

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Manny Starr (319778)
manny@frontierlawcenter.com
Adam Rose (210880)
adam@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Attorney for Plaintiff and all others similarly situated and the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RORY MASSEY, on behalf of himself and all
others similarly situated and the general public,

Plaintiffs,

v.

MANN+HUMMEL WATER AND FLUID
SOLUTIONS, INC., a Delaware corporation;
MICRODYN-NADIR US, INC., a business form
unknown; and DOES 1 to 100, inclusive,

Defendants

) Case No.: 21CV02965
) Hon. Colleen K. Sterne
) Dept. 5
) CLASS ACTION

) **DECLARATION OF JANELLE**
) **CARNEY IN SUPPORT OF MOTION**
) **FOR CONDITIONAL CERTIFICATION**
) **AND PRELIMINARY APPROVAL OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT**

) Date: November 28, 2022
) Time: 10:00 a.m.
) Dept.: 5

) Action filed: July 27, 2021
) Trial Date: Not Set
)

**DECLARATION OF JANELLE CARNEY IN SUPPORT OF MOTION FOR
CONDITIONAL CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a
5 witness, I could and would competently testify herein.

6 2. I have extensive experience in wage and hour class action litigation. This case
7 seeks to conditionally certify the matter for settlement purposes and obtain preliminary approval
8 of a non-reversionary settlement in the gross amount of \$800,000.00 on behalf of 323 current
9 and former non-exempt hourly individuals employed by Mann + Hummel Water and Fluid
10 Solutions, Inc. and/or Microdyn-Nadir US, Inc. (collectively “Defendants”) at any time from
11 July 27, 2017, until the date of preliminary approval or November 1, 2022, whichever occurs
12 first, which in this case will be the November 1, 2022 date in light of the court’s current
13 calendar.

14 3. Janelle Carney – Attorney at Law, APC specializes in the area of wage and hour
15 issues. For the last twenty (20) years, I have almost worked exclusively on class actions. I
16 graduated from Whittier College School of Law School and obtained my Jurisprudence
17 Doctorate in May 1998. I took the California Bar Examination in February 1999 and received
18 my passing results in May 1999. On June 8, 1999, I was admitted to practice law in the State of
19 California and the federal courts. I have remained in good standing as a member of the California
20 Bar since admission through the present time. I have litigated numerous successful wage and
21 hour class actions in California. From the date of my admission to the bar through December 31,
22 2020, I solely worked at the Law Office of Joseph Antonelli. I became a partner at the Law
23 Office of Joseph Antonelli on July 1, 2007. On January 1, 2021, I opened my own firm, Janelle
24 Carney – Attorney at Law, APC. I have solely focused on wage and hour class actions during
25 my tenure with Law Office of Joseph Antonelli and continue to do so at the present time.

26 4. During my employment with the Law Office of Joseph Antonelli, our office in
27 conjunction with the Law Offices of Kevin T. Barnes, completed a court trial in the case of
28 Mutuc v. Huntington Memorial Hospital, Case No. BC288727. Joseph Antonelli and declarant

1 have been successful in obtaining favorable published opinions for employees in the state of
2 California on at least eight (8) major issues in each of the following cases:

- 3 a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App.
4 4th 893, 906;
- 5 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- 6 c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- 7 d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- 8 e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- 9 f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- 10 g. Laffitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- 11 h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

12 These cases were landmark decisions in the manner in which the regular rate must be
13 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
14 overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time
15 penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the
16 interests of putative class members in a wage and hour case who want their identity protected
17 (Tien); the standard to prove that an employer has waived its right to arbitrate an employment
18 claim against an employee who filed a class action (Hoover); the standard of when an employer
19 is required to reimburse employees for cell phone usage and other business expenses in order to
20 perform the employees’ duties, even if there was no direct costs to the employees (Cochran); the
21 application of the tolling doctrine as applied to subsequent class actions being filed when the
22 previous class action was disposed of without a ruling on certification (Falk); the Laffitte
23 decision laid out the requirements for approval of a class action settlement including an in depth
24 analysis on the attorneys’ fees request on a common fund. In Laffitte, the California Supreme
25 Court affirmed the trial court and appellate court ruling and holds that the attorney fee award
26 made on a common fund basis (percentage of the settlement) is the law in California; and that
27 employees whose employment is governed by a collective bargaining agreement have not
28

1 waived their right to bring statutory claims in court unless there is a clear and unmistakable
2 waiver of their rights (Vasserman).

3 **CLASS ACTION EXPERIENCE**

4 I have previously served as class counsel in a number of class action cases, including
5 wage and hour matters. The following is a sample of matters wherein I have been approved as
6 class counsel:

7 **NORTHERN CALIFORNIA COUNTIES**

8 **DOCTORS HOSPITAL OF MANTECA, INC.**

9 (1) On or about November 23, 2020, Honorable Jayne Lee entered an Order Granting
10 Final Approval of Settlement, in Lyle v. Doctors Hospital of Manteca, Inc., et al., San Joaquin
11 County Superior Court Case No. STK-CV-UOE-2016-6523. The Law Office of Joseph
12 Antonelli and other counsel were approved as class counsel for settlement purposes. Judge
13 Strauss approved the settlement in the amount of **\$3,750,000.00**, awarded attorneys' fees in the
14 amount of \$1,250,000.00 (33.33% of the settlement), and awarded an enhancement to the three
15 Class Representatives totaling \$7,900.00;

16 **JIFFY LUBE**

17 (2) On or about May 2, 2007 the Santa Clara Superior Court by the Honorable Jack
18 Komar entered an Order granting final approval in the matter of Jiffy Lube Overtime Cases,
19 Santa Clara Case No. 03CV817723. The Law Office of Joseph Antonelli and the Law Offices of
20 Kevin T. Barnes were approved as class counsel. The case involved mis-classification of
21 defendant's salaried exempt employees titled "General Managers," meal violations, rest
22 violations, and pay stub violations. The court approved the settlement in the amount of
23 **\$6,000,000.00**. Each of the four class representatives was awarded an individual award of
24 \$20,000. Judge Komar also awarded attorneys' fees in the amount of \$1,800,000;

25 **SAN BERNARDINO COUNTY**

26 **KAISER FOUNDATION HOSPITALS**

27 (3) On or about October 21, 2019, Hon. David S. Cohn granted Final Approval of
28 Class Action Settlement in the amount of **\$20,000,000.00** in the matter of Tilton v. Kaiser

1 Foundation Hospitals, San Bernardino Superior Court Case No. CIVDS1517937. The Law
2 Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, Law Offices of Sahag Majarian
3 II, and United Employees Law Group, PC were approved as Class Counsel for all purposes.
4 Furthermore, the Court did award class representative enhancements in the amount of \$30,000 to
5 one lead Plaintiff and \$20,000 to the second lead Plaintiff.

6 **ST. MARY MEDICAL CENTER**

7 (4) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of
8 Class Action Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior Court
9 Case No. CIVDS1304898, approving a class action settlement of **\$5,750,000**. The Law Office of
10 Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law Group were approved
11 as Class Counsel for all purposes. The Sanchez matter was certified on several key subclasses,
12 including overtime theories on behalf of class members that were part of a union and not paid
13 daily overtime premiums and AWS theories. The Sanchez theories certified and set for trial
14 were similar to claims being litigated in the Tilton action. Furthermore, the Court did award
15 \$15,000.00 for the class representative, a former employee at the time she filed the class action
16 complaint. Furthermore, Judge Foster awarded attorneys' fees in the amount of 1/3 of the
17 common fund in the amount of \$1,916,666.60.

18 **UNIFIRST CORPORATION**

19 (5) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting
20 Final Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San
21 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action settlement of
22 **\$1,100,000**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
23 approved as class counsel for settlement purposes. Furthermore, the Court did award \$25,000.00
24 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded attorneys' fees
25 of \$330,000;

26 **AMERICAN INCOME LIFE INSURANCE COMPANY**

27 (6) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
28 Final Approval of a Proposed Class Action Settlement in Hoover v. American Income Life

1 Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a class
2 action settlement of **\$6,250,000.00**. The Law Office of Joseph Antonelli and other counsel were
3 approved as class counsel. Furthermore, the Court did award \$25,000.00 each for two (2) of the
4 class representatives. Judge Davis also awarded attorneys' fees in the amount of \$2,083,333.33;

5 **LOS ANGELES COUNTY**

6 **HUNTINGTON MEMORIAL HOSPITAL**

7 (7) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
8 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
9 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
10 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
11 Barnes were approved as class counsel and served as trial counsel in this matter, with trial
12 testimony and argument concluding on April 6, 2007. The matter was re-opened for closing
13 argument on July 23, 2007. As set forth above the same issue that is present in the case at bar
14 was at issue in the Mutuc matter. The Mutuc matter was tried in approximately 12 days,
15 including partial days and opening and closing statements. Furthermore, there were a total 28 of
16 witnesses who testified. The case resulted in an approximate **\$32.8 million** award for the class
17 and ultimately settled with the related case of Kiely v. Huntington Memorial Hospital for \$60
18 million. The Court approved attorneys' fees in the amount of \$18,000,000.00. Furthermore, the
19 Court did award \$50,000.00 for each of the Mutuc class representatives and \$20,000.00 for the
20 Kiely representative;

21 (7a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
22 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
23 Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior
24 Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington
25 Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of
26 Joseph Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for
27 settlement purposes;

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1 **PAGADUAN V. TENET HEALTHCARE**

2 (8) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
3 others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No.
4 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
5 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action
6 settlement. The court approved the settlement in the amount of **\$85,000,000.00**. Furthermore,
7 the Court did award \$75,000 for each of the named class representatives. Additionally, the Court
8 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
9 attorneys' fees in the amount of \$22,844,022.50;

10 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

11 (9) On or about November 12, 2008, Hon. Victoria Chaney entered an Order
12 Granting Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital
13 of Southern California, Los Angeles Superior Court Case No. BC380177, approving a class
14 action settlement of **\$20.25 million**. The Law Office of Joseph Antonelli and the Law Offices of
15 Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court
16 did award \$20,000.00 for two (2) of the class representatives and \$5,000 for one class
17 representatives. Judge Chaney also awarded attorneys' fees in the amount of \$3,989,087.50;

18 **CHILDREN'S HOSPITAL LOS ANGELES**

19 (10) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the
20 matter of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No.
21 BC477830. On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary
22 approval of class action settlement in the amount of **\$27,000,000.00**, attorneys' fees in the
23 amount of \$9,000,000.00, and class representative enhancements to the five (5) Class
24 Representatives in an amount totaling \$67,500.00. At the final approval on September 19, 2016
25 the Court entered Final Approval of the Class action settlement and awarded the attorneys' fees
26 request of 33 1/3% in the amount of \$9,000,000 in addition to awarding the class representative
27 enhancements in the amounts requested ranging from \$10,000 to \$25,000 for each of the five (5)
28 representatives;

GOOD SAMARITAN HOSPITAL

(11) The Law Office of Joseph Antonelli was approved as class counsel in the matter of Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancements and Motion for Conditional Certification and Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in the amount of **\$6,175,000.00**, attorneys' fees in the amount of \$1,500,000.00 and Class Representative Enhancements to the two (2) Class Representatives in the amount of \$25,000.00 each;

WHITE MEMORIAL MEDICAL CENTER

(12) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v. Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in which the Honorable William F. Highberger was presiding and approved a final settlement in the amount of **\$8,750,000**, attorneys' fee request of \$2,916,966 and class representative enhancement awards of \$40,000 to both class representatives;

KAISER PERMANENTE HOSPITAL

(13) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the amount of **\$21,750,000**, attorneys' fee request of \$5,437,500 and class representative enhancement awards of \$90,000 to both class representatives;

IRON MOUNTAIN

(14) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter of Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior Court Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and approved a final settlement on January 13, 2016, in the amount of **\$2,800,000.00**, attorneys' fee

request of \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the three Class Representatives;

ROBERT HALF

(15) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R. Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc., Los Angeles Superior Court Case No.: BC321317. The Law office of Joseph Antonelli and Law Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final Approval on April 10, 2013 approving the settlement of **\$19,000,000.00**. The Law Offices of Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court did award the cumulative amount of \$80,000.00 for the three (3) class representatives in the individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

FIRST CHOICE

(16) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc. (First Choice), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification of employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20, 2011, final approval was granted in the total amount of **\$1.7 million**. Furthermore, the Court did award the cumulative amount of \$60,000.00 for the three (3) class representatives in the individual amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the amount of \$600,000;

LOWES

(17) On or about April 16, 2008, the Los Angeles County Superior Court granted final approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. The court approved the settlement in the amount of **\$23,000,000.00**. The two (2)

1 lead class representatives received \$25,000 each as individual awards. The Court also awarded
2 attorneys' fees in the amount of \$5,750,000;

3 **ORANGE COUNTY**

4 **ST. JUDE HOSPITAL**

5 (18) On or about September 10, 2018, the Honorable William Claster entered an Order
6 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
7 and Motion for Final Approval of Class Action Settlement in the matter of Davis and Krajec v.
8 St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County Superior Court
9 Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli and the Law
10 Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded attorneys'
11 fees of \$2,141,000, from the gross settlement value of **\$7,500,000** and the Court did award
12 enhancement amounts of \$12,000, for Leah Davis, a current employee and class representative
13 and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other three (3)
14 former employees and class representatives;

15 **MILLER V. CHOC**

16 (19) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised
17 Order and Judgment Granting Final Approval of Class Action Settlement in the matter of Miller
18 v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-2014-
19 00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis
20 Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000 or
21 30% of the gross settlement value of **\$4,500,000.00** and an enhancement award of \$10,000 (the
22 amount requested by Class Counsel) for Class Representative, Erik Mara;

23 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

24 (20) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
25 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
26 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No.
27 30-2015-00780115-CU-OE-CXC, approving a class action settlement of **\$1,375,000.00**. The
28 Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes.

Furthermore, the Court did award \$20,000.00 for the class representative. Judge Sanders also awarded attorneys' fees in the amount of \$412,500;

PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY

(21) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel and other counsel were approved by the Orange County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v. Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of York v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class certification in Pate, and on March 23, 2012 final approval was granted in both matters, totaling in the amount of **\$17,500,000**. Furthermore, the Court did award amounts ranging from \$25,000, \$15,00 and \$10,000 for each of the four (4) class representatives. The Court also awarded attorneys' fees in the amount of \$4,686,862 in the Pate matter, and \$375,000 in the York matter;

ST. JOSEPH HOSPITAL OF ORANGE (SJHO)

(22) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No. 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further entered Orders Granting Preliminary and Final Approval of Class Action Settlement. Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of **\$12,000,000**. Furthermore, the Court did award \$20,000.00 for each of the class representatives;

HOAG

(23) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final Approval of Class Action Settlement in Corona v. Hoag Memorial Hospital Presbyterian, Orange County Superior Court Case No 30-2009-00295587. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Andler did approve the gross settlement of **\$4,000,000**. Furthermore, the Court did award \$20,000.00

for each of the class representatives. Judge Andler also awarded attorneys' fees in the amount of \$1,333,320.00;

STAPLES

(24) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel. The case involved misclassification of defendant's salaried exempt "manager" employees. The Court also entered Final Approval Order on or about April 16, 2008, approving a class action settlement in the amount of **\$38,000,000**. Furthermore, the Court did award \$5,000.00 for five (5) of the class representatives. Judge Bauer also awarded attorneys' fees in the amount of \$11,400,000;

SAN DIEGO COUNTY

VIBRA HEALTHCARE WAGE AND HOUR CASES

(25) On or about September 7, 2018, Honorable Richard E.L. Strauss entered an Order Granting Final Approval of Settlement, in Vibra Healthcare Wage and Hour Cases, JCCP No. 4874. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of **\$5,500,000.00**, awarded attorneys' fees in the amount of \$1,833,150.00 (33.33% of the settlement), and awarded an enhancement to the three Class Representatives totaling \$35,000.00;

CLASSIC RESIDENCE MANAGEMENT, LP dba VI

(26) On or about May 31, 2016, Honorable Richard E.L. Strauss entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancement; and Motion for Conditional Certification and Final Approval of Class Action Settlement, in Victoriano v. Classic Residence Management, LP dba Vi, San Diego Superior Court Lead Case No. 37-2014-00028031-CU-OE-CTL. The Law Office of Joseph Antonelli was approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of **\$3,000,000.00**, awarded attorneys' fees in the amount of \$900,000.00 (30% of the settlement), and awarded an enhancement to the Class Representative in the amount of \$25,000.00;

1 **PARTY CITY**

2 (27) On or about April 6, 2009, the San Diego Superior Court entered an Order
3 Granting Plaintiff's Motion for Class Certification in the matter of Grassi v. Party City
4 Corporation, San Diego Superior Court Case No. GIC874341. The Law Office of Joseph
5 Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel in this
6 certified matter. The San Diego Superior Court entered a Final Approval order on October 15,
7 2010, approving a class wide settlement in the amount of **\$1,495,000.00**. Furthermore, the Court
8 did award \$ 25,000.00 for the class representative. Judge Steven R. Denton also awarded
9 attorneys' fees in the amount of \$498,283.50

10 **K-MART**

11 (28) On or about December 19, 2007, the San Diego Superior Court entered an Order
12 Granting Final Approval of Class Action Settlement in the matters of Clarkson v. K-Mart
13 Holding Corporation, Case No. GIC840442 and Wallace v. K-Mart Corporation, United States
14 Bankruptcy Court, Northern District of Illinois - Eastern Division, Case No. 02-02474, in the
15 amount of **\$7,900,000.00**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
16 Barnes were approved as class counsel. The court awarded the class representatives an
17 enhancement of \$25,000.00. Judge Ronald L. Styn also awarded attorneys' fees in the amount of
18 \$2,370,000;

19 **RIVERSIDE COUNTY**

20 **PARKVIEW COMMUNITY HOSPITAL**

21 (29) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and
22 Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and
23 Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical
24 Center, Riverside Superior Court Case No. RIC 1406044, approving a class action settlement of
25 **\$2,550,000.00**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
26 were approved as class counsel. Furthermore, the Court did award \$35,000.00 for the class
27 representative. Judge Waters also awarded attorneys' fees in the amount of \$805,000;

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UNITED STATES DISTRICT COURT

GARCIA v. WAL-MART STORES

(30) On or about September 28, 2018, Hon. Terry J. Hatter entered an Order Granting Plaintiff's Motion for Class Certification, as to various classes and subclasses in Garcia v. Wal-Mart Stores, Inc., United States District Court Case No. 5:16-CV-01645-TJH-RAO. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and Law Office of Raphael A. Katri have been appointed class counsel in said matter. The trial in this matter is currently set for January 23, 2023.

MOSQUEDA V. UNIFIRST

(31) On or about December 17, 2015, Hon. Andre Birotte entered an Order Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement in Mosqueda v. Unifirst Corp., United States District Court Case No. CV 14-05324-AB (VBx). The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. The settlement approved was in the amount of **\$2,600,000.00**. The Court did award \$25,000.00 for the class representative enhancement to the former employee class representative. The court awarded the attorneys' fees in the amount of \$780,000.00 or 30% of the common fund;

KINDRED HEALTHCARE

(32) On or about March 5, 2013, the Honorable Dean D. Pregerson entered an Order Granting in Part and Denying in Part Plaintiffs' Joint Motion for Class Certification of approximately 9,000 class members who worked at approximately 16 Kindred facilities in California, in the matter of Escano v. Kindred Healthcare Operating, Inc., United States District Court Case No. CV 09-04778 DDP (RZx). The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel. Thereafter on or about September 29, 2014, the Court entered an order granting preliminary approval of a **\$16.5M** settlement, including an award of 33 1/3% in attorney fees and awarding the class representative enhancements in the amounts requested ranging from \$25,000.00 to \$20,000.00 for each of the five (5) representatives;

1 **PROCARE ONE NURSES, LLC**

2 (33) On or about November 21, 2011, Hon. Christina A. Snyder entered an Order
3 Granting Final Approval of a Proposed Class Action Settlement and Judgment Thereon in
4 Nesbitt v. Procare One Nurses, LLC, United States District Court Case No. 10-CV-09224-CAS-
5 JEM. The Law Office of Joseph Antonelli and one other firm were appointed class counsel. The
6 settlement was approved in the amount of **\$1,800,000.00**. Furthermore, the Court did award
7 \$20,000.00 for the class representative. The court awarded the attorneys' fees in the amount of
8 \$780,000.00 or 30% of the common fund; and

9 **WERNER ENTERPRISES, INC.**

10 (34) On or about March 4, 2013, Hon. Margaret M. Morrow entered an Order and
11 Judgment Granting Final Approval of Class Action Settlement, Attorney's Fees and Costs and
12 Class Representative Enhancement in Simona Montalvo v. Werner Enterprises, Inc., United
13 States District Court Case No. EDCV11-294MMM (OPx). The Law Offices of Kevin T. Barnes
14 and the Law Office of Joseph Antonelli were approved as class counsel. The settlement was
15 approved in the amount of **\$575,000.00**. Furthermore, the Court did award \$7,500.00 for the
16 class representative. The court awarded the attorneys' fees in the amount of \$191,666.66.

17 5. I believe that the settlement achieved is excellent as a result of various factors.
18 This case and is being presented for preliminary approval after over one (1) year of litigation
19 including written discovery, preparing to file Plaintiff's motion for class certification.

20 6. The class size is approximately 323 employees based on Defendants' data
21 provided during the informal exchange of data in conjunction with mediation. The class is
22 numerous and ascertainable, as all are current or former employees with Defendants. Further,
23 Plaintiff alleges commonality with common questions of law and facts; the Plaintiff has typical
24 claims as to the entirety of the class members; the Plaintiff has no claims that are antagonistic to
25 the class members; the Plaintiff and Class Counsel are adequate representative and counsel,
26 respectively; and the class action mechanism is a superior mechanism to resolve the claims of the
27 approximately 323 Class Members. Mr. Massey's declaration is filed concurrently herewith.

28 7. While the details of the settlement for the Class Members are set forth in the

proposed CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (“Settlement Agreement”), the settlement for each participating Class Member and PAGA Representative Action Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification, and the costs of litigation. A true and correct copy of the Settlement Agreement attached hereto as **Exhibit 1** has been signed by all parties.

8. Pursuant to Kullar v. Footlocker Retail Inc., 168 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th 1794, the following describes the settlement's reasonableness. This case has had a concentrated litigation history as the parties had swiftly moved this case quickly to the current stage, while conserving resources. Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants’ defenses thereto, and the difficulties in establishing damages for the Plaintiff and Class Members. The case was hotly contested for approximately one (1) year and two (2) months.

On August 25, 2022, the Parties participated in an all-day mediation presided over by Steven G. Mehta, which led to the Class Action and PAGA Settlement Agreement. Based on the foregoing, Plaintiff has determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members.

The reasonable exposure value and settlement value are as follows:

CLAIM	REASONABLE EXPOSURE	SETTLEMENT VALUE	%
regular rate	\$34,500	\$30,000.00	87%
Meal	\$350,000	\$200,000.00	57%
Rest	\$500,000	\$250,000.00	50%
Pay Stub	\$270,000	\$170,000.00	63%

Waiting Time Penalties	\$250,000	\$150,000.00	60%
TOTALS	\$ 1,404,500.00	\$800,000.00	57%

The exposure and settlement values are based on the following:

A. **Strength of the Plaintiff's Case:** The parties have exchanged both formal and informal written discovery and several hundred pages of documents. Declarant has further investigated the applicable law as applied to the facts discovered regarding the alleged claims, damages, and potential defenses thereto, and need an expert to review and analyze the payroll and timekeeping records.

In pertinent part, the investigation has yielded the following: Plaintiff generally alleges that Plaintiff, the putative class, and aggrieved employees have suffered damages; that Defendant did not properly calculate the "regular rate of pay" resulting in underpayments to Plaintiff, the putative class, and aggrieved employees of wages and overtime premiums owed to them; that Defendants did not pay Plaintiff, the putative class, and aggrieved employees all wages and overtime premiums owed to them; that Defendant did not pay Plaintiff, the putative class, and aggrieved employees all premium wages for meal and rest period violations; that Defendant did not provide Plaintiff, the putative class, and aggrieved employees with legally compliant accurate itemized wage statements; that Defendant owe wages, penalties, liquidated damages, waiting time penalties, interest, attorneys' fees or other damages of any kind based on a failure to fully or timely compensate Plaintiff, the putative class, and aggrieved employees for all hours worked at any time on or before the last day of the Relevant Time Period while working for Defendants (whether based on contract, the California Wage Orders, the California Labor Code, or any other applicable law); that Defendant engaged in alleged unlawful, unfair and/or fraudulent business practices under California and Business and Professions Code §17200 *et seq.*; that Defendants violated the Labor Code Private Attorney General's Act of 2004 ("the PAGA Claim") and that Plaintiff, the putative class, and aggrieved employees were harmed by the conduct alleged in the Action. Thus, Plaintiff demanded various amounts for

1 wages, penalties, interest, costs, attorneys' fees, and other damages, on behalf of himself, the
2 putative class, and aggrieved employees. Here, class treatment is warranted for the class, as to
3 Plaintiff's meal and rest period claims, the wage statement claims, and the failure to pay all
4 wages claims.

5 Accordingly, the full exposure at trial excluding the discretionary PAGA penalties based
6 on the reasonable valuation and discounting for risk factors for the class members would have
7 been approximately \$1,404,500.00. Thus, the settlement of \$800,000.00 represents
8 approximately 57% of reasonable value of the case which is an excellent result for the class
9 members and aggrieved employees. Plaintiff calculated the reasonable PAGA penalties to be
10 valued at \$70,600.00 based on this being an initial violation against Defendants. Plaintiff
11 believes the few cases that reported a PAGA trial that the discretionary penalties are discounted
12 by approximately 75%-85%. The parties have agreed to allocate \$25,000.00 or approximately
13 35% of the PAGA penalties to this claim.

14 B. The risk, expense, complexity and likely duration of further litigation: Continued
15 litigation would have been costly with uncertain recovery. While Plaintiff strongly believes in
16 his case, individual issues could have been a factor in determining damages and possible
17 decertification, which would have resulted in the class receiving nothing.

18 C. The risk of maintaining class action status through trial: Plaintiff was confident in
19 his ability to maintain class certification status as to the paystub class. Therefore, uncertainty as
20 to individual issues could have prevented the matter going forward as a class action through to
21 trial.

22 D. With respect to the amount of the settlement, the number of "cents on the dollar"
23 or percentage of total damages the settlement represents, a fair and reasonable settlement
24 amount. Accordingly, the settlement presented to the Court is approximately 57% of the
25 reasonable evaluation of the entire case exposure. Plaintiff discounted the claims for reasonable
26 factors, as set forth above. Overall, under the Dunk and Kullar factors, the amount of the
27 settlement given the risks of potentially being subject to decertification and ultimately liability
28 given the current uncertainty in the law demonstrates that the settlement is fair and reasonable.

1 **A. Regular Rate**

2 The Plaintiff alleges improper calculation of the regular rate. Defendants maintained
3 improper policies by failing to properly calculate the regular rate, including but not limited to
4 failing to include non-discretionary bonus pay into the regular rate of pay. This would be a
5 highly contested legal issue that the parties would each have sought summary adjudication as
6 Defendant denies that any bonuses were discretionary and maintained that the bonuses were not
7 required to be included in the regular rate for overtime purposes. In reality, the full exposure on
8 the regular rate claim is approximately **\$34,500.00** Accordingly, the Plaintiff placed reasonable
9 value of the regular rate claim for settlement purposes at a **\$30,000.00** valuation based on the risk
10 and likelihood of pursuing through trial. This valuation takes into consideration Plaintiff's
11 counsels' analysis of the law, evidence produced by the Defendant. This valuation is **87%** of the
12 reasonable value of the regular rate claim.

13 **B. Meal and Rest Period Claims**

14 The Plaintiff's theory on the meal break claim was based on Defendants' failure to
15 provide Plaintiff and the putative class members with compliant meal and rest periods under
16 California law. Defendants requires its employees to meet burdensome production quotas which
17 prevent Plaintiff and the putative class members from being able to take timely, legally
18 compliant meal and rest breaks. Defendants failed to adopt, implement, and enforce a uniform
19 meal period policy that complied with California law. For example, Defendants had a practice of
20 requiring employees to work through their meals while they remain on site, thereby failing to
21 provide Plaintiff and the putative class members with duty-free meal periods as required by
22 California law. The difficulty in Plaintiff's theory is that this would require survey experts and an
23 analysis to ensure that there was a company-wide practice.

24 Plaintiff's expert calculated the actual and reasonable maximum meal break exposure to
25 be approximately **\$350,000.00**. This calculation was arrived at by reviewing the data and
26 analyzing all shifts in excess of 5 hours. Thereafter, Plaintiff applied a violation rate on average
27 of 46% to arrive at the reasonable exposure figure of \$350,000.00. The higher violation rates
28 occurred in the beginning of the class period with a lower violation rate at the end of the class

1 period. Plaintiff further discounted the meal break claim to account for individual issues, risks
2 of certification, and liability to arrive at a reasonable settlement value of this claim at
3 **\$200,000.00** or approximately 57% of the reasonable maximum exposure.

4 As to the rest period claim, Plaintiff alleges that Defendants failed to adopt, implement,
5 and enforce a uniform rest period practice that complied with California law. Defendants failed
6 to authorize and permit Plaintiff and the putative class members to take duty-free rest periods of
7 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiff and the
8 putative class members to regularly work through their rest periods to complete their duties
9 and/or remain on the premises for the premises for their breaks. As such, Plaintiff and the
10 putative class members were not authorized and permitted to take their duty-free off premises
11 rest periods. Plaintiff relied on his personal experience to arrive at a reasonable exposure value
12 of **\$ 500,000.00**. This reasonable exposure is based on a violation rate of approximately of 3 rest
13 break violations per pay period. Plaintiff places a reasonable settlement value of **\$250,000.00** or
14 approximately 50% to account for potential difficulties in certifying a rest period class and for
15 liability purposes. Defendant contends that the class is not amenable to certification as a result of
16 a myriad of individual issues. Accordingly, the settlement value results in an approximate 1 rest
17 violations per pay period.

18 **C. Paystub Claim**

19 As to the paystub penalty, Defendant failed to properly calculate the rates of pay per the
20 bonus. This claim is derivative claim for above violations. To reiterate these theories are as
21 follows: deficient paystubs due to (1) (derivative) failure to list the correct gross wages earned,
22 net wages earned, and the applicable hourly rates (including the correct overtime rate) as a result
23 of the regular rate miscalculation on overtime rates in those pay periods that the bonuses paid
24 covered. The Plaintiff arrived at a maximum reasonable exposure of this claim of approximately
25 **\$ 270,000.00**. This figure was arrived at by first calculating the exposure on the unreasonable
26 assumption that 100% of each wage statement that was provided to the class members violated
27 LC §226, this maximum exposure, provided a baseline in determining the reasonable value.
28 Plaintiff believes the reasonable settlement value of this claim is approximately **\$170,000.00**, or

63% of the reasonable exposure, is proper. This is especially true given the case of *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018), where the Court of Appeal has stated pure derivative pay stub claims are not viable and there is a question now in light of *Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93, 117, (2022) “In short, missed-break premium pay constitutes wages for purposes of Labor Code section 203, and so waiting time penalties are available under that statute if the premium pay is not timely paid. We disapprove *Ling v. P.F. Chang's China Bistro, Inc.*, supra, 245 Cal.App.4th 1242, to the extent its discussion of Labor Code sections 203 and 226.7 is inconsistent with this opinion.”

D. Waiting Time Penalty

The waiting time penalty claim is derivative. Accordingly, the reasonable exposure of this claim is approximately **\$250,000.00**. The reasonable exposure is based on the assumption that Plaintiff could prevail on approximately 60% of the full value of the claim. The Plaintiff discounted the full value of the claim as it is not reasonable to believe that the Court would award 100% of waiting time penalties to each class member that is no longer with the company, on a pure derivative basis. The reasonable exposure is based on risk and the fact that waiting time penalties are not awarded if a good faith dispute exists as the class would not have been able to prove “willful” withholding of wages. Furthermore, as stated above, this was a derivative claim. Plaintiff considered that under Labor Code §203 there is only a penalty if "an employer willfully fails to pay" all wages due to an employee upon separation. Willfulness does not exist if there is a "good faith dispute," in fact or law that wages were due, even if the employer's reasoning ultimately proves incorrect. Amoral v. Cintas Corp. (2008) 163 10 Cal.App.4th 1 157, 1204; Title 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.")

Once Plaintiff determined the maximum reasonable value of the claim, Plaintiff reviewed the data provided and determined that Plaintiff and the class had about a 60% chance to recover

1 on the reasonable settlement exposure. Accordingly, Plaintiff arrives at the reasonable
2 settlement value of **\$150,000.00** for the waiting time penalty claim.

3 9. The settlement class is composed of:

4 Class Members: All non-exempt hourly employees of Defendants who worked at any time from
5 July 27, 2017, until the date of preliminary approval or November 1, 2022, whichever occurs
6 first; and

7 Aggrieved Employees: All non-exempt hourly employees of Defendants who worked at any
8 time from July 7, 2020, until the date of preliminary approval or November 1, 2022, whichever
9 occurs first.

10 The allocation between production employees and administrative employees is due to the
11 difference in how employees were paid. Production employees earned production bonuses that
12 were not factored into the regular rate. Further, meals/rest periods required production
13 employees to be relieved of duty. Administrative employees did not have the same relief
14 restrictions and did not earn production bonuses.

15 10. The settlement amount is fair and reasonable based on a review of all objective
16 evidence. The parties' assessment of the matter is based on extensive research before and during
17 the litigation and the informal production of data and policies as part of the agreement to mediate
18 this matter. Additionally, Plaintiff hired an expert to evaluate the time and payroll records that
19 were produced for mediation purposes.

20 11. This settlement, subject to the Court's approval, is the product of tremendous
21 effort, and a great deal of expense by the parties and their counsel. The settlement was reached
22 after factual and legal research, discovery, including informal data exchange, including the
23 Plaintiff's and class payroll records and sampling of time records, review of hundreds of pages of
24 documents, and one (1) full-day mediation.

25 12. I believe that the class representative individual award of Seven Thousand Five-
26 Hundred Dollars (\$7,500.00) to Rory Massey is fair and reasonable. Furthermore, the
27 enhancement does include a very broad and comprehensive general release, a Civil Code §1542
28 General Release. See Declaration of Rory Massey filed concurrently herewith. Plaintiff was

instrumental in providing information throughout this litigation and was vigilant to ensure class members were fairly treated. Plaintiff did sign a Retainer Agreement and Duties of Class Representative documents indicating that he understood the risks and obligations of acting as a Class Representative.

13. The Class Representative was instrumental in getting the settlement figure for the benefit of the class. There are few individuals that are willing to act as Class Representative in these types of actions. There is no doubt that without the Class Representative's hard work, diligence, and willingness to assume a large financial risk, there would have been no recovery in this case. Furthermore, the class representative does not have any conflicts of interest or claims that were antagonistic to the class claims that would prevent him from fairly and adequately protecting class interests through trial.

14. The parties have agreed to utilize the services of ILYM Group, Inc. ("ILYM") to serve as the Settlement Administrator. Declarant has obtained bids for Settlement Administrator services from two (2) separate companies. A true and correct copy of ILYM's estimate dated September 14, 2022 to administer this settlement is attached hereto and marked as **Exhibit 2**. Said costs should not exceed **\$9,700.00**.

15. A true and correct copy of ILYM's qualifications are attached hereto and marked as **Exhibit 3**.

16. The parties have allocated \$25,000.00 of the Maximum Settlement Amount as Private Attorney General Act (Labor Code §2698, Et. Seq.) "PAGA" penalties. (**Exh. 1** Settlement Agreement ¶3.2.5.) Furthermore, my office has uploaded the Notice of Motion, the Memorandum of Points and Authorities, and the declarations in support of the proposed settlement to the LWDA, pursuant to Labor Code § 2699 (1)(2). See Proof of Submission (**Exh. 4**, hereto).

17. Janelle Carney – Attorney at Law, APC and the Frontier Law Center have always been prepared to zealously pursue this case on behalf of the Class Members through trial on the merits if necessary. All Class Counsel in this settlement maintained the best interests of the class members in litigating the case and ultimately settling the matter. All counsel has agreed to a fee

split and advised Plaintiff of the fee split in writing and obtained consent of the class representative of the fee split which is set forth in this paragraph. The client and class representatives have approved of the fee split in a written agreement as required by California Rules of Professional Conduct 2-200(A). The fee split provides that Janelle Carney – Attorney at Law, APC and Frontier Law Center will each receive **50%** of any fee. The total amount of attorneys’ fees requested in this matter is \$266,666.67. Accordingly, assuming the Court awards the full amount of attorneys’ fees, the fee split would result as follows:

Janelle Carney – Attorney at Law, APC:	\$133,333.33
Frontier Law Center:	\$133,333.33
Total Fee Request	\$266,666.66

18. Janelle Carney – Attorney at Law, APC’s (JCAL) costs are approximately \$7,830.72 as of the date of this declaration. This does not include costs from September re various filings. Attached to this declaration as **Exhibit 5** is a true and correct copy of JCAL’s cost bill. Frontier Law Corp., co-counsel is submitting its own itemized cost bill attached as exhibits to their respective declarations filed concurrently herewith. Plaintiff’s attorneys request a cost reimbursement of not more than \$15,000.00, exclusive of Settlement Administration Costs. Class counsels’ total costs to date are as follows:

JCAL:	\$7,830.72
Frontier Law Center:	\$4,530.94
Total:	\$12,361.66

Declarant will provide a supplemental detailed cost bill along with the Final Approval Declaration to verify said costs incurred and requested. JCAL further requests a reasonable future cost estimate from the date of Preliminary Approval through final distribution of \$1,500, as the current cost figures do not include final billing of costs that will result during the claims process and Final Approval filings, but of course, declarant will update the Court with costs incurred at the time of filing the Final Approval papers in this action. I have reviewed each cost incurred to date and believe each cost to be reasonable and necessary in order to effectively prosecute the claims of the class.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed at Chino Hills, California on this 10th day of October, 2022.

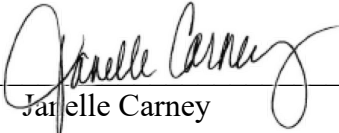
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Exhibit 1

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Manny Starr (319778)
manny@frontierlawcenter.com
Adam Rose (210880)
adam@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Attorney for Plaintiff and all others similarly situated and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

RORY MASSEY, on behalf of himself and all
others similarly situated and the general public,

Plaintiffs,

v.

MANN+HUMMEL WATER AND FLUID
SOLUTIONS, INC., a Delaware corporation;
MICRODYN-NADIR US, INC., a business form
unknown; and DOES 1 to 100, inclusive,

Defendants

) Case No.: 21CV02965
) Hon. Colleen K. Sterne
) Dept. 5
) CLASS ACTION

) **CLASS ACTION AND PAGA**
) **SETTLEMENT AGREEMENT**

) Action filed: July 27, 2021
) Trial Date: Not Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Rory Massey (“Plaintiff”) and defendants Mann + Hummel Water and Fluid
3 Solutions, Inc. and Microdyn-Nadir US, Inc. (hereinafter collective referred to as “M+H” or
4 “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or
5 individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants Mann + Hummel Water and Fluid Solutions, Inc. and Microdyn-Nadir US, Inc.,
9 captioned *Massey v. Mann + Hummel Water and Fluid Solutions, Inc., et al.*, initiated on July
10 27, 2021, and pending in Superior Court of the State of California, County of Santa Barbara.

11 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed
12 to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in
16 connection with Preliminary Approval of the Settlement.

17 1.4. “Aggrieved Employees” means all current and former non-exempt hourly individuals
18 employed by Defendants at any time from July 7, 2020, until the date of preliminary approval or
19 November 1, 2022, whichever occurs first.

20 1.5. “Class” means all current and former non-exempt hourly individuals employed by
21 Defendants at any time from July 27, 2017, until the date of preliminary approval or November
22 1, 2022, whichever occurs first.

23 1.6. “Class Counsel” means Janelle Carney of Janelle Carney – Attorney at Law, APC
24 and Manny Starr, Dan Ginzburg, and Adam Rose of Frontier Law Center.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
26 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
27 and expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in Defendants’

possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from from July 27, 2017, until the date of preliminary approval or November 1, 2022, whichever occurs first

1.13. "Class Representative" means Rory Massey, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Santa Barbara.

1.16. "M+H" means named Defendants Mann + Hummel Water and Fluid Solutions, Inc. and Microdyn-Nadir US, Inc.

1.17. "Defense Counsel" means Nicole Kamm and Areen Babajanian of Fisher Phillips, LLC.

1.18. "Effective Date" means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:

1 (a) if no Participating Class Member objects to the Settlement, the day the Court enters
2 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after
3 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
4 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

5 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

6 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
7 Approval of the Settlement.

8 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
9 Approval of the Settlement.

10 1.22. "Gross Settlement Amount" means \$800,000.00, which is the total amount
11 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The
12 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
13 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
14 Representative Service Payment and the Administrator's Expenses.

15 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share
16 of the Net Settlement Amount calculated according to the number of Workweeks worked during
17 the Class Period.

18 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
19 25% of the PAGA Penalties calculated according to the number of Workweeks worked during
20 the PAGA Period.

21 1.25. "Judgment" means the judgment entered by the Court based upon the Final
22 Approval.

23 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
24 agency entitled, under Labor Code section 2699, subd. (i).

25 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
26 LWDA under Labor Code section 2699, subd. (i).

27 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
28 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
2 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
3 paid to Participating Class Members as Individual Class Payments.

4 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
7 worked for Defendants for at least one day during the PAGA Period.

8 1.31. "PAGA Period" means the period from July 7, 2020, until the date of preliminary
9 approval or November 1, 2022, whichever occurs first.

10 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

11 1.33. "PAGA Notice" means Plaintiff's July 7, 2021 letter to Defendants and the LWDA
12 providing notice pursuant to Labor Code section 2699.3, subd.(a).

13 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
14 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the
15 75% to LWDA (\$18,750.00) in settlement of PAGA

16 1.35. "Participating Class Member" means a Class Member who does not submit a valid
17 and timely Request for Exclusion from the Settlement.

18 1.36. "Plaintiff" means Rory Massey, the named plaintiff in the Action.

19 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
20 the Settlement.

21 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary
22 Approval and Approval of PAGA Settlement.

23 1.39. "Released Class Claims" means the claims being released as described in Paragraph
24 6.2 below.

25 1.40. "Released PAGA Claims" means the claims being released as described in
26 Paragraph 6.2 below.

27 1.41. "Released Parties" means: Defendants, Mann + Hummel Water and Fluid
28 Solutions, Inc. and Microdyn-Nadir US, Inc., and their present, former, and/or future parent

and/or subsidiary corporations; and each of the foregoing's present, former, or future owners, officers, directors, members, shareholders, partners, related affiliates, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. On July 27, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for Failure to Pay Wages, Failure to Pay Sick Time, Violation of Meal Period Provisions, Violation of Rest Break Provisions, Failure to Provide Accurate Itemized Wage Statements, and Waiting Time Penalties. On September 20, 2021, Plaintiff filed a First Amended Complaint (FAC) alleging a PAGA cause of action. On or about October 14, 2021, Plaintiff filed a Second Amended Complaint (SAC). The SAC is the operative complaint in the Action ("Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

1 2.3. On August 25, 2022, the Parties participated in an all-day mediation presided over by
2 Steven G. Mehta, which led to this Agreement to settle the Action after the mediation concluded.

3 2.4. Prior to mediation, Plaintiff obtained, through informal discovery a sampling of time
4 and pay records of putative class members, Defendant's policies regarding meal and rest periods,
5 onboarding, overtime, and bonuses, and the total workweek and class members during the
6 relevant time period. Plaintiff's investigation was sufficient to satisfy the criteria for court
7 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
8 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

9 2.5. The Court has not granted class certification, as the matter was stayed pending
10 mediation.

11 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
12 of any other pending matter or action asserting claims that will be extinguished or
13 affected by the Settlement.

14 **3. MONETARY TERMS.**

15 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
16 Defendants promise to pay \$800,000.00 and no more as the Gross Settlement Amount, and to
17 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
18 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
19 payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator
20 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
21 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
22 Gross Settlement Amount will revert to Defendants.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
24 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
25 the Court in the Final Approval:

26 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
27 Representative of not more than \$7,500.00 (in addition to any Individual Class
28 Payment, and any Individual PAGA Payment, the Class Representative is entitled

1 to receive as a Participating Class Member). Defendants will not oppose
2 Plaintiff's request for a Class Representative Service Payment that does not
3 exceed this amount. As part of the motion for Class Counsel Fees Payment and
4 Class Litigation Expenses Payment, Plaintiff will seek Court approval for any
5 Class Representative Service Payment no later than sixteen (16) court days prior
6 to the Final Approval Hearing. If the Court approves a Class Representative
7 ServicePayment less than the amount requested, the Administrator will retain the
8 remainder in the Net Settlement Amount. The Administrator will pay the Class
9 Representative Service Payment using IRS Form 1099. Plaintiff assumes full
10 responsibility and liability for employee taxes owed on the Class Representative
11 Service Payment.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
13 33.33%, which is currently estimated to be \$266,666.66 and a Class Counsel
14 Litigation Expenses Payment of not more than \$15,000.00. Defendants will not
15 oppose requests for these payments provided that do not exceed these amounts.
16 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment
17 and Class Litigation Expenses Payment no later than 16 court days prior to the
18 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
19 and/or a Class Counsel Litigation Expenses Payment less than the amounts
20 requested, the Administrator will allocate the remainder to the Net Settlement
21 Amount. Released Parties shall have no liability to Class Counsel or any other
22 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
23 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
24 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
25 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
26 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
27 Litigation Expenses Payment and holds Defendants harmless, and indemnifies
28 Defendants, from any dispute or controversy regarding any division or sharing of

any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Estimated proportionate share of the Net Settlement Amount shall be determined by the Settlement Administrator pursuant to the following formula:

1. Participating Class Members who worked as a Production Employee and who were eligible to earn production bonuses will receive two (2) points for each Eligible Workweek worked during the Class Period;
2. Participating Class Members who worked a clerical and/or office job will receive one (1) point for each Eligible Workweek worked during the Class Period;
3. Each Eligible Workweek shall receive a point allocation pursuant to the below (but not both), and shall not be double counted.
4. To calculate each Participating Class Members' proportionate share:
 - a) Add all points for all Participating Class Members together to obtain the "Denominator";
 - b) Divide the number of points for each Participating Class Member by the Denominator to obtain each Participating Class Members' "Portion of the Net Fund";
 - c) Multiply each Participating Class Members' Portion of the Net Settlement Amount by the Net Settlement Amount to determine each Participating Class Members' Net Amount.

d) For each Participating Class Member, their Net Amount will be the amount of their Settlement Check.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$6,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

1. Aggrieved Employees who worked as a Production Employee and who were eligible to earn production bonuses will receive two (2) points for each Pay Period worked during the PAGA Period;

2. Aggrieved Employees who worked a clerical and/or office job will receive one (1) point for each Pay Period worked during the PAGA Period;

3. Each Eligible Pay Period shall receive a point allocation pursuant to the below (but not both), and shall not be double counted.

4. To calculate each Aggrieved Employees' proportionate share:

a) Add all points for all Aggrieved Employees together to obtain the "Denominator";

b) Divide the number of points for each Aggrieved Employee by the Denominator to obtain each Aggrieved Employees' "Portion of the PAGA Fund";

c) Multiply each Participating Aggrieved Employee's Portion of the PAGA Fund by the LWDA PAGA Payment to determine each Aggrieved Employee's Net PAGA Amount.

d) For each Aggrieved Employee, their Net PAGA Amount will be the amount of their PAGA

Settlement Check.3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5.3 Nothing above excludes the Administrator from calculating each Individual PAGA Payment in an identical manner for each Non-Participating Class Member who is also an Aggrieved Employee.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of August 25, 2022, Defendants estimate there are 323 Class Members who collectively worked a total of approximately 20,569 Workweeks, and 277 Aggrieved Employees who worked a total of 4,339 PAGA Pay Periods

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel

1 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of
2 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
3 Representative Service Payment shall not precede disbursement of Individual Class Payments
4 and Individual PAGA Payments.

5 4.4.1. The Administrator will issue checks for the Individual Class Payments
6 and/or Individual PAGA Payments and send them to the Class Members via First
7 Class U.S. Mail, postage prepaid. The face of each check shall prominently state
8 the date (not less than 180 days after the date of mailing) when the check will be
9 voided. The Administrator will cancel all checks not cashed by the void date. The
10 Administrator will send checks for Individual Settlement Payments to all
11 Participating Class Members (including those for whom Class Notice was
12 returned undelivered). The Administrator will send checks for Individual PAGA
13 Payments to all Aggrieved Employees including Non-Participating Class
14 Members who qualify as Aggrieved Employees (including those for whom Class
15 Notice was returned undelivered). The Administrator may send Participating
16 Class Members a single check combining the Individual Class Payment and the
17 Individual PAGA Payment. Before mailing any checks, the Settlement
18 Administrator must update the recipients' mailing addresses using the National
19 Change of Address Database.

20 4.4.2. The Administrator must conduct a Class Member Address Search for all
21 other Class Members whose checks are returned undelivered without USPS
22 forwarding address. Within seven (7) days of receiving a returned check the
23 Administrator must re-mail checks to the USPS forwarding address provided or to
24 an address ascertained through the Class Member Address Search. The
25 Administrator need not take further steps to deliver checks to Class Members
26 whose re-mailed checks are returned as undelivered. The Administrator shall
27 promptly send a replacement check to any Class Member whose original check
28 was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual
PAGA Payment check is uncashed and cancelled after the void date, the
Administrator shall transmit the funds represented by such checks to the
California Controller's Unclaimed Property Fund in the name of the Class
Member thereby leaving no "unpaid residue" subject to the requirements of
California Code of Civil Procedure Section 384, subd. (b). The Parties, Class
Counsel and Defense Counsel represent that they have no interest or relationship,
financial or otherwise, with the California Controller's Unclaimed Property Fund.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
shall not obligate Defendants to confer any additional benefits or make any
additional payments to Class Members (such as 401(k) contributions or bonuses)
beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

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

6.1 Plaintiff's Release. Plaintiff and his former and present spouses, family members,
representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
and discharge Released Parties from all claims, transactions, or occurrences that occurred during
the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
that were, or reasonably could have been, alleged based on facts contained in the Operative
Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,
below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
benefits, social security benefits, workers' compensation benefits that arose at any time,
or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff

1 may discover facts or law different from, or in addition to, the facts or law that Plaintiff
2 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
3 and remain effective in all respects, notwithstanding such different or additional facts or
4 Plaintiff's discovery of them.

5 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section
6 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and
7 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
8 California Civil Code, which reads:

9 A general release does not extend to claims that the creditor or releasing party
10 does not know or suspect to exist in his or her favor at the time of executing the
11 release, and that if known by him or her would have materially affected his or her
 settlement with the debtor or Released Party

12 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

13 All Participating Class Members, on behalf of themselves and their respective former and
14 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
15 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
16 based on the Class Period facts stated in the Operative Complaint and ascertained in the course
17 of the Action, in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to
18 the LWDA (including any subsequently amended complaints or letters); and/or any and all
19 claims, known or unknown, that could have been asserted based on any or all the factual
20 allegations in all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA
21 (including any subsequently amended complaints or letters). This includes but is not limited to
22 claims for or related to: pay for all hours worked/compensation due for services; calculation of
23 the regular rate of pay, including bonus or incentive pay, and other incentive payments when
24 calculating the overtime rate; meal periods; rest periods; meal and/or rest period premiums and
25 sick pay, including the calculation of the meal and/or rest period premium pay and sick pay;
26 wage statements; payment of wages at termination; maintain accurate and complete records;
27 unfair competition related to any or all of the foregoing; any unpaid wages or compensation
28 related to any or all of the foregoing; restitution related to any or all of the foregoing; and any

penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections §§ 200, et seq. (inclusive of section 201-203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2698, et seq.; the California Business & Professions Code § 17200; and the relevant California Industrial Welfare Commission Wage Orders. The release shall run through the date the Superior Court of the State of California, County of Santa Barbara grants preliminary approval of the settlement or November 1, 2022, whichever occurs first. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

Each PAGA Representative Action Member, irrespective of whether he or she opts out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections §§ 200, et seq. (inclusive of section 201-203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2698, et seq.; failure to pay overtime; failure to pay for all hours worked/compensation due for services; calculation of the regular rate of pay, including failure to include all remuneration into the regular rate for overtime, meal and rest period premiums and sick pay, and other incentive payments when calculating the overtime rate; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period premiums, including the calculation of

1 the meal and/or rest period premium pay; failure to provide accurate itemized wage statements;
2 and failure to timely pay wages at termination; The release shall run through the date the
3 Superior Court of the State of California, County of Santa Barbara grants preliminary approval
4 of the settlement or November 1, 2022, whichever occurs first.

5
6 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
7 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies
8 with the Court’s current checklist for Preliminary Approvals.

9 7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 15 days of the
10 full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
11 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
12 potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and
13 Defendant shall aver that they are not aware of any other pending matter or action asserting
14 claims that will be extinguished or adversely affected by the Settlement.

15 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
16 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
17 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
18 of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under
19 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
20 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
21 declaration from the Administrator attaching its “not to exceed” bid for administering the
22 Settlement and attesting to its willingness to serve; competency; operative procedures for
23 protecting the security of Class Data; amounts of insurance coverage for any data breach,
24 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts
25 of interest with Class Members; and the nature and extent of any financial relationship with
26 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
27 willingness and competency to serve and disclosing all facts relevant to any actual or potential
28 conflicts of interest with Class Members, the Administrator [; (v) a signed declaration from

1 each Class Counsel firm attesting to its competency to represent the Class Members; its timely
2 transmission to the LWDA of all necessary PAGA documents (initial notice of violations
3 (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd.
4 (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the
5 parties' Agreement showing all modifications made to the Model Agreement ready for filing
6 with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with
7 Class Members, the Administrator In their Declarations, Plaintiff and Class Counsel
8 Declaration shall aver that they are not aware of any other pending matter or action asserting
9 claims that will be extinguished or adversely affected by the Settlement. Plaintiff shall submit
10 this Settlement Agreement in support of Plaintiff's unopposed motion for Preliminary
11 Approval of the Settlement. Plaintiff shall not file the unopposed motion for Preliminary
12 Approval or any other documents until Plaintiff provides the approval motion to Defendants'
13 Counsel for review and comment. The Parties agree that Plaintiff is not obligated to adopt any
14 or all of Defendants' proposed revisions to the approval motion but the parties will work in
15 good faith to resolve any issues prior to filing.
16

17 7.3 Responsibilities of Counsel.

18 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
19 expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30)
20 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion
21 for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
22 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
23 Approval to the Administrator.
24

25 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
27 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
28 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
Preliminary Approval or conditions Preliminary Approval on any material change to this

1 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
2 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
3 otherwise satisfy the Court's concerns.

4 **8. SETTLEMENT ADMINISTRATION.**

5 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
6 serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
7 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
8 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
9 represent that they have no interest or relationship, financial or otherwise, with the Administrator
10 other than a professional relationship arising out of prior experiences administering settlements.

11 8.2 Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for purposes of calculating payroll tax withholdings and
13 providing reports state and federal tax authorities.

14 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
15 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
16 section 468B-1.

17 8.4 Notice to Class Members.

18 8.4.1 No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state
20 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
21 the Class Data.

22 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
23 fourteen (14) days after receiving the Class Data, the Administrator will send to
24 all Class Members identified in the Class Data, via first-class United States Postal
25 Service ("USPS") mail, the Class Notice with Spanish translation, if applicable
26 substantially in the form attached to this Agreement as **Exhibit 1**. The
27 first page of the Class Notice shall prominently estimate the dollar amounts of any
28 Individual Class Payment and/or Individual PAGA Payment payable to the Class

1 Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
2 used to calculate these amounts. Before mailing Class Notices, the Administrator
3 shall update Class Member addresses using the National Change of Address
4 database.

5 8.4.3 Not later than three (3) business days after the Administrator's receipt of
6 any Class Notice returned by the USPS as undelivered, the Administrator shall re-
7 mail the Class Notice using any forwarding address provided by the USPS. If the
8 USPS does not provide a forwarding address, the Administrator shall conduct a
9 Class Member Address Search, and re-mail the Class Notice to the most current
10 address obtained. The Administrator has no obligation to make further attempts
11 to locate or send Class Notice to Class Members whose Class Notice is returned
12 by the USPS a second time.

13 8.4.4 The deadlines for Class Members' written objections, Challenges to
14 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an
15 additional fourteen (14) days beyond the forty-five (45) days otherwise provided
16 in the Class Notice for all Class Members whose notice is re-mailed. The
17 Administrator will inform the Class Member of the extended deadline with the re-
18 mailed Class Notice.

19 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
20 otherwise discovers any persons who believe they should have been included in
21 the Class Data and should have received Class Notice, the Parties will
22 expeditiously meet and confer in person or by telephone, and in good faith, in an
23 effort to agree on whether to include them as Class Members. If the Parties agree,
24 such persons will be Class Members entitled to the same rights as other Class
25 Members, and the Administrator will send, via email or overnight delivery, a
26 Class Notice requiring them to exercise options under this Agreement not later
27 than fourteen (14) days after receipt of Class Notice, or the deadline dates in the
28 Class Notice, which ever are later.

1 8.5 Requests for Exclusion (Opt-Outs).

2 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
3 Settlement must send the Administrator, by mail, a signed written
4 Request for Exclusion not later than forty-five (45) days after the Administrator
5 mails the Class Notice. A Request for Exclusion is a letter from a Class Member
6 or his/her representative that reasonably communicates the Class Member's
7 election to be excluded from the Settlement and includes the Class Member's
8 name, address and email address or telephone number. To be valid, a Request for
9 Exclusion must be timely postmarked by the Response Deadline.

10 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because
11 it fails to contain all the information specified in the Class Notice. The
12 Administrator shall accept any Request for Exclusion as valid if the Administrator
13 can reasonably ascertain the identity of the person as a Class Member and the
14 Class Member's desire to be excluded. The Administrator's determination shall
15 be final and not appealable or otherwise susceptible to challenge. If the
16 Administrator has reason to question the authenticity of a Request for Exclusion,
17 the Administrator may demand additional proof of the Class Member's identity.
18 The Administrator's determination of authenticity shall be final and not
19 appealable or otherwise susceptible to challenge.

20 8.5.3 Every Class Member who does not submit a timely and valid Request for
21 Exclusion is deemed to be a Participating Class Member under this Agreement,
22 entitled to all benefits and bound by all terms and conditions of the Settlement,
23 including the Participating Class Members' Releases under Paragraphs 6.2 and
24 6.3 of this Agreement, regardless whether the Participating Class Member
25 actually receives the Class Notice or objects to the Settlement.

26 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion
27 is a Non-Participating Class Member and shall not receive an Individual Class
28 Payment or have the right to object to the class action components of the

Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than

forty-five (45) days after the Administrator’s mailing of the Class Notice.

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Toll-Free Number

The Administrator will also maintain a toll-free telephone number to receive Class Member calls.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the

1 authority to address and make final decisions consistent with the terms of this
2 Agreement on all Class Member challenges over the calculation of Workweeks
3 and/or Pay Periods. The Administrator's decision shall be final and not
4 appealable or otherwise susceptible to challenge.

5 8.8.5 Administrator's Declaration. Not later than ten (10) days before the date by
6 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
7 the Administrator will provide to Class Counsel and Defense Counsel, a signed
8 declaration suitable for filing in Court attesting to its due diligence and
9 compliance with all of its obligations under this Agreement, including, but not
10 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
11 the re-mailing of Class Notices, attempts to locate Class Members, the total
12 number of Requests for Exclusion from Settlement it received (both valid or
13 invalid), the number of written objections and attach the Exclusion List. The
14 Administrator will supplement its declaration as needed or requested by the
15 Parties and/or the Court. Class Counsel is responsible for filing the
16 Administrator's declaration(s) in Court.

17 8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
18 Administrator disburses all funds in the Gross Settlement Amount, the
19 Administrator will provide Class Counsel and Defense Counsel with a final report
20 detailing its disbursements by employee identification number only of all
21 payments made under this Agreement. At least 15 days before any deadline set
22 by the Court, the Administrator will prepare, and submit to Class Counsel and
23 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
24 disbursement of all payments required under this Agreement. Class Counsel is
25 responsible for filing the Administrator's declaration in Court.

26 **9. CLASS SIZE ESTIMATES**

27 Based on its records, Defendants estimate that, as of August 25, 2022, (1) there are 323
28 Class Members and 20,569 Total Workweeks during the Class period and (2) there are 277

Aggrieved Employees who worked a total of 4,339 PAGA Pay Periods during the PAGA Period current as of August 25, 2022.

10. DEFENDANT’S RIGHT TO WITHDRAW.

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

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good

1 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
2 Approval. The Court's decision to award less than the amounts requested for the Class
3 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
5 modification to the Agreement within the meaning of this paragraph.

6 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
7 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
11 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
12 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
13 their respective counsel, and all Participating Class Members who did not object to the
14 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
15 including all rights to post-judgment and appellate proceedings, the right to file motions to
16 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal
17 does not include any waiver of the right to oppose such motions, writs or appeals. If an objector
18 appeals the Judgment, the Parties' obligations to perform under this Agreement will be
19 suspended until such time as the appeal is finally resolved and the Judgment becomes final,
20 except as to matters that do not affect the amount of the Net Settlement Amount.

21 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
23 modification of this Agreement (including, but not limited to, the scope of release to be granted
24 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
25 expeditiously work together in good faith to address the appellate court's concerns and to obtain
26 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
27 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
28 the Court's award of the Class Representative Service Payment or any payments to Class

Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. ESCALATOR CLAUSE

12.1 Defendant understands and believes there were no more than 20,569 workweeks through August 25, 2022. If it is determined that the actual number of workweeks through August 25, 2022 exceeds 20,569 by more than ten percent (10%) (i.e., exceeds 2,056), then, Defendant shall have the option, in its sole discretion, of either: (a) closing the release period on the date the Class Members reach the ten percent (10%) threshold, or (b) increasing the GSA by the percentage difference beyond the ten percent (10%) between the certified amount of 20,569 and the actual number of workweeks.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or

1 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
2 Agreement directly or indirectly, specifically or generally, to any person, corporation,
3 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,
4 or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
5 related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
6 in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a
7 state or federal government agency. Each Party agrees to immediately notify each other Party of
8 any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
9 Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate
10 any conversation or other communication, before the filing of the Motion for Preliminary
11 Approval, any with third party regarding this Agreement or the matters giving rise to this
12 Agreement except to respond only that "the matter was resolved," or words to that effect. This
13 paragraph does not restrict Class Counsel's communications with Class Members in accordance
14 with Class Counsel's ethical obligations owed to Class Members.

15 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
16 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
17 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
18 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
19 ethical obligations owed to Class Members.

20 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations, warranties,
23 covenants, or inducements made to or by any Party.

24 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
25 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
27 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
28 terms of this Agreement including any amendments to this Agreement.

1 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
3 the Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities if requested by the Court. In the event the Parties are unable to agree upon the form or
5 content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 13.7 No Prior Assignments. The Parties separately represent and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel
13 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
14 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
15 CFR Part 10, as amended) or otherwise.

16 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
20 inure to the benefit of, the successors of each of the Parties.

21 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
22 be governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
25 preparation of this Agreement. This Agreement will not be construed against any Party on the
26 basis that the Party was the drafter or participated in the drafting.

27 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
28 entered during Action and in this Agreement relating to the confidentiality of

1 information shall survive the execution of this Agreement.

2 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
3 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
4 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
5 connection with the Settlement, may be used only with respect to this Settlement, and no other
6 purpose, and may not be used in any way that violates any existing contractual agreement,
7 statute, or rule of court. Not later than 90 days after the date when the Court discharges the
8 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
9 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
10 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
11 makes a written request to Class Counsel for the return, rather than the destructions, of Class
12 Data, at Defendant's cost

13 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
14 is inserted for convenience of reference only and does not constitute a part of this Agreement.

15 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 13.17 Notice. All notices, demands or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given as of the
21 third business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 **To Plaintiff:**

24 Janelle Carney, Esq.
25 JANELLE CARNEY – ATTORNEY AT LAW, APC
26 14758 Pipeline Ave., Suite E
27 Chino Hills, CA 91709
28 Tel. (909) 521-9609
 Email: Janelle@JanelleCarneyLaw.com

 Manny Starr, Esq.
 Daniel Ginzburg, Esq.

Adam Rose, Esq.
 FRONTIER LAW CENTER
 23901 Calabasas Road, #2074
 Calabasas, CA 91302
 Telephone: (818) 914-3433
 Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;
dan@frontierlawcenter.com

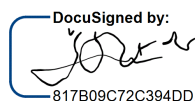
To Defendants:

Nicole Kamm, Esq.
 E-Mail: nkamm@fisherphillips.com
 Areen Babajanian, Esq.
 E-Mail: ababajanian@fisherphillips.com
 FISHER & PHILLIPS LLP
 444 South Flower Street, Suite 1500
 Los Angeles, California 90071
 Telephone: (213) 330-4500

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 9/16/2022

DocuSigned by:

 817B09C72C394DD...

Plaintiff, Rory Massey

Dated: _____

 [Name and Title]
 for Defendants, Mann+Hummel Water and
 Fluid Solutions, Inc. and Microdyn-Nadir US,
 Inc.

1 Dated: September 16, 2022

2 Dated: _____

3 

4 _____
5 Janelle Carney,
6 Counsel for Plaintiff

7 _____
8 Counsel for Defendants, Mann+Hummel
9 Water and Fluid Solutions, Inc. and
10 Microdyn-Nadir US, Inc.

Adam Rose, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;
dan@frontierlawcenter.com

To Defendants:

Nicole Kamm, Esq.
E-Mail: nkamm@fisherphillips.com
Areen Babajanian, Esq.
E-Mail: ababajanian@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

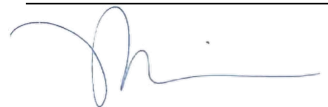
Dated: _____

Plaintiff, Rory Massey

Dated: 23 September 2022 _____



Joel Rintoul, Controller
for Defendants, Mann+Hummel Water and
Fluid Solutions, Inc. and Microdyn-Nadir US,

	Inc.
Dated:	Dated: September 23, 2022
Counsel for Plaintiff	 Counsel for Defendants, Mann+Hummel Water and Fluid Solutions, Inc. and Microdyn-Nadir US, Inc.

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Manny Starr (319778)
manny@frontierlawcenter.com
Adam Rose (210880)
adam@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Attorney for Plaintiff and all others similarly situated and the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RORY MASSEY, on behalf of himself and all
others similarly situated and the general public,

Plaintiffs,

v.

MANN+HUMMEL WATER AND FLUID
SOLUTIONS, INC., a Delaware corporation;
MICRODYN-NADIR US, INC., a business form
unknown; and DOES 1 to 100, inclusive,

Defendants

) Case No.: 21CV02965
) Hon. Colleen K. Sterne
) Dept. 5
) CLASS ACTION

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

) Action filed: July 27, 2021
) Trial Date: Not Set

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

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

3 *Massey v. Mann + Hummel Water and Fluid Solutions, Inc., et al.*

4 Santa Barbara Superior Court Case No. 21CV02965

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

8 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) **(**
9 against Defendants, Mann + Hummel Water and Fluid Solutions, Inc. and Microdyn-Nadir US,
10 Inc. (hereinafter collectively referred to as “Defendants” or “M+H”) for alleged wage and hour
11 violations. The Action was filed by Rory Massey, a former employee of Defendants.

12 Plaintiff seeks payment of (1) unpaid wages for a class of all current and former non-
13 exempt hourly employees (“Class Members”) who worked for Defendants during the Class
14 Period (July 27, 2017 until the date of preliminary approval or November 1, 2022, whichever
15 occurs first); and (2) penalties under the California Private Attorney General Act (“PAGA”) for
16 all current and former non-exempt hourly employees who worked for Defendants during the
17 PAGA Period (July 7, 2020 until the date of preliminary approval or November 1, 2022,
18 whichever occurs first) (“Aggrieved Employees”).

19
20 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants
21 to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund
22 Individual PAGA Payments and pay penalties to the California Labor and Workforce
23 Development Agency (“LWDA”).

24
25 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual**
26 **Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA**
27 **Payment is estimated to be \$_____.** The actual amount you may receive likely will be
28 different and will depend on a number of factors. (If no amount is stated for your Individual

PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. ***You cannot opt-out of the PAGA portion of the proposed Settlement.***

Defendants will not retaliate against you for any actions you take with respect to the

proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____ (45 days)	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ (45 days)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all wages, specifically failing to pay proper premium overtime and failing to calculate the regular rate when paying non-discretionary bonuses; and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Janelle Carney of Janelle Carney – Attorney at Law, APC and Manny Starr, Adam Rose, and Dan Ginzburg of Frontier Law Center ("Class Counsel.")

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

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,

Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

1. Defendants Will Pay \$800,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$ 266,666.66 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

1 B. Up to \$7,500.00 as a Class Representative Award for filing the
2 Action, working with Class Counsel and representing the Class. A Class
3 Representative Award will be the only monies Plaintiff will receive other
4 than Plaintiff's Individual Class Payment and any Individual PAGA
5 Payment.

6 C. Up to \$8,500.00 to the Administrator for services administering
7 the Settlement.

8 D. Up to \$25,000.00 for PAGA Penalties, allocated 75% (\$18,750.00) to the
9 LWDA PAGA Payment and 25% (\$6,250.00) in Individual PAGA
10 Payments to the Aggrieved Employees based on their PAGA Period Pay
11 Periods. Participating Class Members have the right to object to any of
12 these deductions. The Court will consider all objections.

13 3. Net Settlement Distributed to Class Members. After making the above deductions
14 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
15 Settlement (the "Net Settlement") by making Individual Class Payments to Participating
16 Class Members based on their Class Period Workweeks.

17 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages
19 ("Wage Portion") and 80% to [e.g., interest, etc.] ("Non-Wage Portion."). The Wage Portion is
20 subject to withholdings and will be reported on IRS W-2 Forms.

21 Defendants will separately pay employer payroll taxes it owes on the Wage
22 Portion outside the gross settlement fund. The Individual PAGA Payments are counted as
23 penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
24 Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. It
25 will be your responsibility to pay any tax owing on these amounts.

26 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
27 you any advice on whether your Payments are taxable or how much you might owe in taxes.
28 You are responsible for paying all taxes (including penalties and interest on back taxes)

on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

1 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
2 (the “Administrator”) to send this Notice, calculate and make payments, and process Class
3 Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges
4 over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks
5 necessary to administer the Settlement. The Administrator’s contact information is contained in
6 Section 9 of this Notice.

7 9. Participating Class Members’ Release. After the Judgment is final and Defendants
8 have fully funded the Gross Settlement and separately paid all employer payroll taxes,
9 Participating Class Members will be legally barred from asserting any of the claims
10 released under the Settlement. This means that unless you opted out by validly excluding
11 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any
12 other lawsuit against Mann + Hummel Water and Fluid Solutions, Inc. and Microdyn-Nadir US,
13 Inc., or related entities for wages based on the Class Period facts and PAGA penalties based on
14 PAGA Period facts, as alleged in the Action and resolved by this Settlement.

15 The Participating Class Members will be bound by the following release:

16 All Participating Class Members, on behalf of themselves and their respective
17 former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, release Released Parties from (i) all claims that were
19 alleged, or reasonably could have been alleged, based on the Class Period facts
20 stated in the Operative Complaint and ascertained in the course of the Action, in
21 any and/or all of the complaints in the Action and/or any of Plaintiff’s letters to
22 the LWDA (including any subsequently amended complaints or letters); and/or
23 any and all claims, known or unknown, that could have been asserted based on
24 any or all the factual allegations in all of the complaints in the Action and/or any
25 of Plaintiff’s letters to the LWDA (including any subsequently amended
26 complaints or letters). This includes but is not limited to claims for or related to:
27 pay for all hours worked/compensation due for services; calculation of the regular
28 rate of pay, including bonus or incentive pay, and other incentive payments when
calculating the overtime rate; meal periods; rest periods; meal and/or rest period
premiums and sick pay, including the calculation of the meal and/or rest period
premium pay and sick pay; wage statements; payment of wages at termination;
maintain accurate and complete records; unfair competition related to any or all of
the foregoing; any unpaid wages or compensation related to any or all of the
foregoing; restitution related to any or all of the foregoing; and any penalties,
including statutory or civil penalties, related to any or all of the foregoing. This
release includes any and all claims pursuant to: California Labor Code sections §§
200, *et seq.*, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, *et*

seq.; the California Business & Professions Code § 17200; and the California Industrial Welfare Commission Wage Orders 16-01. The release shall run through the date the Superior Court of the State of California, County of Santa Barbara grants preliminary approval of the settlement or November 1, 2022, whichever occurs first. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Mann + Hummel Water and Fluid Solutions, Inc. and Microdyn-Nadir US, Inc., or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Each PAGA Representative Action Member, irrespective of whether he or she opts out of the settlement, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 et seq. (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198; failure to pay overtime; failure to pay for all hours worked/compensation due for services; calculation of the regular rate of pay, including failure to include all remuneration into the regular rate for overtime, meal and rest period premiums and sick pay, and other incentive payments when calculating the overtime rate; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period premiums, including the calculation of the meal and/or rest

period premium pay; failure to provide accurate itemized wage statements; and failure to timely pay wages at termination; The release shall run through the date the Superior Court of the State of California, County of Santa Barbara grants preliminary approval of the settlement or November 1, 2022, whichever occurs first.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. To Each Participating Class Member: The main allegations in this case deal with underpayments for overtime related to bonuses and/of shift differentials, which were only earned by Production Employees but not Non-Production Employees. Therefore, the estimated proportionate share of the Net Settlement Amount shall be determined by the Settlement Administrator pursuant to the following formula:

- i. Participating Class Members who worked as a Production Employee and who were eligible to earn production bonuses will receive two (2) points for each Eligible Workweek worked during the Class Period;
- ii. Participating Class Members who worked a clerical and/or office job will receive one (1) point for each Eligible Workweek worked during the Class Period;
- iii. Each Eligible Workweek shall receive a point allocation pursuant to the below (but not both), and shall not be double counted.
- iv. To calculate each Participating Class Members' proportionate share:
 - a) Add all points for all Participating Class Members together to obtain the "Denominator";
 - b) Divide the number of points for each Participating Class Member by the Denominator to obtain each Participating Class Members' "Portion of the Net Fund";
 - c) Multiply each Participating Class Members' Portion of the Net Settlement Amount by the Net Settlement Amount to determine each Participating Class Members' Net Amount.

d) For each Participating Class Member, their Net Amount will be the amount of their Settlement Check.

B. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. (See Section 9 of this Notice for the Administrator's contact information.)

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. Please make sure the administrator has your correct address.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

2 Submit a written and signed letter with your name, present address, telephone number,
3 and a simple statement that you do not want to participate in the Settlement. The Administrator
4 will exclude you based on any writing communicating your request be excluded. Be sure to
5 personally sign your request, identify the Action as *Massey v. Mann + Hummel Water and Fluid*
6 *Solutions, Inc., et al.*, and include your identifying information (full name, address, telephone
7 number, approximate dates of employment, and social security number for verification
8 purposes). You must make the request yourself. If someone else makes the request for you, it
9 will not be valid. **The Administrator must be sent your request to be excluded by**
10 _____, **or it will be invalid.** Section 9 of the Notice has the Administrator’s contact
11 information.

12 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

13 Only Participating Class Members have the right to object to the Settlement. Before
14 deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the
15 Court to approve. At least _____ days before the _____ Final Approval Hearing,
16 Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes,
17 among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for
18 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is
19 requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is
20 requesting as a Class Representative Service Award. Upon reasonable request, Class
21 Counsel (whose contact information is in Section 9 of this Notice) will send you copies of
22 these documents at no cost to you. You can also view them on the Administrator’s Website
23 _____ or the Court’s website _____.

24 A Participating Class Member who disagrees with any aspect of the Agreement, the
25 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may
26 wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested
27 by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**
28 **objections to the Administrator is** _____. Be sure to tell the Administrator what

you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Massey v. Mann + Hummel Water and Fluid Solutions, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection.

Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 5 of the Santa Barbara Superior Court, located at 1100 Anacapa St. Santa Barbara, CA 93101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally, or virtually. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.sbcourts.org/CASBCIVILPORTAL>) and entering the Case Number for the

1 Action, Case No. 21CV02965. You can also make an appointment to personally review
2 court documents in the Clerk's Office at the Santa Barbara Superior Court – Anacapa Branch
3 courthouse by calling _____.

4 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
5 **ABOUT THE SETTLEMENT.**

6 **Class Counsel:**

7 Janelle Carney, Esq.
8 JANELLE CARNEY – ATTORNEY AT LAW, APC
9 14758 Pipeline Ave., Suite E
10 Chino Hills, CA 91709
11 Tel. (909) 521-9609
12 Email: Janelle@JanelleCarneyLaw.com

13 Manny Starr, Esq.
14 Adam Rose, Esq.
15 Dan Ginzburg, Esq.
16 FRONTIER LAW CENTER
17 23901 Calabasas Road, #2074
18 Calabasas, CA 91302
19 Telephone: (818) 914-3433
20 Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;
21 Dan@frontierlawcenter.com

22 Settlement Administrator:
23 Name of Company:
24 Email Address:
25 Mailing Address:
26 Telephone:
27 Fax Number:

28 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/upd_inss.html, for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit 2

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Massey v. Mann+Hummel

Wednesday, September 14, 2022

Requesting Law Firm:	Janelle Carney- Attorney At Law, APC
Law Firm Contact:	Jerin Wilkinson
E-Mail Address:	jerin@janellecarneylaw.com
ILYM Group Contact:	Sean Hartranft
E-Mail Address:	Sean@ilymgroup.com
Contact Number:	949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	323
Estimated Percentage of Undeliverable Mail	10%
ILYM Group Static Website	No
Certified Spanish Translation	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Flat Fee	\$50.00	1	\$50.00
Toll-Free Call Center Support	Flat Fee	\$65.00	1	\$65.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$2,525.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$2.00	323	\$646.00
USPS First Class Postage	Per Piece	\$0.60	323	\$193.80
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.50	65	\$161.50
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$1,301.30

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.50	323	\$484.50
Check Mailing Postage	Per Piece	\$0.60	323	\$193.80
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	32	\$64.60
Preparation of Taxes	Hourly	\$125.00	12	\$1,500.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,567.90

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to State Controllers Office	Hourly	\$750.00	1	\$750.00
Declarations	Hourly	\$125.00	2	\$250.00

Subtotal \$1,440.00

Total Case Estimate: \$10,484.20

Discounted Total Case Estimate: \$9,700.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

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SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

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SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

Exhibit 4

Exhibit 5

Massey v. Mann+Hummel Costs

Janney & Janney Legal Support	07/27/21	\$1,500.47
Janney & Janney Legal Support	12/03/21	\$15.25
Janney & Janney Legal Support	07/06/22	\$35.95
Janney & Janney Legal Support	07/15/22	\$15.25
Deadlines on Demand	08/31/21	\$15.00
Steven G. Mehta	03/03/22	\$4,250.00
JT Calcs	09/07/22	\$2,050.00
		\$7,881.92