members who submit a written request for exclusion
4 may not object to the Settlement. Class Members may not object to the PAGA
5 Settlement.
6

7 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
8 the Gross Settlement Amount on or before the Funding Date, plus any employer's
9 share of payroll taxes as mandated by law within the time specified herein.
10

11 1. Calculation of Individual Settlement Payments. Individual Settlement
12 Payments shall be paid from the Net Settlement Amount and shall be paid
13 pursuant to the formula set forth herein. Using the Class Data, the Settlement
14 Administrator shall add up the total number of Workweeks for all Class
15 Members. The respective Workweeks for each Class Member will be divided
16 by the total Workweeks for all Class Members, resulting in the Payment Ratio
17 for each Class Member. Each Class Member's Payment Ratio will then be
18 multiplied by the Net Settlement Amount to calculate each Class Member's
19 estimated Individual Settlement Payments. Each Individual Settlement
20 Payment will be reduced by any legally mandated employee tax withholdings
21 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
22 Members who submit valid and timely requests for exclusion will be
23 redistributed to Settlement Class Members who do not submit valid and timely
24 requests for exclusion on a pro rata basis based on their respective Payment
25 Ratios.
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- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of pay
3 periods for all Aggrieved Employees during the PAGA Period. The respective
4 pay periods for each Aggrieved Employee will be divided by the total pay
5 periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio"
6 for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment
7 Ratio will then be multiplied by the Aggrieved Employee Payment to calculate
8 each Aggrieved Employee's estimated share of the PAGA Settlement.
9
- 10 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
11 Settlement Payments shall be allocated as follows: 1/3 wages ("Wage
12 Portion"); 1/3 as penalties and 1/3 as interest ("Non-Wage Portion").
13
- 14 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
15 Employee Settlement Payments shall be allocated and treated as 100%
16 penalties and shall be reported on IRS Form 1099.
17
- 18 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
19 individual shares of the PAGA Settlement made to Settlement Class Members
20 and/or Aggrieved Employees under this Settlement Agreement, as well as any
21 other payments made pursuant to this Settlement Agreement, will not be
22 utilized to calculate any additional benefits under any benefit plans to which
23 any Class Members may be eligible, including, but not limited to profit-
24 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
25 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
26 Parties' intention that this Settlement Agreement will not affect any rights,
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28

1 contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3
4 6. All monies received by Settlement Class Members under the Settlement which
5 are attributable to wages shall constitute income to such Settlement Class
6 Members solely in the year in which such monies actually are received by the
7 Settlement Class Members. It is the intent of the Parties that Individual
8 Settlement Payments and individual shares of the PAGA Settlement provided
9 for in this Settlement agreement are the sole payments to be made by Defendant
10 to Settlement Class Members and/or Aggrieved Employees in connection with
11 this Settlement Agreement, with the exception of Plaintiff, and that the
12 Settlement Class Members and/or Aggrieved Employees are not entitled to any
13 new or additional compensation or benefits as a result of having received the
14 Individual Settlement Payments and/or their shares of the PAGA Settlement.
15

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17 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 and/or Aggrieved Employees last known mailing address no later than fifteen
20 (15) calendar days after the Funding Date.
21

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employee does not cash his or her settlement check within 90 days,
26 the Settlement Administrator will send a letter to such persons, advising that
27 the check will expire after the 180th day, and invite that Settlement Class
28

1 Member and/or Aggrieved Employee to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employee's individual share of the PAGA
4 Settlement check has not been cashed within one hundred and eighty (180)
5 days, all funds represented by such uncashed checks, plus any interest accrued
6 thereon, shall be distributed consistent with California Code of Civil
7 Procedure Section 384 as follows: to The Shriner's Hospital for Children –
8 Norther California. Class Counsel, Defendant's counsel, Plaintiff and
9 Defendant do not have any interest, pecuniary or otherwise, in Shriner's
10 Hospital.
11
12

- 13 9. Service Award. In addition to the Individual Settlement Payment and his
14 individual share of the PAGA Settlement to be paid to Plaintiff, Plaintiff will
15 apply to the Court for an award of not more than \$10,000, as the Service
16 Award. Defendant does intend to oppose a Service Award of any amount
17 more than \$2,500 for Plaintiff. The Settlement Administrator shall pay the
18 Service Award, either in the amount stated herein if approved by the Court or
19 some other amount as approved by the Court, to Plaintiff from the Gross
20 Settlement Amount no later than ten (10) calendar days after the Funding
21 Date. Any portion of the requested Service Award that is not awarded to the
22 Class Representatives shall be part of the Net Settlement Amount and shall be
23 distributed to Settlement Class Members as provided in this Agreement. The
24 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
25 for his Service Award. Plaintiff shall be solely and legally responsible to pay
26 any and all applicable taxes on his Service Award and shall hold harmless the
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Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees. Defendant understands a motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$76,667.00 plus costs and expenses supported by declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the Gross Settlement Amount will be filed. Any portion of the requested Attorneys' Fees that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than five (5) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$7,500) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$2,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$7,900. The Settlement Administrator shall be paid the Settlement Administration Costs no later than twenty-five (25) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees, the PAGA Payment, and the Claims Administration Expenses.

1. Declaration by Settlement Administrator. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.
 2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.
- N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.
- O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
4
- 5 Q. Amendment or Modification. This Agreement may be amended or modified only by
6 a written instrument signed by counsel for all Parties or their successors-in-interest.
7
- 8 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its Exhibit
11 other than the representations, warranties and covenants contained and memorialized
12 in this Agreement and its Exhibit.
13
- 14 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate
16 this Agreement and to take all appropriate Action required or permitted to be taken by
17 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Agreement. The persons signing
19 this Agreement on behalf of Defendant represents and warrants that he/she is
20 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
21 warrants that he is authorized to sign this Agreement and that he has not assigned any
22 claim, or part of a claim, covered by this Settlement to a third-party.
23
24
- 25 T. No Public Comment: The Parties and their counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any press inquiry, or have
27 any communication with the press about the fact, amount or terms of the Settlement
28

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict
3 Class Counsel from including publicly available information regarding this settlement
4 in future judicial submissions regarding Class Counsel's qualifications and experience.
5 Further, Class Counsel will not include, reference or use the Settlement Agreement for
6 any marketing or promotional purposes, either before or after the Motion for
7 Preliminary Approval is filed.
8

9
10 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
11 to the benefit of, the successors or assigns of the Parties, as previously defined.

12 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
13 shall be governed by and interpreted according to the laws of the State of California.
14

15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
19

20 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
21 is a fair, adequate and reasonable settlement of this Action and have arrived at this
22 Settlement after extensive arms-length negotiations, taking into account all relevant
23 factors, present and potential.
24

25 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
26 respect to the interpretation, implementation and enforcement of the terms of this
27 Agreement and all orders and judgments entered in connection therewith, and the
28

1 Parties and their counsel submit to the jurisdiction of the Court for purposes of
2 interpreting, implementing and enforcing the settlement and all orders and judgments
3 entered in connection with this Agreement.
4

5 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
6 the Court shall first attempt to construe the provisions valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this
8 Agreement valid and enforceable.
9

10 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
11 intend to pursue any claims against the Released Parties, including, but not limited to,
12 any and all claims relating to or arising from Plaintiff's employment with Defendant,
13 regardless of whether Class Counsel is currently aware of any facts or legal theories
14 upon which any claims or causes of action could be brought against Released Parties,
15 including those facts or legal theories alleged in the operative complaint in this Action.
16 The Parties further acknowledge, understand and agree that this representation is
17 essential to the Agreement and that this Agreement would not have been entered into
18 were it not for this representation.
19

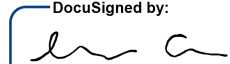
20
21 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this settlement only.
23

24 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
25 Released Claims have merit and give rise to liability on the part of Defendant.
26 Defendant claim that the Released Claims have no merit and do not give rise to
27 liability. This Agreement is a compromise of disputed claims. Nothing contained in
28

1 this Agreement and no documents referred to and no action taken to carry out this
 2 Agreement may be construed or used as an admission by or against the Defendant,
 3 Defendant's legal counsel or Plaintiff or Class Counsel as to the merits or lack thereof
 4 of the claims asserted. Other than as may be specifically set forth herein, each Party
 5 shall be responsible for and shall bear its/his own attorney's fees and costs.
 6

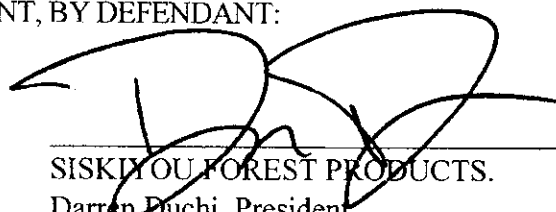
7
 8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

9
 10 DATED: 1/24/2022

DocuSigned by:

 JAMES M. CONLEY 90806F5068024F7...

11
 12
 13 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

14
 15 DATED: 1/24/22


 SISKIYOU FOREST PRODUCTS.
 Darren Duchi, President

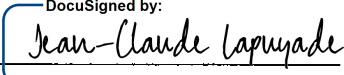
16
 17
 18
 19
 20
 21 IT IS SO AGREED AS TO FORM BY COUNSEL:

22 DATED: 1/24/2022

JCL LAW FIRM, A.P.C.

23
 24 By:

DocuSigned by:



0EBC25D5B9CD469...

25 Attorneys for Plaintiff and the Settlement Class
 26 Members
 27
 28

1
2 DATED: 1/24/2022

ZAKAY LAW GROUP, APLC

3 By:

DocuSigned by:

Shani O. Zakay

4ECDE73A91D4420...

4 Attorneys for Plaintiff and the Settlement Class
5 Members

6
7 DATED: 1/24/22

8 ADDISON LAW

9 By:

Shelley C. Addison

10 Attorneys for Defendant
11
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Conley, et al., v. Siskiyou Forest Products, County of Shasta Superior Court Case No. 195819)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<__>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Shasta (the "Court") has been reached between Plaintiff James M. Conley ("Plaintiff") and Defendant Siskiyou Forest Products, a California Corporation, (hereinafter "Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All employees who are or previously were employed by Defendant and who were classified as non-exempt employees in the Class Period.

The "Class Period" is the period of time running from September 14, 2016 to November 5, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 14, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Shasta. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act (Cal. Lab. Code §2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid all members of the class all wages and overtime that was due; that Defendant provided all members of the class with all legally required meal breaks and rest breaks; that Defendants paid all members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to all members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 5, 2021, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.) a respected jurist and an experienced mediator of wage and hour class actions. The mediation concluding with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$_____, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$76,667.00) and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00 for all expenses incurred as documented in Class

Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Class Representative Service Payment. Class Representative Service Payment of possibly up to Ten Thousand Hundred Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all employees who are or previously were employed by Siskiyou Products in California and were classified as non-exempt employees during the PAGA Period. The PAGA Period means the period of September 14, 2019 to November 5, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or tax liability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. "Released Class Claims" means all class claims alleged in the Action, and all wage-and-hour claims that could have been alleged, at any time or in any manner, in or during the Action based on the facts alleged in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and they will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means (i) all PAGA claims alleged in the Action and/or Plaintiff's PAGA notice to the LWDA; and (ii) all PAGA claims that could have been alleged, at any time or in any manner, in or during the Action based on Plaintiff's PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (September 14, 2016 to November 5, 2021).

Based on this information, your estimated Settlement Share is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the post-marked date of this Notice or any re-mailed or amended Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The telephone number for the Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Conley, et al., v. Siskiyou Forest Products, Case No. 195819*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which *Conley, et al., v. Siskiyou Forest Products, Case No. 195819*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Shelley C. Addison
Addison Law
611 I Street, Suite A
Eureka, CA 95501
Tel.: (707) 845-0084
E-Mail: shelleyaddison7@gmail.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Shasta County Superior Court, located at 1500 Court Street, Redding, CA 96001, before Judge Stephen H. Baker. At this

hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Conley, et al., v. Siskiyou Forest Products, Case No. 195819*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks plus all interest accrued thereon to The Shriner's Hospital for Children – Northern California. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Iyon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 3