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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

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

Plaintiff,

vs.

CORE ANALYTICS LABORATORY, INC., a  
California corporation; CERF DIAGNOSTICS,  
INC., an unknown business entity; and DOES 1  
through 100, inclusive,

Defendant.

Case No. 21STCV31386

Honorable Stuart M. Rice  
Department 1

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: December 30, 2024  
Time: 10:30 a.m.  
Department: 1

Complaint Filed: August 25, 2021  
FAC Filed: June 28, 2024  
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department 1 of the Superior  
2 Court of the State of California, for the County of Los Angeles on December 30, 2024, at 10:30 a.m.  
3 for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for  
4 Justice, PC appears as counsel for Plaintiff Katherine Frank ("Plaintiff"), individually and on behalf  
5 of other members of the general public similarly situated and other aggrieved employees. Landegger,  
6 Verano & Davis appear as counsel for Defendant Core Analytics Laboratory (formerly known as  
7 CERF Diagnostics, Inc.) ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement ("Settlement," "Agreement" or "Settlement Agreement"), attached as "**EXHIBIT 1**" to  
14 the Declaration of Elizabeth Parker-Fawley in Support of Plaintiff's Motion for Preliminary  
15 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the  
16 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted  
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.  
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs  
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution  
25 of the case. It further appears that the Settlement has been reached as the result of intensive, serious  
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

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1           4.           The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration  
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,  
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final  
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted  
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available  
7 to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced  
8 against the probable outcome of further litigation relating to certification, liability, and damages  
9 issues.

10           5.           The Court concludes that, for settlement purposes only, the proposed Class meets  
11 the requirements for certification under section 382 of the California Code of Civil Procedure in  
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
14 community of interest amongst the members of the Class with respect to the subject matter of the  
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff  
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative  
19 of the Class.

20           6.           The Court conditionally certifies, for settlement purposes only, the Class, defined as  
21 follows:

22           All current and former hourly-paid or non-exempt employees who worked for Defendant in  
23 positions other than mobile phlebotomists in California at any time between August 25,  
24 2017 through April 18, 2023 ("General Non-Exempt Class")

25           All current and former hourly-paid or non-exempt employees who worked for Defendant as  
26 mobile phlebotomists in California at any time between April 7, 2021 through April 18,  
27 2023 ("Mobile Phlebotomist Class" and, collectively with the General Non-Exempt Class,  
28 "the Class").

1           7.           The Court provisionally appoints Arby Aiwarzian, Elizabeth Parker-Fawley, and  
2 Ryan Slinger of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

3           8.           The Court provisionally appoints Plaintiff Katherine Frank as the representative of  
4 the Class (“Class Representative”).

5           9.           The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix” or  
6 “Settlement Administrator”) to handle the administration of the Settlement.

7           10.          Twenty-one (21) calendar days after the Court grants Preliminary Approval of the  
8 Settlement, Defendant will provide the Class List to the Settlement Administrator, in the form of a  
9 Microsoft Office Excel spreadsheet (“Class List”) in conformity with the Settlement Agreement.

10          11.          The Court approves, both as to form and content, the Notice of Class Action and  
11 PAGA Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be  
12 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds  
13 that the Class Notice appears to fully and accurately inform the Class Members of all material  
14 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by  
15 submitting a Request for Exclusion, of Class Members’ and PAGA Employees’ right to dispute the  
16 Workweeks and/or PAGA Pay Periods credited to each of them, and of each Settlement Class  
17 Member’s right and opportunity to object to the Class Settlement by submitting a Notice of  
18 Objection to the Settlement Administrator. The Court further finds that distribution of the Class  
19 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,  
20 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements  
21 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court  
22 further orders the Settlement Administrator to send to the Class Notice in English and Spanish to all  
23 Class Members identified in the Class List, via first-class U.S. mail.

24          12.          The Court hereby preliminarily approves the proposed procedure, set forth in the  
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any such person who  
26 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be  
27 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement  
28 or have any right to object, appeal, or comment thereon. Nevertheless, PAGA Employees will be

bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. To object to the Class Settlement, a Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

14. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department 1 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount.

15. Class Counsel shall file a motion for final approval of the Settlement and for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
3 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or  
4 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,  
5 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,  
6 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the  
7 implementation, interpretation, or enforcement of the Settlement.

8 17. In the event the Settlement does not become effective in accordance with the terms  
9 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
10 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
11 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
12 Settlement Agreement.

13 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
15 Members, and retains jurisdiction to consider all further applications arising out of or connected with  
16 the Settlement.

17 **IT IS SO ORDERED.**

18 Dated: \_\_\_\_\_

19 By: \_\_\_\_\_

20 The Honorable Stuart M. Rice  
21 Judge of the Superior Court  
22  
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# Exhibit A

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV31386**

***Katherine Frank v. Core Analytics Laboratory, Inc., et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21STCV34823**

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

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

**YOU ARE NOTIFIED THAT:** A class action and representative action settlement has been reached between Plaintiff Katherine Frank ("Plaintiff") and Defendant Core Analytics Laboratory, Inc., a California corporation, formerly known as CERF Diagnostics, Inc. ("Defendant") (together with Plaintiff, the "Parties") in the cases entitled *Katherine Frank v. Core Analytics Laboratory, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV31386 (the "*Frank Class Action*") and Case No. 21STCV34823 (the "*Frank PAGA Action*") (together, the "Actions"), for which Court approval is being sought in the *Frank Class Action* and which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

**I. IMPORTANT DEFINITIONS**

**"Class" or "Class Members"** means collectively the "General Non-Exempt Class" and the "Mobile Phlebotomist Class" as defined herein.

**"General Non-Exempt Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between August 25, 2017 through April 18, 2023.

**"Mobile Phlebotomist Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**"Class Period"** means the "General Non-Exempt Class Release Period" with respect to the General Non-Exempt Class and the "Mobile Phlebotomist Class Release Period" with respect to the Mobile Phlebotomist Class.

**"General Non-Exempt Class Release Period"** means the time period from August 25, 2017, through April 18, 2023.

**"Mobile Phlebotomist Class Release Period"** means the time period from April 7, 2021, through April 18, 2023.

**"Class Settlement"** means the settlement and resolution of Released Class Claims (described in Section III.D below).

**"PAGA Employees"** means collectively the "General Non-Exempt PAGA Employees" and the "Mobile Phlebotomist PAGA Employees", as defined herein.

**“General Non-Exempt PAGA Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendant in positions other than mobile phlebotomists in California at any time between July 15, 2020 through April 18, 2023.

**“Mobile Phlebotomist PAGA Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendants as mobile phlebotomists in California at any time between April 7, 2021 through April 18, 2023.

**“PAGA Period”** means the “General Non-Exempt PAGA Release Period” with respect to the General Non-Exempt PAGA Employees and the “Mobile Phlebotomist PAGA Release Period” with respect to the Mobile Phlebotomist PAGA Employees.

**“General Non-Exempt PAGA Release Period”** means the time period from July 15, 2020, through April 18, 2023.

**“Mobile Phlebotomist PAGA Release Period”** means the time period from April 7, 2021, through April 18, 2023.

**“PAGA Settlement”** means the settlement and release of Released PAGA Claims (described in Section III.D below).

## **II. BACKGROUND OF THE ACTIONS**

On August 25, 2021, Plaintiff commenced the Class Action Complaint entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV31386 (i.e., *Frank* Class Action). On July 15, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Letter”). On September 21, 2021, Plaintiff commenced the PAGA Action entitled *Katherine Frank v. Core Analytics Laboratory, Inc. et al.*, in the Superior Court of California for the County of Los Angeles, Case No. 21STCV34823 (i.e., *Frank* PAGA Action), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On June 28, 2024, Plaintiff filed a First Amended Consolidated Complaint in the *Frank* Class Action, consolidating the Class Action and PAGA Action (“Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment, and upon termination of employment, and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Actions and denies that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

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

Arby Aiwarzian, Esq.  
Elizabeth Parker-Fawley, Esq.  
Ryan Slinger, Esq.  
Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you may, if you wish, request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment and you may not request exclusion with respect to the PAGA aspects of the Settlement. Even if you request exclusion from the Class Settlement, you will still receive an Individual PAGA Payment if you are a PAGA Employee and will still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes may be appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total settlement amount is Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$183,750.00) and reimbursement of actual litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Actions (“Enhancement Payment”); (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (i.e., \$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Employees.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period (“Workweeks”). Workweeks will be calculated by the Settlement Administrator by determining the number of days between each Class Member’s first day of employment as an hourly-paid, non-exempt employee within the Class Period and their last day of employment as an hourly-paid, non-exempt employee within the Class Period, and dividing by seven (7). The number of Workweeks for each Class Member will be rounded up to the next whole number and each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment. PAGA Employees shall be issued payment of their Individual PAGA Payment regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of 25% of the PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods each PAGA Employee was employed by Defendant during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the 25% portion of the PAGA Amount (“PAGA Employee Amount”) attributed to PAGA Employees by the PAGA Pay Periods worked by all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and then multiplied the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Employee to determine the Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and PAGA Pay Periods Based on Defendant’s Records**

According to Defendant’s records:

**During the period from August 25, 2017 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a General Non-Exempt Class Member.**

**During the period from July 15, 2020 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a General Non-Exempt PAGA Employee.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] Workweeks, as a Mobile Phlebotomist Class Member.**

**During the period from April 7, 2021 to April 18, 2023, you are credited as having worked [ ] PAGA Pay Periods, as a Mobile Phlebotomist PAGA Employee.**

If you wish to Challenge the Calculation of Workweeks and/or PAGA Pay Periods credited to you, you must communicate with the Administrator via email or mail prior to the **[Response Deadline]**. The Administrator must encourage the challenging Class Member or PAGA Employee to submit supporting documentation.

**C. Your Estimated Individual Settlement Payment and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[ ]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

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

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

**D. Released Claims**

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and all PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

“Released Class Claims” means any and all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Action that arose during the Class Period, including the following claims: failure to pay minimum and straight time wages, failure to pay overtime compensation, failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to reimburse necessary business expenses, failure to timely pay final wages upon separation from employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, unfair business practices under the Unfair Competition Act (“UCL”), during the Class Period, including, violation of or claims under the following sections of the California Labor Code Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, California Business & Professions Code § 17200, violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. As to any Settlement Class Member who cashes and/or negotiates the check representing their individual Settlement Payment, the signing and negotiation of that check shall serve as the Settlement Class Member’s consent to join the action for purposes of releasing the Released Class Claims arising under the Fair Labor Standards Act (“FLSA”).

“Released PAGA Claims” means any and all claims, causes of action, damages, expenses, benefits interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the Actions and in Plaintiff’s PAGA Letter.

“Released Parties” means Defendant, and any of its past, present and/or future, direct and/or indirect, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

**E. Attorneys’ Fees and Litigation Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$183,750.00) and reimbursement of actual litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (together “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, the Class Members, the PAGA Employees, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), in recognition of her services in connection with the Actions (“Enhancement Payment”). The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that she may be entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Costs of administering the Settlement are estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks and/or PAGA Pay Period Challenges, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and who are also PAGA Employees, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

### **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending the Administrator a letter ("Request for Exclusion") which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**. Mailed Requests for Exclusion must be sent to the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator ("Notice of Objection"). Class Members may also object to the terms of the Class Settlement by appearing at the Final Approval Hearing and presenting their objection verbally.

Notice of Objections must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs, Enhancement Payment to Plaintiff, PAGA Amount, and Settlement Administration Costs to the Settlement Administrator.

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

## **VI. ADDITIONAL INFORMATION**

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

You may view the Settlement Agreement filed in the *Frank* Class Action and the documents filed in the Actions for a fee by visiting the civil clerk's office, located at 312 N Spring Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/>

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

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