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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

vs.

INLAND MARINE INDUSTRIES, INC., a
California corporation; INLAND METAL
TECHNOLOGIES, an unknown business
entity; INLAND METAL INDUSTRIES, an
unknown business entity; INLAND METAL,
INC., an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No.: RG19039075

Honorable Frank Roesch
Department 17

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Ciomara Ayala
Dolores); and [Proposed] Order filed
concurrently herewith]

Reservation No. 352390080210
Date: April 14, 2022
Time: 3:30 p.m.
Department: 17

Complaint Filed: October 15, 2019
FAC Filed: January 26, 2022
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Ciomara Ayala Dolores. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
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1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm represented the plaintiffs in a wage-and-hour class action and
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and representative
12 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
14 and-hour class action and representative action against a property management company on behalf
15 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
16 final approval of the class and representative action settlement. The Los Angeles County Superior
17 Court Case Number is JCCP 4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class action and representative action against a global provider of flexible office space
20 solutions. On February 15, 2018, the court entered an order granting final approval of the class
21 and representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC498401.

23 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-
24 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
25 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
26 Superior Court Case Number is VCU264528.

27 z) Our firm represented the plaintiffs in a wage-and-hour class and
28 representative action against a behavioral health service provider on behalf of non-exempt

1 employees. On November 13, 2018, the court granted final approval of the class and
2 representative action settlement. The Alameda County Superior Court Case Number is
3 RG16811450.

4 aa) Our firm, in association with co-counsel, represented the plaintiff in a
5 representative action under the Private Attorneys General Act, against a global provider of
6 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
7 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
8 Court Case Number is S-1500-CV-280215-SDC.

9 bb) Our firm represented the plaintiff in a wage-and-hour class action against a
10 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
11 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
12 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
13 JCCP 4886.

14 cc) Our firm, in association with other counsel, on behalf of the plaintiff and
15 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
16 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
17 notable decision from the California Supreme Court clarifying the law and finding, in part, that
18 employer arbitration agreements are unenforceable where they block a PAGA claim from
19 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

20 dd) Our firm represented the plaintiffs in a wage-and-hour class and
21 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
22 the court granted the plaintiffs' motion for class certification in part and certified a class. The
23 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
24 Coordination Proceeding Number is JCCP 4921.

25 ee) Our firm represented the plaintiffs in a wage-and-hour class and
26 representative action against a national retailer of apparel and fashion accessories, on behalf of
27 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
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1 certification in part and certified a class. The Sacramento County Superior Court Case Number is
2 34-2015-00175330-CU-OE-GDS.

3 ff) Our firm represented the plaintiff in a wage-and-hour class and
4 representative action against a medical equipment supplier on behalf of non-exempt employees.
5 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
6 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

7 gg) Our firm, in association with other counsel, represented the plaintiff in a
8 wage-and-hour class and PAGA representative action against a large national drug testing
9 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
10 plaintiff's motion for class certification and certified a class. The San Diego County Superior
11 Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 hh) Our firm represented the plaintiffs in a wage-and-hour class and
13 representative action against a national retailer of sportswear, footwear, and camping equipment
14 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
15 motion for class certification and certified a class. The Riverside County Superior Court Case
16 Number is RICJCCP4930.

17 ii) Our firm, in association with co-counsel therein, represents the plaintiffs in
18 a wage-and-hour class and PAGA representative action against a plastic packaging company on
19 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
20 for class certification and certified a class. The San Bernardino County Superior Court Case
21 Number is CIVDS1507361.

22 jj) Our firm, in association with co-counsel therein, represents the plaintiffs in
23 a wage-and-hour class action against manufacturer and supplier of power products and services
24 on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
25 motion for class certification and certified a class. The San Diego County Superior Court Case
26 Number is 37-2015-00025968-CU-OE-CTL.

27 kk) Our firm represents the plaintiff in a wage-and-hour class action
28 against a nutritional products manufacturer on behalf of non-exempt production line employees.

1 On December 13, 2021, the court granted the plaintiff's motion for class certification in part and
2 certified a class. The Solano County Superior Court Case Number is FCS051001.

3 ll) Our firm represents the plaintiff in a wage-and-hour class action against an
4 iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15,
5 2022, the court granted the plaintiff's motion for class certification in part and certified a class.
6 The San Francisco Superior Court Case Number is CGC-16-550794.

7 **PRELIMINARY APPROVAL**

8 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
9 and PAGA Settlement Agreement and General Release ("Settlement," "Agreement," or
10 "Settlement Agreement") entered into by and between Plaintiff Ciomara Ayala Dolores
11 ("Plaintiff"), individually and on behalf of all others similarly situated and other aggrieved
12 employees, on the one hand, and Defendant Inland Marine Industries, Inc. ("Defendant"), on the
13 other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed
14 Notice of Pendency of Class Action and Proposed Settlement ("Notice of Settlement"), which is
15 attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court
16 approve it as well.

17 9. Based on information provided by Defendant, as of June 15, 2020, the Settlement
18 Class is estimated to consist of approximately eight hundred thirty-seven (837) individuals.

19 10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
20 matter has translated into tangible monetary benefits for the Settlement Class Members in the
21 following respects: (1) Settlement Class Members recover over a reasonably short period of time
22 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
23 result that compares favorably with other similar class action settlements of this type given the
24 strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or
25 costs that would have only increased significantly had the case progressed through certification,
26 trial, and/or appeals.

27 11. Class Counsel has litigated the case for over two years, and was actively preparing
28 the matter for class certification and trial. The Parties have engaged in extensive settlement

1 negotiations and participated in multiple formal, full-day mediations on July 1, 2020, July 13,
2 2020, and August 3, 2021, conducted by Jeffrey Ross, Esq., a well-respected mediator experienced
3 in mediating complex labor and employment matters. Prior to and during the mediation and
4 settlement discussions, the Parties exchanged class information and engaged in an extensive
5 discussion regarding their evaluations of the case and various aspects of the case, including but
6 not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
7 class certification and/or representative adjudication, the law relating to off-the-clock theory, meal
8 and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well
9 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
10 all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial
11 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
12 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff
13 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
14 After conducting investigations, formal and informal discovery, and exchange of information,
15 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
16 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
17 principal claims, as well as the costs and risks to both sides that would attend further litigation.
18 The Settlement is a fair, reasonable, and adequate resolution of the Released Claims of Plaintiff
19 and Participating Settlement Class Members, against the Released Parties.

20 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
21 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
22 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
23 informal discovery regarding the facts of the case, including and not limited to, the exchange,
24 review, and analysis of thousands of pages of documents and data obtained from Defendant and
25 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
26 Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories
27 (Sets One and Two), and Form Interrogatories-General (Set One)), reviewed Defendant's
28 responses and supplemental responses to Plaintiff's discovery requests, and noticed the

1 depositions of Defendant's Person Most Knowledgeable designees. The volume of data and
2 documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff
3 and other Settlement Class Members' employment records, a detailed sampling of Settlement
4 Class Members' time and pay data, Employee Policy Manual, company policy acknowledgements
5 (including but not limited to Paycheck and Hours Acknowledgement and Employee Agreement
6 on Safety Glasses), internal memoranda, job descriptions, new hire orientation checklists,
7 operations and employment practices, forms, and procedures (including but not limited to General
8 Employment Policies, Dress Codes and Other Personal Standards, Punctuality and Attendance,
9 and Meal and Rest Periods policy), among other information and documents. Class Counsel
10 interviewed Plaintiff and other Settlement Class Members to gather facts and to identify potential
11 witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
12 issues relating to the pleadings, discovery, and the production of documents and data prior to the
13 mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended
14 court proceedings, mediation, and settlement negotiations, among other tasks.

15 13. Counsel for the Parties have also invested time researching and investigating the
16 applicable law, which is constantly evolving as it relates to certification, representative PAGA
17 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
18 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
19 Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and
20 reasonable.

21 14. The Settlement provides for a Settlement Fund of one million dollars and no cents
22 (\$1,000,000.00). The Net Settlement Amount is the Settlement Fund less the following amounts
23 subject to approval by the Court: Attorneys' Fees and Costs to Class Counsel, Service Award to
24 Plaintiff, Administration Expenses to Settlement Administrator, and LWDA Payment to the Labor
25 and Workforce Development Agency ("LWDA"). Assuming that the amounts allocated under the
26 Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will
27 be available for distribution to Participating Settlement Class Members is currently estimated to
28 be five hundred sixty-five thousand dollars and no cents (\$565,000.00). The Settlement Fund will

1 be fully distributed in accordance with the terms of the Settlement and there is no reversion to
2 Defendant.

3 15. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
4 “Settlement Administrator”) to handle the notice and settlement administration. The Parties
5 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
6 Settlement Administrator. Defendant will provide Phoenix with a list of Settlement Class
7 Members that Defendant will compile from its records, which will include each Settlement Class
8 Member’s full name, last known address, email address, Social Security number, worksite(s)
9 where he or she was employed by Defendant during the Class Period, number of Workweeks
10 during the Class Period, and number of Workweeks worked during each calendar year during the
11 Class Period (“Class List”), and Phoenix will calculate each Participating Settlement Class
12 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Award”).
13 Phoenix will also receive requests for exclusion from the Settlement, objections to the Settlement,
14 and disputes regarding Workweeks; provide necessary reports and declarations; calculate,
15 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
16 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
17 including and not limited to, mailing Individual Settlement Award checks to the Participating
18 Settlement Class Members; and perform any other usual and customary duties for administering a
19 class action settlement. Administration Expenses are currently estimated not to exceed ten
20 thousand dollars and no cents (\$10,000.00) and will be paid out of the Settlement Fund, subject to
21 approval of the Court.

22 16. Based on investigation and information discovered, Class Counsel believes that
23 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
24 that Defendant, with respect to Plaintiff and the Settlement Class Members, *inter alia*, failed to
25 properly pay overtime and minimum wages and associated premium pay, failed to provide
26 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
27 during employment and upon termination of employment, failed to provide compliant wage
28 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business

1 expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties
2 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
3 2698, et seq.). Plaintiff also asserted that Settlement Class Members were expected to perform
4 similar job duties and were subject to the same or similar operations and employment policies,
5 practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping
6 practices with respect to Plaintiff and the Settlement Class Members were substantially the same
7 during the time period at issue. As a result, Plaintiff claims that the Settlement Class Members,
8 were uniformly not paid all of the compensation that was owed to them by Defendant since
9 October 15, 2015. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
10 would be determined by Defendant's uniform operations and employment practices, policies, and
11 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
12 California during the Class Period.

13 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
14 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
15 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
16 delays inherent in such litigation, including those involved in class certification and/or
17 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
18 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
19 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
20 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
21 complex labor and employment matters.

22 18. Defendant, on the other hand, denied and continues to deny any liability and
23 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
24 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
25 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
26 have also had the opportunity to interview witnesses and review documents and information
27 relating to Plaintiff's and Settlement Class Members' employment with Defendant, and
28 Defendant's operations and employment policies, practices, and procedures. The Parties also

1 reviewed and analyzed thousands of pages of documents and data, including but not limited to a
2 detailed sampling of Settlement Class Members' time and pay information, to determine the
3 potential value and strength of the claims. The available information enabled Class Counsel to
4 estimate the potential claims of the Settlement Class and prepare damages/valuation models.
5 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
6 informed of the nature and extent of the Settlement Class Members' claims, and to enable both
7 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties
8 have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
9 principal claims, as well as the costs and risks to both sides that would attend further litigation.
10 The Settlement takes into account the strengths and weaknesses of each side's position and the
11 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

12 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
13 in an amount of up to thirty-five percent (35%) of the Settlement Fund
14 (i.e., \$350,000.00) and expenses and costs in an amount not to exceed thirty thousand dollars
15 (\$30,000), which will be paid out of the Settlement Fund, subject to approval by the Court. It
16 should be noted that Class Counsel has borne all of the risks and costs of litigation and will not
17 receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to seven thousand five
19 hundred dollars and no cents (\$7,500.00) to Plaintiff as Service Award to be paid out of the
20 Settlement Fund subject to approval by the Court. Plaintiff spent considerable time and effort to
21 produce relevant documents and past employment records and to provide the facts and evidence
22 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
23 needed her and actively tried to obtain information that would benefit the Settlement Class.
24 Accordingly, it is appropriate and just for Plaintiff to receive a Service Award, in addition to her
25 Individual Settlement Award, for her services on behalf of the Settlement Class.

26 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
27 in the best interest of the Settlement Class. Class Counsel further submits that the Settlement is
28 within an acceptable range of recovery for this type of litigation given the strengths and

1 weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks
2 associated with class certification, representative adjudication, trial, and/or appeals.

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

5 Executed on this 24th day of March 2022, at Glendale, California.

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7 _____
8 Edwin Aiwanian
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EXHIBIT 1

DANIEL A. CROLEY (SBN: 154386)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

vs.

INLAND MARINE INDUSTRIES, INC.,
a California corporation; INLAND METAL
TECHNOLOGIES, an unknown business
entity; INLAND METAL INDUSTRIES, an
unknown business entity; INLAND METAL,
INC., an unknown business entity and DOES 1
through 100, inclusive

Defendants.

Case No.: RG19039075

**JOINT STIPULATION OF CLASS
ACTION AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT,
SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

Dept.: 16
Judge: Hon. Michael M. Markman
Trial Date: None Set
Action filed: October 15, 2019
FAC filed: January 26, 2022

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1 Plaintiff Ciomara Ayala Dolores ("Plaintiff") and Defendant Inland Marine Industries,
2 Inc., a California corporation ("Defendant") (collectively, the "Parties"), subject to the terms and
3 conditions hereof and final approval by the Court, hereby enter into this Joint Stipulation of
4 Class Action and Private Attorneys General Act Settlement and Release ("Settlement
5 Agreement"). This Settlement Agreement is intended to fully, finally, and forever compromise,
6 release, resolve, discharge, and settle the released claims subject to the terms and conditions set
7 forth below.

8 I. RECITALS

9 A. Background and Procedural History

10 1. On or about October 15, 2019, Plaintiff filed a lawsuit against Defendant in the
11 Superior Court of the State of California for the County of Alameda, titled *Ciomara Ayala*
12 *Dolores v. Inland Marine Industries, Inc. et al.*, Case No. RG19039075, (the "Complaint" or, as
13 amended, the "Action"). Plaintiff's Complaint alleges claims on behalf of herself and other,
14 similarly situated current and former employees of Defendant. Plaintiff filed a First Amended
15 Complaint on or about January 26, 2022, asserting claims on behalf of herself, the State of
16 California, and other aggrieved employees pursuant to the Private Attorneys General Act, a true
17 and correct copy of which is attached hereto as Exhibit A.

18 2. Plaintiff alleges that Defendant violated California's wage and hour laws by not
19 providing her and putative class members with overtime and minimum wages, rest and meal
20 breaks, by failing to pay them premium wages for missed rest and meal breaks, by failing to
21 provide accurate wage statements, by failing to keep required payroll records, by not paying
22 unreimbursed business expenses, and by not paying final wages due upon termination. In
23 addition to alleging violations of the California Labor Code, Plaintiff also has asserted claims
24 under California Business & Professions Code section 17200. Plaintiff seeks to represent a class
25 of "all current and former hourly-paid or non-exempt employees who worked for any of the
26 Defendants within the State of California at any time during the period from four years
27 preceding the filing of this Complaint to final judgment and who reside in California" at the

time of their employment. Amended Complaint, Para. 16.

3. The Parties have participated in multiple full day mediations with mediator Jeffrey Ross, Esq., a well-respected wage and hour class action mediator, on July 1, 2020, July 13, 2021 and August 3, 2021.

B. Parties' Statements and Recognition of the Benefits of the Settlement

4. Counsel for Plaintiff ("Class Counsel") has conducted an extensive investigation into the facts of the Action, including obtaining informal disclosures from Defendant. Class Counsel is aware of Defendant's practices and procedures from such disclosures. Furthermore, the Parties have engaged in extensive negotiations and the exchange of data, documents, and information, including thousands of pages of records produced by Defendant.

5. Based on a thorough investigation and evaluation of this case, Class Counsel and Plaintiff have concluded that settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, numerous potential appellate issues, the additional costs of litigating the Action, and Defendant's financial inability to pay much, if anything, beyond the Settlement Fund described below.

6. Defendant denies each and every claim alleged by Plaintiff in the Action. Defendant expressly denies any and all allegations of wrongdoing or liability arising out of any of the acts, omissions, facts, matters, transactions, or occurrences that are alleged or could have been alleged in the Action. Nevertheless, Defendant has taken into account the uncertainty and risks inherent in any litigation and has also concluded that further conduct of the instant action would be protracted and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant

of any fault, wrongdoing or liability whatsoever.

II. DEFINITIONS

7. As used in this Settlement Agreement, in addition to the capitalized terms defined above, the following terms have the meanings specified below.

8. "Administrative Costs" shall mean the estimated cost for administering the settlement and claims process, including providing the Notice of Settlement, various efforts to locate Settlement Class Members, and coordinating the payment of claims on behalf of the Settlement Class.

9. "Attorneys' Fees and Costs." Attorneys' Fees shall mean the amount not to exceed thirty-five (35%) of the Settlement Fund, subject to approval by the Court, for Class Counsel's attorneys' fees incurred in investigation, litigation and resolution of the Action, to be paid to Class Counsel under the terms of this Settlement Agreement. Attorneys' Costs shall mean the amount to be paid from the Settlement Fund, not to exceed thirty thousand dollars (\$30,000.00), for Class Counsel's actual litigation costs and expenses incurred in investigation, litigation and resolution of the Action, to be paid to Class Counsel under the terms of this Settlement Agreement. (Collectively, "Attorneys' Fees and Costs").

10. "Action" or "Lawsuit" shall mean the civil action brought by Ciomara Ayala Dolores., individually and on behalf of all similarly situated current and former employees, *Ciomara Ayala Dolores v. Inland Marine Industries, Inc. et al*, Case No. RG19039075, in Superior Court of the State of California for the County of Alameda.

11. "Class Counsel" shall mean the attorneys representing Plaintiff in the Action: LAWYERS for JUSTICE, PC, and the undersigned lawyers for such firm.

12. "Class Period" shall mean October 15, 2015, to November 11, 2021, inclusive.

13. "Claims Released" means any and all claims, rights, demands, obligations, controversies, debts, disputes, damages, losses, actions, causes of action, sums of money due, judgments, suits, amounts, matters, issues, liabilities, and charges of any kind or nature whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or

consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), and claims for relief of every nature and description whatsoever, whether in law or equity, including both known claims and, Unknown Claims (as defined below), suspected or unsuspected, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, whether in contract, violation of any local, state or federal statute, rule or regulation, arising out of, concerning, in connection with any, or in any manner related to any act, omission, allegations, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Action or which could have been asserted in the Action or any other forum of any kind based on any act, omission, allegations, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Action (including as alleged in the Complaint or First Amended Complaint) and during the Class Period, including, without limitation, all claims relating to the failure to pay overtime and minimum wages, provide meal and rest periods, inaccurate wage statements, penalties relating to the failure to provide rest periods and/or inaccurate wage statements, including PAGA penalties, or any other alleged wage and hour violations and related record-keeping requirements, including, without limitation, under Labor Code Section 203, Business & Professions Code section 17200, the applicable California Industrial Welfare Commission Order, or any other local government, California or federal laws relating to the failure to pay wages and penalties or provide rest and meal periods based on or relating to the facts alleged in the Complaint and/or Amended Complaint.

14. "Defense Counsel" shall mean the attorneys representing Defendant in the Action: Daniel Croley and Katherine O'Neal of Futterman Dupree Dodd Croley Maier LLP.

15. "Final Approval Hearing" means the hearing to be conducted by the Court, or any other court taking jurisdiction of this matter, to determine whether to finally approve the Settlement.

16. The "Effective Date" of this Settlement Agreement shall mean seven (7) calendar days after all of the following conditions have been satisfied:

- 1 i. Execution of this Settlement Agreement by all Parties, Class Counsel and
2 Defense Counsel;
- 3 ii. Submission of this Settlement Agreement to the Court, along with
4 appropriate motions and requests for approval of this Settlement Agreement by the
5 Court;
- 6 iii. Preliminary approval of the settlement by the Court;
- 7 iv. Mailing of the Notice of Settlement to the Settlement Class Members in
8 accordance with the Court's Order of Preliminary Approval;
- 9 v. Expiration of the opt-out date as defined in the Notice of Settlement;
- 10 vi. Five percent (5%) or fewer of the Settlement Class Members submit
11 timely and valid requests to opt out of the Settlement Class (or if more than five percent
12 (5%) opt out, Defendant does not exercise their right to rescind and void the Settlement
13 Agreement);
- 14 vii. A formal fairness hearing, final approval of the settlement by the Court,
15 and entry of a written, final order by the Court approving this Settlement Agreement and
16 entering final judgment with respect to the Action. Except that, in the event there are
17 written objections made prior to the formal fairness hearing, or an appeal of the Court's
18 approval of the settlement taken, then the Effective Date shall be the later of the
19 following events: when the period for filing any appeal, writ or other appellate
20 proceeding opposing the settlement has elapsed without any appeal, writ or other
21 appellate proceeding having been filed; or any appeal, writ or other appellate proceeding
22 opposing the settlement has been dismissed finally and conclusively with no right to
23 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has
24 upheld the Court's final order with no right to pursue further remedies or relief; and
- 25 viii. Named Plaintiff's execution of the General Releases referenced below.

26 The occurrence of the Effective Date is a prerequisite to any funding and/or
27 distributions from the Settlement Fund. In the event that the Court does not execute an
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Order of Final Approval, or any such Order of Final Approval does not become final for any reason, or is modified in any material respect, the Effective Date does not occur, or if any of the conditions set forth above does not occur, this Settlement Agreement shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

17. "Order of Final Approval" and "Final Approval" means an order that finally and unconditionally grants final approval of this Settlement Agreement, enters final judgment with respect to the Action, and authorizes payments to the Settlement Administrator, the Settlement Class Members, the Plaintiff, the LWDA and Class Counsel as provided in this Settlement Agreement and means the time when a Judgment that has not been reversed, vacated, or modified in any way is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process (including potential writ proceedings) or because of passage, without action, of time for seeking appellate or writ review. More specifically, it is that situation when (i) no appeal or petition for review by writ has been filed and the time has passed for any notice of appeal or writ petition to be timely filed from the Judgment; or (ii) if an appeal has been filed, the court of appeal has either affirmed the Judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed; or (iii) a higher court has granted further appellate review and that court has either affirmed the underlying Judgment or affirmed the court of appeal's decision affirming the Judgment or dismissing the appeal or writ proceeding, and the time for any reconsideration or further appellate review has passed. Any reference to the finality or any similar phrase shall incorporate the definition of Final Approval in this paragraph.

18. "Order Granting Preliminary Approval" and "Preliminary Approval" refers to the Court order or statement of decision granting preliminary approval to this Settlement Agreement.

19. "Named Plaintiff" or "Plaintiff" shall mean Ciomara Ayala Dolores.

20. "Notice of Settlement" refers to the official notice of settlement of class action,

1 attached hereto as Exhibit B.

2 21. "Defendant" means Inland Marine Industries, Inc. (DBA Inland Metal
3 Technologies Inc).

4 22. "Released Parties" shall mean the Defendant, including each and all of its past
5 and present successors, subsidiaries, parents, holding companies, and affiliated companies,
6 divisions and other related entities, as well as the successors, predecessors, shareholders, lenders
7 and investors and each and all of their respective officers, directors, partners, assigns, agents,
8 employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors,
9 consultants, fiduciaries, insurers, reinsurers, employee benefit and retirement plans of any kind,
10 and representatives of each of them, both individually and in their official capacities, past or
11 present, as well as all persons acting by, through, under or in concert with any of these persons
12 or entities. Without limiting the generality of the forgoing sentence and for the avoidance of
13 doubt, the Complaint names as defendants, in addition to Inland Marine Industries, Inc., Inland
14 Metal Technologies, Inland Metal Industries and Inland Metal, Inc. and those entities do not
15 exist but to the extent they do or ever did or are claimed to have liability for any reason related
16 to the Action, they are included as Released Parties and are released to same extent as
17 Defendant.

18 23. "Service Award" shall mean a Court-approved sum, not to exceed seven
19 thousand five hundred dollars (\$7,500.00), to be paid to the Plaintiff for her time and effort
20 spent during the Action, and for the risks associated with suing Defendant, in accordance with
21 Section III. B.

22 24. "Settlement Administrator" shall mean Phoenix Settlement Administrators,
23 which is the entity that has been selected to provide notice of this proposed class action
24 settlement to the Settlement Class and to perform other related functions to administer the
25 settlement contemplated by this Settlement Agreement as described herein.

26 25. "Settlement Class" or "Settlement Class Members" shall mean: all current and
27 former hourly-paid or non-exempt employees who worked for Defendant within the State of

California at any time during the period from October 15, 2015 to and including November 11, 2021.

26. "Settlement Fund" means "all-in" one million dollars (\$1,000,000.00), non-reversionary settlement upon the terms and conditions set forth in the executed Settlement Agreement, which is the total and maximum amount Defendant will be required to pay under this settlement, except that Defendant will pay its share of any payroll taxes (i.e., employer-side of FICA, FUTA and etc.) in addition to the Settlement Fund. The Settlement Fund will be allocated to pay and therefore include the following elements: (i) payments to Settlement Class Members, as described herein; (ii) payment to the State of California Labor and Workforce Development Agency ("LWDA") under PAGA, as described herein; (iii) Service Award to the Named Plaintiff, as described herein; (iv) Class Counsel's Attorneys' Fees and Costs, as described herein; and (v) Administrative Costs, as described herein.

27. "Participating Settlement Class Members" means those Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement.

28. "Unknown Claims" means any and all Claims Released that any Plaintiff or current or former employee who is part of the putative class does not know or suspect to exist in his or her favor at the time of the release of such claims, including claims which, if known by him or her, might have affected his or her decision to settle or the terms of his or her settlement with and releases provided to Defendant, or might have affected his or her decision not to object to this Settlement. With respect to any and all Claims Released, the Parties stipulate and agree that, upon the Effective Date, they shall expressly waive, and, with respect to claims asserted or that could have been asserted in the Action, all other Class Members by operation of the Judgment shall be deemed to have expressly waived the provisions, rights, and benefits of California Civil Code § 1542, or any other law of the United States or any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to Section 1542, which provides:

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

The Plaintiff and Class Members may hereafter discover facts in addition to or different from those which she or they now know or believe to be true with respect to the subject matter of the Claims Released, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, but the Plaintiff and Class Members shall expressly, fully, finally and forever settle and release, and upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Claims Released as applicable without regard to the subsequent discovery or existence of such different or additional facts. The Plaintiff and Class Members acknowledge that each shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement Agreement of which this release is a part.

28. “Workweeks” means the number of weeks worked by each Settlement Class Member for Defendant within California as an hourly or non-exempt employee during the Class Period, based on Defendant’s records.

III. TERMS OF SETTLEMENT AGREEMENT

29. IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiff (for herself and the Settlement Class) and Defendant, by and through their respective attorneys, that, subject to the approval of the Court, the Action will be finally and fully compromised, released, resolved, discharged, and settled, and will be dismissed with prejudice as to Defendant, subject to the terms and conditions of this Settlement Agreement, as follows:

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the named representative, providing factual information and documentation necessary to the prosecution of the Action, providing a General Release of all claims, maintaining contact with Class Counsel, and other participation necessary to the successful prosecution of the Action. Any such motion shall be filed concurrently with Class Counsel's application for Attorneys' Fees and Costs. Any Service Award approved by the Court in conjunction with the Settlement shall be paid from the Settlement Fund and shall reduce the amount of the Net Settlement Fund payable to the Participating Settlement Class Members. Defendant will not oppose a request for up to seven thousand five hundred dollars (\$7,500.00) for the Named Plaintiff Service Award.

35. In exchange for this Service Award, the Named Plaintiff agrees not to publicize the settlement beyond what is required or expressly approved by the Court, agrees to respond to any inquiry regarding the settlement only by referring the inquiry to Class Counsel and saying nothing further, and agrees to execute a General Release as to any and all claims she might have against Defendant and the Released Parties, whether such claim is known or unknown, as set forth in Paragraph 61 below. Named Plaintiff may, however, discuss the settlement with Class Members prior to the Effective Date in order to obtain approval of the settlement. Named Plaintiff agrees that she is not requesting to opt out and will not opt out and has not and will not encourage any person to opt out.

36. If the Court denies, modifies, or reduces any request for a Service Award, Plaintiff, Class Counsel, and the Participating Settlement Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Amount.

37. If Plaintiff appeals the Court's ruling on Plaintiff's request for a Service Award for Named Plaintiff, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Settlement Agreement, and shall not give Plaintiff, Class Counsel, or the Participating Settlement Class Members the right to modify, revoke, cancel, terminate, or void this Settlement Agreement.

38. Notwithstanding the above, the Named Plaintiff shall receive payment of Service

Award only after (a) executing and delivering to Defendant this Settlement Agreement and a separate General Release of all known and unknown claims against Defendant and (b) the Effective Date has passed.

C. Attorneys' Fees and Costs

39. Class Counsel shall request a reasonable award of attorneys' fees and costs from the Court to compensate Class Counsel for fees and costs incurred for work already performed in this Action, and for the work remaining to be performed in documenting the Settlement Agreement, securing Court approval of the Settlement Agreement, administering the Settlement Agreement, obtaining dismissal of the Action with prejudice, and defending against any appeals, as well as all associated expenses. The amount to be paid to Class Counsel shall be subject to Court approval. Defendant will not oppose a reasonable request, up to thirty-five percent (35%) of the Settlement Fund, for attorneys' fees and costs. Class Counsel's attorneys' fees and costs shall be paid from the Settlement Fund, and Defendant shall not be obligated to pay any amount above the Settlement Fund to compensate Class Counsel for any attorneys' fees or costs.

40. Class Counsel will submit an application for Attorneys' Fees and Costs to the Court for approval prior to the date of the Final Fairness Hearing. The Parties agree that, over and above the total amount of court-approved Attorneys' Fees and Costs award in this Action, each of the Parties, including all persons eligible to be members of the Settlement Class, shall bear their own fees and costs relative to the investigation, filing, prosecution or settlement of the Action, the negotiation, execution, or implementation of this Settlement Agreement, and/or the process of obtaining, administering or challenging a Class Certification Order and/or Final Approval.

41. The Parties agree that Class Counsel shall be solely responsible for the division and distribution of any and all Court-approved Attorneys' Fees and Costs awarded in the Action to Class Counsel, and that Class Counsel agree to release Defendant and the Released Parties from any responsibility for or liability arising out of or related to the division and distribution of

any Court-approved Attorneys' Fees and Costs.

42. In the event that the Court denies, modifies, or reduces Class Counsel's request for Attorneys' Fees and Costs, then Plaintiff, Class Counsel, and the Participating Settlement Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Fund.

43. If Class Counsel appeals the Court's ruling on their request for Attorneys' Fees and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Settlement Agreement, and shall not give Plaintiff, Class Counsel, or the Participating Settlement Class Members the right to modify, revoke, cancel, terminate, or void this Settlement Agreement.

44. All claims for attorneys' fees or costs or expenses that Class Counsel, Plaintiffs, and the Participating Settlement Class Members may possess against Defendant or Released Parties have been compromised and resolved in this Settlement Agreement and shall not be affected by any appeal that Class Counsel may file.

D. Administrative Costs

45. The Administrative Costs associated with administering the settlement and claims process shall be deducted from the Settlement Fund. The Administrative Costs are estimated not to exceed ten thousand dollars (\$10,000.00). No fewer than ten court days before the Final Approval Hearing, the Settlement Administrator shall provide the Court and all counsel for the Parties with a statement detailing the Administrative Costs. The Parties agree to cooperate in the settlement administration process and to make all efforts to control and minimize the costs and expenses incurred in the administration of this Settlement.

E. Payment for PAGA Penalties

46. The total amount of the Settlement Fund allocated to PAGA penalties shall be fifty thousand dollars (\$50,000.00), with seventy-five percent (75%) of the PAGA penalties, thirty-seven thousand and five hundred dollars (\$37,500.00), will be payable to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of the

PAGA penalties, twelve thousand and five hundred dollars (\$12,500.00), will be part of the Net Settlement Amount and paid to Participating Settlement Class Members on a *pro rata* basis.

47. The amount of the Settlement Fund being paid to aggrieved employees for PAGA penalties will be allocated in the manner of, and as part of, the Net Settlement Proceeds, as set forth in Section I.G, below.

48. Pursuant to California Labor Code § 2699(1)(2), settlement of a PAGA action is subject to the Court approval and a copy of the proposed settlement will be provided to the LWDA at roughly the same time of its submission to the Court.

F. No Effect on Benefits for Settlement Class Members

49. Plaintiff agrees, on behalf of all Settlement Class Members, that this Settlement Agreement and any payments under this Settlement Agreement shall not have any effect on the eligibility or calculation of employee benefits of any kind with respect to the Settlement Class Members. This Settlement Agreement does not represent any modification of any previously credited hours of service, income, or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy (past or present) sponsored by or provided by Defendant and/or any of the Released Parties.

50. Likewise, Plaintiff agrees, on behalf of all Participating Settlement Class Members, that no payment provided under this Settlement Agreement shall be considered "compensation" or "annual earnings for benefits" in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy sponsored or provided by the Defendant and/or any of the Released Parties.

G. Allocation

51. The "Net Settlement Proceeds" shall equal the Settlement Fund minus the total of (i) court-approved Attorneys' Fees and Costs; (ii) court-approved Service Award to the Named Plaintiff; (iii) all fees, costs, and expenses of the Settlement Administrator in connection with the settlement and claims administration services including, without limitation, those connected

1 with providing notice to the members of the Settlement Class and making settlement
2 distributions to members of the Settlement Class; and (iv) payment to the LWDA for PAGA
3 penalties.

4 52. The Net Settlement Proceeds shall be allocated as follows for each member of
5 the Settlement Class: The Settlement Administrator will determine the number of Workweeks
6 worked by each member of the Settlement Class. All Settlement Class Members will be credited
7 with at least one (1) Workweek.

8 53. The Settlement Administrator will calculate the value of each Workweek
9 ("Workweek Value") by dividing the Net Settlement Proceeds by the total number of
10 Workweeks for all Class Members.

11 54. The Settlement Administrator will calculate each Settlement Class Member's
12 "Individual Settlement Award" by multiplying an individual's total number of Workweeks by
13 the Workweek Value. The Settlement Administrator will pay out all Settlement Class Members
14 on a confidential basis and issue IRS tax forms.

15 55. Each Class Member's Individual Settlement Award will be allocated as follows:
16 twenty five percent (25%) to unpaid wages which will be reported to the IRS on Form W-2;
17 thirty seven and one half percent (37.5%) to penalties and thirty seven and one half percent
18 (37.5%) to interest, which will be reported to the IRS on Form 1099.

19 56. Each Party, Plaintiff, and Participating Settlement Class Member will be
20 responsible for his or her own tax obligations. The payment by Defendant pursuant to this
21 Agreement is for alleged failure to pay compensation due, interest on the compensation sum,
22 penalties regarding the compensation sum, and all other claims as set forth in the Complaint
23 and/or First Amended Complaint and explained in greater detail in definition of Claims
24 Released. In accordance with both State and Federal tax laws, the Administrator shall withhold
25 such sums from each Participating Settlement Class Member's Individual Settlement Award as
26 is required in order to comply with the same. Portions of any Individual Settlement Award not
27 subject to withholding will be issued with a 1099 Form. After appropriate tax withholding from

Individual Settlement Awards, the Settlement Administrator shall immediately pay over all such withheld funds to the appropriate state and federal taxing authorities. The Settlement Administrator shall provide each Participating Settlement Class Member with appropriate documentation setting forth the amount of any tax or other payment withheld, and employer contribution made, in accordance with state and federal tax requirements.

57. The Settlement Administrator will notify Defendant of the amount of the employer's share of FICA, FUTA and etc. due and owing as to each Settlement Class Member, which the Defendant will pay separately and in addition to the Settlement Fund. The Settlement Administrator will also give Defendant an estimate of the employer's share of payroll taxes within five (5) calendar days of sending out the Settlement Notice, as described in Paragraph 70.

IV. CLAIMS RELEASED BY SETTLEMENT AGREEMENT

58. In exchange for the payments by Defendant as described herein, upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Settlement Class Members, including the Named Plaintiff (who shall not opt out), jointly and severally, and any person claiming any right through or on behalf of any of them shall be deemed to have, and by operation of the Judgment shall have, fully, finally, unconditionally and forever released, relinquished, and discharged all Claims Released (including Unknown Claims, as defined above) against the Released Parties and their respective counsel, whether arising under federal, state, local or common law. Upon the Effective Date, the releasing Plaintiff and Participating Settlement Class Members will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Claims Released against any of the Released Parties, and their respective counsel.

59. The Parties intend that this Settlement Agreement shall be binding on all members of the Settlement Class who have not timely exercised the right to opt out of the

1 settlement, whether or not they actually receive a payment pursuant to this Settlement
2 Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a complete and
3 total defense to any Claims Released if raised in the future.

4 60. Participating Settlement Class Members waive any right they may have to any
5 payments or damages for missed meal and rest periods, wage statement penalties, unpaid
6 overtime and minimum wage, and any other claims alleged in the Complaint and/or First
7 Amended Complaint or that could have been asserted therein based on the facts alleged,
8 including the Claims Released and all claims arising from or based upon unpaid wages,
9 penalties, or attorneys' fees, except as provided for in this Settlement Agreement.

10 61. In addition to the release made in Paragraph 58, Plaintiff makes the additional
11 following general release of all claims, known or unknown. Plaintiff releases the Released
12 Parties from all claims, demands, rights, liabilities and causes of action of every nature and
13 description whatsoever, known or unknown, asserted or that might have been asserted, whether
14 in tort, contract, or for violation of any local government, state or federal statute, rule or
15 regulation arising out of, relating to, or in connection with Plaintiff's relationship with
16 Defendant or any of Released Parties as well as any and all acts or omissions by or on the part
17 of Defendant or any of Released Parties. With respect to any and all Claims Released, the
18 Parties stipulate and agree that, upon the Effective Date, Plaintiff shall expressly waive, and,
19 with respect to claims asserted or that could have been asserted in the Action and all other
20 claims, the provisions, rights, and benefits of California Civil Code § 1542, or any other law of
21 the United States or any state or territory of the United States, or principle of common law that
22 is similar, comparable, or equivalent to Section 1542, which provides:

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

1 The Named Plaintiff may hereafter discover facts in addition to or different from those
2 they may now know or believe to be true with respect to the subject matter of the Claims
3 Released, but, upon the Effective Date, she shall be deemed to have, and by operation of the
4 Order Granting Final Approval of the settlement in the Action shall have fully, finally, and
5 forever settled and released any and all of the Claims Released (including but not limited to
6 Unknown Claims), which now exist, or heretofore have existed, upon any theory of law or equity
7 now existing or coming into existence in the future, including, but not limited to, conduct that is
8 intentional, negligent, with or without malice, or a breach of any duty, federal, state or local
9 government law, or rule, without regard to the subsequent discovery or existence of such
10 different or additional facts. Accordingly, if the facts relating in any manner to this Settlement
11 are found hereafter to be other than or different from the facts now believed to be true, the
12 release of claims contained herein shall be effective as to all Unknown Claims. Plaintiff
13 acknowledges that she shall be deemed by operation of the Judgment to have acknowledged,
14 that the foregoing waiver was separately bargained for and is a key element of the Settlement
15 Agreement of which this release is a part.

16 62. The Parties agree that, for any claim that is not alleged in the Complaint and/or
17 the First Amended Complaint, the statute of limitations has and will continue to run on those
18 claims and no such claims will relate back to the filing of any of the pleadings in the Action.

19 **V. SCHEDULE FOR FINALIZING SETTLEMENT AGREEMENT**

20 63. Plaintiff and Defendant stipulate and agree to the following schedule and
21 procedures for obtaining the Court's approval of the settlement, including seeking certification
22 of the Settlement Class, notifying the Settlement Class, and processing all benefits provided
23 under this Settlement Agreement:

24 **A. Seeking Preliminary Approval of Settlement Agreement**

25 64. Upon the execution of this Settlement Agreement, Plaintiff will move the Court
26 for (a) conditional certification of the Settlement Class as a settlement class; (b) preliminary
27 approval of the terms of this Settlement Agreement, (c) approval of the Notice of Settlement
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(the "Settlement Notice"), settlement notice procedure, and appointment of the Settlement Administrator, and (d) the scheduling of a settlement fairness hearing on the question of whether the terms of this Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Named Plaintiff and the Settlement Class (collectively, "Motion for Preliminary Approval"). As a part of this motion, Plaintiff will submit (and attach a copy of) this Settlement Agreement.

65. Class Counsel shall provide Defendant with a reasonable opportunity to review and provide comments to the Motion for Preliminary Approval, before the motion and supporting papers are filed with the Court.

66. Solely for settlement purposes, Plaintiff agrees to seek, and Defendant consent to, certification by the Court of the Settlement Class as a conditional settlement class.

67. The conditional certification of the Settlement Class and appointment of Class Counsel by the Court shall be binding only with respect to the settlement of this Action. In the event that this Settlement Agreement is cancelled pursuant to its terms, the certification of the Settlement Class shall be vacated, the Action shall proceed as if the Settlement Class had never been certified, and this Settlement Agreement shall be of no force or effect.

68. Defendant shall not oppose the Motion for Preliminary Approval filed by Class Counsel pursuant to this Settlement Agreement, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. If the Court grants preliminary approval, the Parties will jointly move the Court to stay all proceedings and deadlines other than necessary to effectuate the settlement. If the Court denies preliminary approval of the settlement as set forth herein, the Parties will jointly move the Court to extend the current deadlines.

B. Providing Class Data to Settlement Administrator

69. Within twenty-one (21) calendar days of the Order Granting Preliminary Approval, Defendant agrees to provide to the Settlement Administrator a "Class List" and the following information for each Class Member: (a) full name; (b) last-known address; (c) e-mail address, if available; (d) social security number or employee identification number; (e) work

1 site(s) where he or she was employed by Defendant during the Class Period; (f) number of
2 Workweeks worked from October 15, 2015, to November 11, 2021; (g) number of Workweeks
3 worked during each calendar year during the Class Period. The Settlement Administrator will
4 then have an opportunity to review the data provided by Defendant to verify the accuracy of the
5 information and to calculate the Workweek Value, each class member's Workweeks and
6 projected individual payment. If numerous and/or substantial inconsistencies or inaccuracies are
7 discovered at any point, the Parties agree to jointly apply to the Court for an extension of the
8 schedule provided herein to allow the Parties to resolve the inconsistencies or inaccuracies. The
9 above-described information will be provided to the Settlement Administrator on a confidential
10 basis, and the Settlement Administrator agrees to use this information only for purposes of
11 verifying the accuracy of the information. The Settlement Administrator agrees not to use the
12 information for any purpose besides the administration of the settlement of the Action, and
13 agrees not to disclose the information to any third party. Notwithstanding the foregoing, the
14 Settlement Administrator may disclose to Class Counsel the number of Workweeks worked by
15 Settlement Class Members.

16 **C. Settlement Notice**

17 70. If the Court grants Preliminary Approval of the settlement terms described in this
18 Settlement Agreement, a Settlement Notice shall be provided to the Settlement Class as follows:

19 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
20 search based on the National Change of Address Database maintained by the United States
21 Postal Service to update and correct any known or identifiable address changes. Fourteen (14)
22 calendar days after Defendant provide to the Settlement Administrator the Class List referenced
23 in Paragraph 69 above, the Settlement Administrator shall send a Settlement Notice to all
24 members of the Settlement Class by regular U.S. Mail, postage prepaid and supplement with e-
25 mail notice, if feasible. In order to provide the best notice practicable, any Settlement Notice
26 returned as undelivered shall be sent to the forwarding address affixed thereto, if any. If no
27 forwarding address is provided for a Settlement Notice that is returned as undelivered, the

1 Settlement Administrator will use a skip-trace to locate a current address. If no current address
2 is located, the Settlement Notice for that individual will be deemed undeliverable. If the
3 procedures herein are followed, Defendant, Class Counsel, and the Settlement Administrator
4 shall be deemed to have satisfied their obligation to provide the Settlement Notice to the
5 Settlement Class. A copy of the proposed Settlement Notice is attached hereto as Exhibit B.

6 b. The Settlement Notice shall, at a minimum, include the following: the
7 number of Workweeks worked by the Settlement Class Member, the amount the class
8 member can expect to receive based on the number of Workweeks, the contact
9 information for Class Counsel and Defense Counsel, information informing Settlement
10 Class Members of their right to opt out, a statement that the Settlement Agreement may
11 have preclusive effect and participation in the Settlement shall result in a release of
12 Claims Released, notification that Settlement Class Members are solely responsible for
13 determining the tax consequences of payments made pursuant to this Settlement
14 Agreement; and notification that any payments under this Settlement Agreement shall
15 not have any effect on the eligibility or calculation of employee benefits nor will it be
16 considered compensation for determining eligibility in any employee pension benefit or
17 retirement plan, as discussed in Section II, above.

18 c. The Settlement Notice shall inform Settlement Class Members of their
19 right to opt out of the Settlement Class and be excluded from receiving any benefits
20 under this Settlement Agreement by completing and mailing a written opt-out request to
21 the Settlement Administrator no later than forty-five (45) calendar days after the
22 postmark date of the Settlement Notice. Any member of the Settlement Class who
23 submits a timely and valid request for exclusion will receive no settlement payment and
24 will not be bound by the terms of the Settlement Agreement nor have any right to object,
25 appeal, or comment thereon, with the exception of claims under the Private Attorneys
26 General Act. Settlement Class Members cannot opt out of PAGA claims, and will be
27 bound by the terms of this Settlement Agreement as to those claims. Late-submitted opt-

1 out requests will not be accepted by the Settlement Administrator and shall not be
2 effective. The Settlement Administrator will certify jointly to Class Counsel and
3 Defense Counsel which requests for exclusion were valid and timely submitted.

4 d. If a member of the Settlement Class disagrees with the number of
5 Workweeks, the member must complete and send a notice of dispute to the Settlement
6 Administrator, together with any supporting written documentation. Such documentation
7 may consist of official records, pay stubs, weekly schedules, or personal logs. To be
8 considered, the notice of dispute and supporting written documentation must be received
9 by the Settlement Administrator no later than thirty (30) calendar days after the
10 postmark date of the Settlement Notice. The Settlement Administrator shall immediately
11 notify both Class Counsel and Defense Counsel of any disputes submitted by Settlement
12 Class Members.

13 e. The Settlement Administrator shall share with both Class Counsel and
14 Defense Counsel the notice of dispute and any documentation submitted by a Settlement
15 Class Member in support of his or her dispute. The Settlement Administrator shall make
16 the final determination regarding the dispute based on the written documentation
17 submitted by the Settlement Class Member and any materials submitted by counsel
18 within ten (10) calendar days of receipt of the notice of dispute and supporting written
19 documentation, or no later than forty (40) calendar days after the postmark date of the
20 Settlement Notice. The Settlement Administrator shall inform each Settlement Class
21 Member of the final determination by a telephone call, followed by an e-mail or regular
22 U.S. Mail if no email for that Settlement Class Member is available.

23 f. The Settlement Administrator shall create and maintain a website, which
24 will include links to the Class Notice, Motions for Preliminary and Final Approval and
25 Motion for Attorneys' Fees as they become available, until the Effective Date. The
26 website shall also include links to any other documents or information the Settlement
27 Administrator deems necessary to perform its duties. The Motion for Attorneys' Fees
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1 and any related filings shall be available on the website for a reasonable period of time
2 of no less than 14 calendar days prior to the deadline for class members to file an
3 objection to the Settlement Agreement.

4 g. At least twenty-one (21) calendar days before the Final Fairness Hearing,
5 the Settlement Administrator shall prepare a declaration of due diligence and proof of
6 mailing with regard to the mailing of the Settlement Notice and e-mail (if e-mail was
7 deemed feasible), and any attempts by the Settlement Administrator to locate the
8 members of the Settlement Class (Due Diligence Declaration), to Class Counsel and
9 Defense Counsel for presentation to the Court. The Settlement Administrator will attach
10 to the Due Diligence Declaration a report showing the name of each individual who
11 submitted a timely and valid opt-out. Class Counsel shall be responsible for filing the
12 Due Diligence Declaration with the Court.

13 h. If at any point the Settlement Administrator determines that it needs
14 additional time, the Settlement Administrator shall inform the Parties regarding the
15 situation, and the Parties will seek from the Court a modification of the schedules
16 contained in this Settlement Agreement or any Court Order, to be consistent with the
17 recommendations and requests of the Settlement Administrator.

18 **D. Objections to Settlement Agreement after Preliminary Approval**

19 71. Any Settlement Class Member who intends to object to the settlement or this
20 Settlement Agreement must submit a written objection, along with any supporting documents,
21 to the Court, no later than forty-five (45) calendar days after the postmark date of the Settlement
22 Notice by mailing it to or filing it in person with the Court. The written objection must set forth,
23 in clear and concise terms, the legal and factual arguments supporting the objection.

24 72. Members of the Settlement Class who fail to make objections in the manner
25 specified in Paragraph 71 shall be deemed to have waived any and all objections and shall be
26 foreclosed from making any objection, whether by appeal or otherwise, to the settlement or this
27 Settlement Agreement.

73. Settlement Class Members who timely submit a written objection have the option to appear at the Final Approval Hearing, either in person or through their own counsel. To appear, Class Members must include a statement about the intent to appear at the Final Approval Hearing ("Notice of Intention to Appear") in the objection. No member of the Settlement Class shall be entitled to be heard at the Final Approval Hearing unless the Class Member includes the Notice of Intention to Appear, without permission of the Court. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

E. Duties of the Parties in Connection with Final Court Approval

74. In connection with final approval by the Court of this Settlement Agreement, Class Counsel and Defense Counsel will submit a proposed Judgment and a proposed Order Granting Final Approval of Action Settlement, approving the settlement, adjudicating the terms thereof to be fair, reasonable, and adequate, and directing consummation of all terms and provisions as provided in this Settlement Agreement.

F. Timing and Manner of Payments

75. Within twenty-one (21) calendar days after either Preliminary Approval of the Settlement or after Defendant receives an election statement from the Settlement Administrator, whichever is later, Defendant shall execute the election statement provided by the Administrator which shall be affixed to the initial tax return of the Qualified Settlement Fund ("QSF") in order to establish the start date of the QSF. The Settlement Fund will thereafter be administered and distributed as set forth in this Agreement. All interest with respect to the Settlement Fund will accrue to the benefit of the Settlement Class Members. The monetary relief to the Settlement Class Members, all fees and expenses of the Settlement Administrator, and any and all taxes arising out of any interest or other income derived from the Settlement Fund shall be paid from the Settlement Fund. Upon calculation of the individual payments, and at least three (3) calendar days after Final Approval (if not sooner), the Settlement Administrator shall advise

1 Defendant of the amount of the employer's share of payroll taxes. Defendant will provide that
2 amount to the Settlement Administrator within fourteen (14) calendar days after Final Approval.

3 77. Within ninety (90) calendar days of the Order Granting Preliminary Approval,
4 Defendant will wire the Settlement Fund of one million dollars and no cents (\$1,000,000.00) to
5 fund the Settlement to the Administrator, which shall be deposited by the Settlement
6 Administrator into a QSF pursuant to Internal Revenue Code §1.468B-1. These funds shall be
7 under the exclusive control of the Administrator, and shall be used solely for the purpose of
8 fulfilling the terms of the Agreement.

9 78. Within fifteen (15) business days after the Effective Date, the Settlement
10 Administrator shall make payments from the Settlement Fund as follows: (i) Attorneys' Fees
11 and Costs to Class Counsel, consisting of the total court-approved attorneys' fees, as well as the
12 total court-approved litigation costs accrued as of the date of the Final Approval Hearing; (ii)
13 Service Award to Plaintiff; (iii) seventy-five percent (75%) of the PAGA Penalties to the
14 LWDA; and (iv) Administration Costs to itself.

15 79. The Settlement Administrator shall make payments from the Settlement Fund
16 within fifteen (15) business days after the Effective Date. The Administrator will send
17 individual checks by regular U.S. Mail to the address provided to the Settlement Administrator
18 for mailing of the Settlement Notice. Each Settlement Class Member who is entitled to a
19 payment under this Settlement Agreement will receive a single check for the total of his or her
20 settlement payment (less applicable payroll deductions required by federal and state law for the
21 wage portion of the payment, as described below).

22 80. Checks sent to Settlement Class Members under this Settlement Agreement will
23 remain valid and negotiable for 180 calendar days from the date of their mailing, and thereafter
24 may be automatically canceled if not cashed by the payee within that time. The Settlement
25 Administrator will provide notice to Plaintiff's Counsel of any uncashed checks and the
26 Administrator shall have responsibility to attempt to locate the impacted Class Members and re-
27 issue checks with an expiration date 180 days following the re-issuing of the checks. In the

event any Settlement Class Member(s) cannot be located within 180 days of the expiration of the initial settlement checks, uncashed settlement check(s) will be awarded *cy pres* to Consumer Justice Clinic at the East Bay Community Law Center, a clinic of Berkeley Law. Defendant will not be responsible for the employer's share of taxes for any uncashed settlement checks and shall be returned the proportional amount of the employer's share of taxes from any uncashed settlement checks. No person shall have any claim against Defendant, Released Parties, Defense Counsel, the Named Plaintiff, any member of the Settlement Class, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

G. Payroll Deductions and Taxes

81. For each Settlement Class Member who is entitled to payment under this Settlement Agreement, Defendant will issue: (a) a W-2 Form on which the wage portion of the settlement payment shall be reported and payroll deductions required by state and federal law shall be taken; and (b) a 1099 Form on which the penalties and interest of the settlement payment shall be reported and from which no deductions will be taken.

82. The Parties agree and understand that Defendant has not made any representations regarding the tax obligations or consequences, if any, related to this Settlement Agreement. The Parties agree that Plaintiff and each Settlement Class Member are solely responsible for determining the tax consequences of payments made pursuant to this Settlement Agreement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

VI. OTHER PROVISIONS

A. Voiding the Settlement Agreement

83. A failure of the Court to approve any material condition of this Settlement Agreement which effects a fundamental change of the terms of the settlement shall render the entire Settlement Agreement voidable and unenforceable as to Plaintiff and Defendants, at the

option of either Party. Each Party may exercise its option to void this Settlement Agreement as provided above by giving notice, in writing, to the other and to the Court at any time before final approval of this Settlement Agreement by the Court.

83. If more than five percent (5%) of the Settlement Class submit timely and valid requests for exclusion pursuant to the terms and procedures of the Settlement Notice, this entire Settlement Agreement shall become voidable and unenforceable as to Plaintiff and Defendant, at Defendant's discretion. Defendant may exercise such option by giving notice, in writing, to Class Counsel and to the Court at any time before final approval of this Settlement Agreement by the Court. If Defendant exercises its option to revoke the Settlement Agreement, Defendant will pay the Administration Costs incurred up to the date that their revocation in writing is served on Class Counsel.

B. Escalator

84. This Settlement is based on Defendant's representation that there were approximately eight hundred thirty-seven (837) Class Members and approximately fifty thousand seven hundred ninety-two (50,792) Workweeks as of June 15, 2020. Should the total number of Workweeks for the Class Period increase by more than ten percent (10%) (i.e., exceed fifty-five thousand eight hundred seventy-one (55,871) Workweeks), then there will be a *pro rata* adjustment to the Gross Settlement Amount, which will automatically increase in proportion to the amount of the increase above the ten percent (10%) threshold stated in this paragraph. For example, if the number of Settlement Class members increases by fifteen percent (15%), the Gross Settlement Amount shall be increased by five percent (5%).

C. Notices

85. Except for Settlement Class Member notices, which are required herein to be made to or by the Settlement Administrator, all notices, requests, demands and other communications related to or in connection with this Settlement Agreement shall be in writing, and shall be provided by appropriate method depending on the urgency (e.g., personal delivery, facsimile, overnight delivery, or first-class U.S. mail) to:

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2 TO DEFENDANT:

DANIEL A. CROLEY

Futterman Dupree Dodd Croley Maier LLP
601 Montgomery St. Suite 333
San Francisco, CA 94111

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4
5 TO THE SETTLING CLASS:

EDWIN AIWAZIAN and ARBY AIWAZIAN

Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203

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7 **D. Mutual and Full Cooperation**

8 86. Plaintiff, Defendant, Class Counsel, and Defense Counsel agree to fully
9 cooperate with each other to accomplish the approval by the Court and of the terms of this
10 Settlement Agreement, including, but not limited to, execution of such documents and to take
11 such other action as may reasonably be necessary to implement the terms herein. The parties
12 agree to use their best efforts, including all efforts contemplated by this Settlement Agreement,
13 and any other efforts that may become necessary by Order of the Court, or otherwise, to
14 effectuate this Settlement Agreement.

15 87. The Parties agree that they will not attempt to encourage any members of the
16 Settlement Class to object to the proposed settlement or to opt out. Plaintiffs and Class Counsel
17 will make every reasonable effort to accurately explain the benefits of this Settlement
18 Agreement in response to any questions from any member of the Settlement Class.

19 **E. No Admission of Liability**

20 88. Nothing herein shall constitute any admission by Defendant or Released Parties
21 of wrongdoing or liability or of the truth of any factual allegations in the Action. Nothing herein
22 shall constitute an admission by Defendant that the Action was properly brought as a class or
23 representative action other than for settlement purposes. To the contrary, Defendant has denied
24 and continue to deny each and every material factual, procedural, and/or legal allegation and
25 alleged claim asserted in the Action. To this end, the settlement of the Action, the negotiation
26 and execution of this Agreement, and all acts performed or documents executed pursuant to or
27 in furtherance of this Agreement or the settlement are not, shall not be deemed to be, and may

not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or Released Parties, or any of them, or of the truth of any of the factual allegations in the operative complaints, and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant or Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

F. Binding Nature of Settlement Agreement

89. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. The Named Plaintiff and the Settlement Class represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released in the Claims Released in this Settlement Agreement.

90. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court. No rights under this Settlement Agreement may be waived except in writing.

91. This Settlement Agreement and any attached exhibits constitute the entire Settlement Agreement between the Named Plaintiff, Settlement Class, and Defendant relating to the terms contained herein. All prior or contemporaneous settlement agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or its counsel, are merged herein. No oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

92. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is intended to be contractual and not merely a recital.

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2 **F. Dispute Resolution**

3 93. Except as authorized herein, all disputes concerning the interpretation,
4 implementation, calculation, or payment of the Settlement Amount or other disputes regarding
5 compliance with this Settlement Agreement will be resolved by the Court.

6 **G. Restriction on Publicity**

7 94. Class Counsel and Plaintiff agree that they have not and will not issue any press
8 release or press statement, or initiate media coverage, regarding Defendant, the Released
9 Parties, or this Settlement Agreement. Notwithstanding this restriction on publicity, Class
10 Counsel may refer to their role in this lawsuit (but not the financial terms of the settlement) in
11 pleadings in other Class Action cases for the purpose of establishing its adequacy as Class
12 Counsel.

13 **H. Governing Law and Joint Drafting of Settlement Documents**

14 95. All terms of this Settlement Agreement and related documents shall be governed
15 by and interpreted according to the laws of the State of California, without respect to choice of
16 law provisions of any state.

17 96. Class Counsel and Defense Counsel have arrived at this Settlement Agreement
18 as a result of a series of arm's-length negotiations, taking into account all relevant factors,
19 present and potential.

20 97. This Settlement Agreement has been drafted jointly by Class Counsel and
21 Defense Counsel and, therefore, in any construction or interpretation of this Settlement
22 Agreement, the same shall not be construed against any of the Parties.

23 98. The Named Plaintiff, Settlement Class, and Class Counsel agree that none of the
24 documents provided to them by Defendant shall be used for any purpose other than the
25 prosecution and settlement of the Action. Specifically, none of the documents provided shall be
26 used to pursue any subsequent claims or litigation against Defendant or the Released Parties.

27 **I. Counterparts**

99. This Agreement may be executed in one or more counterparts, which may be filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Once available, a complete set of executed counterparts shall be filed with the Court. All executed copies of this Agreement and photocopies thereof (including facsimile and/or emailed copies of the signature pages) shall have the same force and effect and shall be as legally binding and enforceable as the original.

J. Parties' Authority

101. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and are fully authorized to bind the Named Plaintiff, Settlement Class, and Defendant to all terms stated herein.

K. Court Retains Jurisdiction

102. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Settlement Class Members to interpret and enforce the terms, conditions, and obligations under this Stipulation and Settlement Agreement.

IT IS SO STIPULATED.

[Signatures on Next Page]

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DATED: _____, 2022

By: _____
Plaintiff Ciomara Ayala Dolores

DATED: 03/08/2022, 2022

E-Signed : 03/08/2022 02:22 PM PST
Jennifer Sullivan
jsullivan@inlandmetal.com
IP: 162.246.147.22
Sertifi Electronic Signature
DocID: 20220307172947928
By: _____
Defendant Inland Marine Industries, Inc.
Name: Jennifer Sullivan
Title: President

APPROVED AS TO FORM:

DATED: March 18, 2022

FUTTERMAN DUPREE DODD CROLEY
MAIER LLP

D. Croley
Daniel A. Croley
Attorneys for Defendant
INLAND MARINE INDUSTRIES, INC

DATED: _____, 2022

LAWYERS for JUSTICE, PC

Edwin Aiwarzian
Attorney for Plaintiff
CIOMARA AYALA DOLORES and
Settlement Class

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DATED: 03/01/2022, 2022

By: 
Plaintiff Ciomara Ayala Dolores

DATED: _____, 2022

By: _____
Defendant Inland Marine Industries, Inc.
Name: _____
Title: _____

APPROVED AS TO FORM:

DATED: _____, 2022

FUTTERMAN DUPREE DODD CROLEY
MAIER LLP

Daniel A. Croley
Attorneys for Defendant
INLAND MARINE INDUSTRIES, INC

DATED: March 8, 2022, 2022

LAWYERS for JUSTICE, PC


Edwin Aiwarzian
Attorney for Plaintiff
CIOMARA AYALA DOLORES and
Settlement Class

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

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

Plaintiff,

v.

INLAND MARINE INDUSTRIES, INC.,
a California corporation; INLAND METAL
TECHNOLOGIES, an unknown business entity;
INLAND METAL INDUSTRIES, an unknown
business entity; INLAND METAL, INC., an
unknown business entity and DOES 1 through
100, inclusive.

Defendants.

Case No.: RG19039075

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

Dept.: 16
Trial Date: None Set
Action filed: October 15, 2019
FAC filed: January 26, 2022

Pursuant to the Order of Superior Court of the State of California, for the County of Alameda (the “Court”), entered on [REDACTED] 2022, you are hereby notified as follows:

A proposed settlement (the “Settlement”) has been reached between Plaintiff Ciomara Ayala Dolores, individually, and on behalf of other members of the general public similarly situated, and Defendant Inland Marine Industries, Inc in the proposed class action (the “Action”) pending in the Court brought on behalf of the following individuals (the “Settlement Class”):

All current and former hourly-paid or non-exempt employees who worked for Inland Marine Industries, Inc. within the State of California at any time during the period from October 15, 2015, to and including November 11, 2021 (“Class Period”).

You have been identified by Inland Marine Industries, Inc (“Inland” or “Defendant”) as a member of the Settlement Class. Please read this entire Notice carefully. It may affect your legal rights to money you may be owed in connection with your employment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

What is the lawsuit about?	Plaintiff alleges that Inland violated California’s wage and hour laws by not providing her and others with rest and meal breaks, by failing to pay them premium wages for missed rest breaks and meal periods and failing to pay overtime and minimum wages, and by failing to provide accurate wage statements and termination pay under Labor Code Section 203. Plaintiff also has asserted claims under California Business & Professions Code section 17200 and the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 <i>et seq.</i> , based on the same alleged Labor Code violations.
What are my options in this Settlement?	You have three options: (A) do nothing, remain in the Settlement Class, and receive your share of the Settlement; (B) challenge the number of Workweeks indicated below while remaining in the Settlement Class; or (C) exclude yourself from the Settlement Class and from the Settlement.
How many Workweeks did I work per Inland records, during the Class Period?	Inland’s records indicate you worked the following number of Workweeks as an hourly-paid and non-exempt employee during the Class Period: [REDACTED].
What if I don’t agree with the number of Workweeks?	If you disagree with the number of Workweeks identified above, you can dispute the number of Workweeks by sending a letter to the Settlement Administrator, pursuant to the instructions below and the terms of the Settlement Agreement.
What if I want to object to this Settlement?	If you believe the proposed Settlement is unfair or inadequate, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement.

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1 defenses. The Settlement is a compromise and is not an admission of liability on the part of
2 Defendant.

3 **3. What are the Settlement Terms?**

4 Subject to final Court approval, Defendant will pay \$1,000,000 (the “Settlement Fund”)
5 for (a) the claims by Participating Settlement Class Members; (b) PAGA penalties of \$50,000
6 with seventy-five percent (75%) of the PAGA penalties (\$37,500) being paid to the California
7 Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of the
8 PAGA penalties (\$12,500) being paid to Settlement Class Members who do not opt-out of the
9 Settlement; (c) the Court-approved Service Award not to exceed \$7,5000 to the Plaintiff; (d) the
10 Court-approved Attorneys’ Fees and Costs to Class Counsel in the amount of 35% of the
11 Settlement Fund, or \$350,000, for Class Counsel’s attorneys’ fees, and an amount not to exceed
12 \$30,000 for Class Counsel’s actual litigation costs and expenses; and (e) the Administration
13 Costs to the Settlement Administrator in an amount not to exceed \$10,000 for administering the
14 Settlement.

15 **4. How will each Settlement Class Member’s share of the Settlement be**
16 **calculated?**

17 After deduction from the Settlement Fund for the PAGA penalties paid to the LWDA, the
18 Court-approved Service Award to the Plaintiff, Attorneys’ Fees and Costs to Class Counsel, and
19 Administration Costs to the Settlement Administrator, each Settlement Class Member who does
20 not timely submit a request to opt-out of the Settlement will receive their share of the Settlement
21 (“Individual Settlement Award”) from the remaining amount (the “Net Settlement Proceeds”).
22 The amount of the Individual Settlement Award to each Settlement Class Member who does not
23 submit a timely Opt-Out Request (i.e., “Participating Settlement Class Members”) will be
24 determined based on the following formula: *(Workweeks worked by a Settlement Class Member*
25 *during the Class Period x Workweek Value).*

26 The formula allows for payment of a percentage of the Net Settlement Proceeds recovery
27 to each Settlement Class Member based upon the number of weeks worked during the Class
28 Period. The Net Settlement Proceeds will be divided by the Workweeks worked by all

1 Settlement Class Members to produce the dollar value per shift (“Workweek Value”).

2 For income and payroll tax purposes, 25% of each Individual Settlement Award will be
3 attributed to unpaid wages (which shall be subject to required withholdings and deductions and
4 reported as wage income as required by law), 37.5% of each Individual Settlement Award will
5 be attributed to penalties, and 37.5% of each Individual Settlement Award will be attributed to
6 interest (which will be subject to tax but shall not be subject to required withholdings and
7 deductions and shall be reported as non-wage income as required by law). Inland will pay,
8 separately from and in addition to the Settlement Fund, the amount calculated by the Settlement
9 Administrator that is equal to the share of employer payroll taxes resulting from each Individual
10 Settlement Award that is subject to withholding.

11 None of the Parties or attorneys makes any representations concerning the tax
12 consequences of this Settlement or your participation in it. Settlement Class Members should
13 consult with their own tax advisors concerning the tax consequences of the Settlement.
14 Settlement Class Members are solely responsible for determining the tax consequences of
15 payments made pursuant to the Settlement and for paying taxes, if any, which are determined to
16 be owed by each of them on such payments (including penalties and interest related thereto) by
17 any taxing authority, whether federal, state or local. Class Counsel is unable to offer advice
18 concerning any tax consequences of payments to any Settlement Class Member.

19 Class Counsel Attorneys’ Fees and Costs, Plaintiff Service Payment, and Administrative
20 Costs. Plaintiffs will seek an award of attorneys’ fees up to 35% (\$350,000.00) of the \$1,000,000
21 total Settlement Fund and the reimbursement of costs not to exceed \$30,000. In addition, Class
22 Counsel will ask the Court to authorize a Service Payment of up to \$7,500 for the Plaintiff in
23 addition to the Individual Settlement Award she is entitled to recover as a Settlement Class
24 Member. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.

25 **5. How many Workweeks did I work per Inland records, during the Class**
26 **Period?**

27 Inland records indicate you worked the following number of Workweeks as an hourly-
28 paid or nonexempt employee from October 19, 2019, to and including November 11,

2021:

B. YOUR RIGHTS AND OPTIONS

If you are a Settlement Class Member, you have three options under this Settlement, each of which is discussed below. You may: (A) do nothing and remain in the Settlement Class and receive your share of the Settlement (i.e., your Individual Settlement Award); (B) challenge the number of Workweeks indicated above while remaining in the Settlement Class so that you can receive your share of the Settlement; or (C) exclude yourself from the Settlement Class and from the Settlement by submitting a timely and valid Opt-Out Request. If you choose Option A or B, you may also object to the Settlement as explained below. Settlement Class Members who opt-out of the Settlement may not submit objections to the Settlement.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not timely exclude yourself from the Settlement (Option C), you will be subject to any Judgment that will be entered in this Action, including the release of the Released Claims as described below, whether or not you cash your share of the Settlement.

6. What do I do if I wish to participate in the Settlement and agree with the number of Workweeks indicated in section 5?

If you do not dispute the number of Workweeks attributed to you in section 5 of this Notice, and you wish to participate in the Settlement, you need not take any further action. If you wish to remain in the Settlement Class and be eligible to receive a payment under the Settlement, you do not need to take any action. If this Settlement receives the Court's final approval, a check will be sent to you at the address this Notice was mailed to.

7. What do I do if I do NOT agree with the number of Workweeks indicated in Section 5 but wish to participate in the Settlement?

If you do NOT agree with the number of Workweeks indicated in section 5 of this Notice but you wish to participate in the Settlement, you must take the following action: Complete and send a letter titled "Notice of Dispute to the Settlement Administrator" explaining that you dispute the totals, together with any supporting written documentation. Such documentation may

1 consist of official records, pay stubs, weekly schedules, or personal logs. To be considered, the
2 Notice of Dispute and supporting written documentation must be received by the Settlement
3 Administrator no later than [REDACTED]. Class Counsel and Defense Counsel will make a final and
4 binding determination regarding any disputes as to Workweeks. The Settlement Administrator
5 shall inform each Settlement Class Member of the final determination by a telephone call and if
6 not available by email or regular U.S. Mail if not email is available for that Settlement Class
7 Member; any telephone call or message will be followed by an email or regular U.S. Mail if no
8 email address for that Settlement Class Member is available. If this Settlement receives the
9 Court's final approval, a check will be sent to you at the address this Notice was mailed to.

10 *Ciomara Ayala Dolores v. Inland Marine Industries, Inc*

11 Settlement Administrator

12 **INSERT NAME/ADDRESS/TELEPHONE NUMBER**

13
14 **8. What do I do if I do NOT want to be bound by the Settlement?**

15 If you do not want to be part of the Settlement, you must submit a signed written request
16 to be excluded from the Settlement ("Opt-Out Request") to the Settlement Administrator, at the
17 address listed above. In order to be valid, your Opt-Out Request must be postmarked on or
18 before [REDACTED]. If you do not timely submit an executed Opt-Out Request (as evidenced by the
19 postmark), your Opt-Out Request will be rejected, you will be deemed a member of the
20 Settlement Class, and you will be bound by the release of Claims Released as described in "What
21 claims are being released by the proposed Settlement?" in section 10, below, and all other
22 Settlement terms. If the Opt-Out Request is sent from within the United States, it must be sent
23 through the United States Postal Service by First-Class Mail, or the equivalent. If you timely
24 submit an executed Opt-Out Request, you will have no further role in the Action, and for all
25 purposes, you will be regarded as if you never were either a Party to this Action or a Settlement
26 Class Member, and thus you will not be entitled to any benefit as a result of this Action and will
27 not be entitled to or permitted to assert an objection to the Settlement.

1 **9. Can I object to the Settlement?**

2 If you believe the proposed Settlement is unfair or inadequate in any respect, you can ask
3 the Court to deny approval by filing an objection. You cannot ask the Court to order a larger
4 settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no
5 Individual Settlement Awards will be sent out and the lawsuit will continue. You cannot object
6 to the Settlement if you request exclusion from the Settlement, as provided under Option C
7 above.

8 You may object to the proposed Settlement in writing. You may also appear at the Final Fairness
9 Hearing, either in person or through your own attorney, to present your objection orally. If you
10 appear through your own attorney, you are responsible for paying that attorney. All written
11 objections and supporting papers must (a) clearly identify the case name and number: Plaintiff
12 Ciomara Ayala Dolores, individually, and on behalf of other members of the general public
13 similarly situated, and Defendant Inland Marine Industries, Inc, Case No. RG19039075 (b) be
14 submitted to the Court either by mailing them to the Rene C. Davidson Courthouse, Alameda
15 County Superior Court, 1225 Fallon Street, Department 16, Oakland, CA 94612, or by filing
16 them in person at any location of the Alameda County Superior Court for the State of California;
17 and (c) be filed or postmarked on or before [REDACTED].

18 Your objection must clearly state 1) the reasons why you believe the Court should find
19 that the proposed Settlement is not in the best interest of the Settlement Class; and 2) the reasons
20 and factual basis for why the Settlement should not be approved.

21 Any Settlement Class Member who does not object in the manner described above shall
22 be deemed to have waived any objections and shall be foreclosed from objecting to the fairness
23 or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service
24 payments to the Plaintiff, the claims process, and any and all other aspects of the Settlement.
25 Likewise, even if you file an objection, you will be bound by the terms of the Settlement,
26 including applicable releases as set forth below, unless the Settlement is not finally approved by
27 the Court.

1 **10. What claims are being released by the proposed Settlement?**

2 Upon final approval, Plaintiff and each Settlement Class Member shall be deemed to
3 have fully, finally, and forever released and discharged Inland and all Released Parties from all
4 Claims Released.

5 Under the terms of the Settlement Agreement, these Claims Released include any and all
6 claims, rights, demands, obligations, controversies, debts, disputes, damages, losses, actions,
7 causes of action, sums of money due, judgments, suits, amounts, matters, issues, liabilities, and
8 charges of any kind or nature whatsoever (including, but not limited to, any claims for interest,
9 attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities
10 whatsoever), and claims for relief of every nature and description whatsoever, whether in law or
11 equity, including both known claims and, Unknown Claims (as defined below), suspected or
12 unsuspected, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or
13 unmatured, foreseen or unforeseen, whether in contract, violation of any local, state or federal
14 statute, rule or regulation, arising out of, concerning, in connection with any, or in any manner
15 related to any act, omission, allegations, transactions, facts, matters, occurrences,
16 representations, statements, or omissions alleged, involved, set forth, or referred to in the Action
17 or which could have been asserted in the Action or any other forum of any kind based on any
18 act, omission, allegations, transactions, facts, matters, occurrences, representations, statements,
19 or omissions alleged, involved, set forth, or referred to in the Action (including as alleged in the
20 Complaint or First Amended Complaint) and during the Class Period, including, without
21 limitation, all claims relating to the failure to pay overtime and minimum wages, provide meal
22 and rest periods, inaccurate wage statements, penalties relating to the failure to provide rest
23 periods and/or inaccurate wage statements, including PAGA penalties, or any other alleged wage
24 and hour violations and related record-keeping requirements, including, without limitation, under
25 Labor Code Section 203, Business & Professions Code section 17200, the applicable California
26 Industrial Welfare Commission Order, or any other local government, California or federal laws
27 relating to the failure to pay wages and penalties or provide rest and meal periods based on or
28 relating to the facts alleged in the Complaint and/or Amended Complaint.

“Unknown Claims” means any and all Claims Released that any Plaintiff or current or former employee who is part of the putative class does not know or suspect to exist in his or her favor at the time of the release of such claims, including claims which, if known by him or her, might have affected his or her decision to settle or the terms of his or her settlement with and releases provided to Defendant, or might have affected his or her decision not to object to this Settlement. With respect to any and all Claims Released, the Parties stipulate and agree that, upon the Effective Date, they shall expressly waive, and, with respect to claims asserted or that could have been asserted in the Action, all other Class Members by operation of the Judgment shall be deemed to have expressly waived the provisions, rights, and benefits of California Civil Code § 1542, or any other law of the United States or any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to Section 1542.

11. What is the next step in the approval of the Settlement?

The Court will hold a Final Fairness Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Settlement administration costs, and the service payment to the Plaintiff on , at 2:00 p.m. in Rene C. Davidson Courthouse, Alameda County Superior Court, 1225 Fallon Street, Department 16, Oakland, CA 94612. The Final Fairness Hearing may be continued without further notice to Settlement Class Members. You are advised to check the Settlement website, <https://publicrecords.alameda.courts.ca.gov>, or the Court’s Public Access to Court Electronic Records, to confirm that the date has not been changed. You are not required to attend the Final Fairness Hearing to receive a share of the Settlement.

C. THE ATTORNEYS REPRESENTING THE PARTIES

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Email: arby@calljustice.com
Attorneys for Plaintiff

Unless you elect to retain your own personal lawyer, by remaining in the Settlement Class you will not subject yourself to any direct obligations to pay the costs of the litigation.

12. If I am a Settlement Class Member, can I get my own attorney?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you have the right to retain your own personal counsel at your own expense. If you retain separate counsel, your counsel must enter an appearance on your behalf by filing a Notice of Appearance with the Court and mailing it to Class Counsel at the addresses set forth above.

D. GETTING MORE INFORMATION

13. Where can I get more information?

This Notice only summarizes the Action, the basic terms of the Settlement, and other related matters. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [REDACTED] contact Class Counsel at the addresses and/or telephone numbers listed above, access the Court docket in this case <https://publicrecords.alameda.courts.ca.gov>, or visit the office of the Clerk of the Rene C. Davidson Courthouse, Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 94612, business hours 8:30 a.m. to 2:00 p.m., and phone hours 10:00 a.m. to 2:00 p.m., Monday through Friday, excluding Court holidays.

The Joint Stipulation of Settlement and the Plaintiff's Motion for the Award of Attorneys' Fees and Costs will be available for review by [REDACTED], at [REDACTED].

Any questions regarding this Notice should be directed to the Settlement Administrator or to Class Counsel at the above addresses and/or telephone numbers.

14. What if my address has changed?

Your payment will be sent to the address on your claim form. Therefore, if your address changes or is different from the one this Notice was sent to, you must correct it by notifying the Settlement Administrator in writing by U.S. First-Class Mail.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.