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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

TIFFANY GASTON and AMBER
TOMLINSON, individually, on behalf of other
members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiffs,

vs.

ONRAD, INC., a Delaware corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: RIC2004221

CLASS ACTION

Assigned for All Purposes To:
Honorable Sunshine S. Sykes
Department 06

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: October 20, 2020
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Tiffany Gaston and Amber Tomlinson
3 (“Plaintiffs” or “Class Representatives”), and on behalf of all others similarly situated, and
4 Defendant ONRAD, INC., a Delaware corporation (“Defendant”) (collectively, the “Parties”).

5 DEFINITIONS

6 The following definitions are applicable to this Settlement Agreement.

7 Definitions contained elsewhere in this Settlement Agreement will also be effective:

8 1. “Action” means *Tiffany Gaston, et al., v. Onrad, Inc.*, Riverside Superior Court
9 Case No. RIC2004221.

10 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the Court
11 for Class Counsel’s litigation and resolution of this Action.

12 3. “Class Counsel” means Justice Law Corporation.

13 4. “Class List” means a complete list of all Class Members that Defendant will
14 diligently and in good faith compile from its records and provide to the Settlement Administrator
15 within twenty-one (21) days after Preliminary Approval of this Settlement. The Class List will be
16 formatted in Microsoft Office Excel and will include the following information from Defendant’s
17 records: each Class Member’s (a) full name; (b) last-known mailing address; (c) Social Security
18 Number; and (d) dates of employment and Workweeks as a non-exempt employee in California
19 during the Class Period.

20 5. “Class Member(s)” or “Class” means all current and former non-exempt or hourly
21 paid employees of Defendant who worked in California during the Class Period (or if any such
22 person is incompetent, deceased, or unavailable due to military service, the person’s legal
23 representative or successor in interest evidenced by reasonable verification). “Class Members”
24 shall not include any person who submits a timely and valid Request for Exclusion. There are
25 approximately ninety-four (94) persons answering to this definition.

26 6. “Class Period” means the period from October 20, 2016 through the date of
27 December 28, 2021.

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1 7. “Class Representative Enhancement Payments” means the amount approved by the
2 Court to be paid to Plaintiffs’ in recognition of their contributions to the Action on behalf of Class
3 Members and aggrieved employees, to be paid from the Maximum Settlement Amount.

4 8. “Court” means the Superior Court of California, County of Riverside.

5 9. “Defendant” means Onrad, Inc.

6 10. “Effective Date” means: (1)(a) the date of entry of the Court’s order granting final
7 approval of the Settlement Agreement and Judgment, if no objections have been filed or if an
8 objection was filed and later withdrawn; or (1)(b) if an objection to the Settlement Agreement is
9 filed, then the date when the time expires to file an appeal of the Court’s grant of Final Approval of
10 the Settlement Agreement; or (1)(c) if an objection is filed, as well as a timely Notice of Appeal of
11 the Court’s grant of Final Approval of the Settlement Agreement, then the date the appeal is finally
12 resolved, with the final approval unaffected; and (2) once the Maximum Settlement Amount has
13 been fully funded. It is the intention of the Parties that the Settlement shall not become effective
14 until the Court’s Order Granting Final Approval approving the Settlement has become completely
15 final and Judgment has been entered in accordance with the terms of the Settlement, and no timely
16 recourse remains for an appellant or objector to contest the Settlement.

17 11. “Individual Settlement Payment” means each Class Member’s share of the Net
18 Settlement Amount. Class Members will automatically receive their Individual Settlement Shares
19 unless they opt out of the Settlement. In other words, Class Members are not required to submit
20 claim forms.

21 12. “Maximum Settlement Amount” is the amount of Two Hundred Fifty Thousand
22 Dollars (\$250,000), which is the maximum amount to be paid by Defendant pursuant to this
23 Settlement Agreement. The Maximum Settlement Amount includes all Individual Settlement
24 Payments to Class Members, the Class Representative Enhancement Payments to Plaintiffs,
25 Attorneys’ Fees and Costs to Class Counsel, the Settlement Administration Costs to the Settlement
26 Administrator, and the PAGA Payment as specified in this Agreement. Defendant shall pay the
27 employer’s share of payroll taxes due on the portion of Settlement Payments allocated to wages
28 separately and in addition to the Maximum Settlement Amount. The Parties agree that Defendant

1 will have no obligation to pay any amount in connection with this Settlement Agreement apart
2 from the Maximum Settlement Amount and the employer's share of payroll taxes due on the
3 portion of Settlement Payments allocated to wages. The Parties also agree none of the Maximum
4 Settlement Amount will revert to Defendant.

5 13. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class
6 Representative Enhancement Payments, Attorneys' Fees and Costs, and Settlement Administration
7 Costs, and seventy-five percent (75%) of the PAGA Payment as specified in this Agreement.

8 14. "Objection" means any written objection to this Settlement sent by a Class
9 Member to the Settlement Administrator as specified herein and in the Notice of Settlement. An
10 Objection to Settlement must be sent to the Settlement Administrator within the time limitations
11 set forth in this Stipulation.

12 15. "Notice of Class Action Settlement" means the notice of settlement, attached as
13 **Exhibit A**, to be mailed to all members of the Class upon Preliminary Approval.

14 16. "Notice Packet" means the Notice of Class Action Settlement, the Objection Form,
15 and the Request For Exclusion collectively that will be mailed to all members of the Class upon
16 Preliminary Approval.

17 17. "Objection Form" means the form Class Members can use to submit objections
18 regarding this Settlement to the Settlement Administrator, attached as **Exhibit B**, to be mailed to
19 all members of the Class upon Preliminary Approval.

20 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

21 19. "PAGA Payment" means the payment made hereunder to the California Labor and
22 Workforce Development Agency ("LWDA") and the Class Members for settlement of claims for
23 civil penalties under PAGA. Class Members will still receive their portion of the PAGA Payment
24 even if they submit valid and timely Requests for Exclusion.

25 20. "Parties" means Plaintiffs and Defendant collectively.

26 21. "Plaintiffs" means Tiffany Gaston and Amber Tomlinson.

27 22. "Preliminary Approval" means the Court order granting preliminary approval of
28 the Settlement Agreement.

23. “Released Claims” means all causes of action and factual or legal theories that were alleged in the operative complaints or that could have been alleged against Defendant based on the facts contained in the operative complaints, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest periods and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) failure to keep requisite payroll records; (e) failure to reimburse necessary business expenditures; (f) failure to properly calculate and pay sick leave; (g) failure to pay waiting time penalties; (h) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (i) all claims under the California Labor Code Private Attorneys General Act of 2004, which shall only bind Plaintiffs and the State of California, that were described in Plaintiff Amber Tomlinson’s letter sent to the LWDA on September 28, 2021 and only to the extent that these claims were alleged in the operative complaints; (j) any other claims or penalties under the California Labor Code or other wage-and-hour laws pleaded in the Action; and (k) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. Plaintiffs do not release Class Members’ claims for wages or damages (if any) if they submitted valid and timely Requests for Exclusion. The period of the Released Claims shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the Released Claims. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Class Member was classified as non-exempt or hourly-paid and expressly excludes all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

24. “Released Parties” means Defendant together with its officers, directors, employees, and agents.

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1 25. “Request for Exclusion” means a timely written request by a Class Member to be
2 excluded from the Settlement. The Request for Exclusion must: (i) set forth the name, address,
3 telephone number and last four digits of the Social Security Number of the Class Member
4 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
5 Administrator; (iv) clearly state that the Class Member does not wish to be included in the
6 Settlement; and (v) be postmarked on or before the Response Deadline. This is attached as **Exhibit**
7 **C**, to be mailed to all members of the Class upon Preliminary Approval.

8 26. “Response Deadline” means the deadline by which Class Members must postmark
9 to the Settlement Administrator Requests for Exclusion or Objection Forms to the Settlement. The
10 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice
11 Packet by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or
12 Federal holiday, in which case the Response Deadline will be extended to the next day on which
13 the U.S. Postal Service is open.

14 27. “Settlement Administrator” means Simpluris, Inc. or any other third-party class
15 action settlement administrator approved by the Parties and the Court for the purposes of
16 administering this Settlement. The Parties each represent that they do not have a financial interest
17 in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
18 that could create a conflict of interest.

19 28. “Settlement Administration Costs” includes all costs payable to the Settlement
20 Administrator for administering this Settlement, including, but not limited to: (a) printing,
21 distributing, and tracking notice and other documents for this Settlement; (b) tax reporting; (c)
22 distributing all payments to be made pursuant to this Settlement; and (d) providing necessary
23 reports and declarations as requested by the Parties. After conference and consultation with the
24 Settlement Administrator, Five Thousand Dollars (\$5,000) will be allocated to it.

25 29. “Workweeks” means the number of calendar weeks that the Class Member worked
26 as a non-exempt employee in California during the Class Period.

27 30. “Workweek Value” means the value of each compensable Workweek, as
28 determined by the formula set forth in herein.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Class, and Defendant agree as follows:

31. Funding of the Maximum Settlement Amount. Defendant will make a single payment of Two Hundred Fifty Thousand Dollars (\$250,000) into an interest-bearing Qualified Settlement Fund ("QSF"), which the Settlement Administrator will manage and establish. The Maximum Settlement Amount will be used to pay: (i) the Individual Settlement Payments; (ii) the Class Representative Enhancement Payments; (iii) the Attorneys' Fees and Costs; (iv) the PAGA Payment; and the (v) Settlement Administration Costs.

32. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and Costs of not more than Eighty-Seven Thousand Five Hundred Dollars (\$87,500) in attorney's fees, (35% of the Maximum Settlement Amount) and not more than Twenty Thousand Dollars (\$20,000) in attorneys' costs, and Defendant agrees not to oppose such application. All Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the Court fails to approve the sum of Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be added to the Net Settlement Amount.

33. Class Representative Enhancement Payments. Plaintiffs will apply to the Court for a combined Class Representative Enhancement Payments of not more than Ten Thousand Dollars (\$10,000) (\$5,000 to Class Representative Tiffany Gaston and \$5,000 to Class Representative Amber Tomlinson) for their efforts and work in prosecuting the Action on behalf of Class Members and aggrieved employees, and Defendant agrees not to oppose such application. The Class Representative Enhancement Payments, which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiffs' right to an Individual Settlement Payment pursuant to this Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Plaintiffs will not have the right to revoke this Settlement if the Court fails to approve the amount sought by Plaintiffs as a Class Representative Enhancement Payment. Any portion of the Class

1 Representative Enhancement Payments not awarded to the Class Representatives will be added to
2 the Net Settlement Amount.

3 34. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments. These costs,
5 which will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) the required
6 tax reporting on the Individual Settlement Payments; (b) the issuing of 1099 IRS Forms; (c)
7 preparing and distributing Notice Packets; (d) calculating and distributing all payments to be made
8 pursuant to the Settlement; and (e) providing necessary reports and declarations. Class Counsel
9 obtained a “capped fee” quote from the Settlement Administrator to complete the administration
10 for Five Thousand Dollars (\$5,000). The Settlement Administrator’s “capped fee” quote will
11 represent the Settlement Administrator’s agreement that, based on the class size and distributions
12 under the terms of this Settlement, the costs for administration of the terms of this Settlement will
13 not exceed the specified amount. All the Settlement Administration Costs shall be paid from the
14 Maximum Settlement Amount upon completion of all duties required to be performed by the
15 Settlement Administrator under the terms of this Settlement, or as otherwise required by the Court,
16 subject to the “capped fee” quote from the Settlement Administrator. The Settlement Administrator
17 will set up the QSF.

18 35. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated from the
19 Maximum Settlement Amount for settlement of claims for civil penalties under PAGA. The
20 Settlement Administrator shall pay seventy-five percent (75%) of such PAGA Payment, or Seven
21 Thousand Five Hundred Dollars (\$7,500), to the LWDA and twenty-five percent (25%) of the
22 PAGA Payment, or Two Thousand Five Hundred Dollars (\$2,500), will be included in the Net
23 Settlement Amount to be distributed to Class Members as described in this Agreement. Each Class
24 Member’s pro rata share of that Two Thousand Five Hundred Dollars (\$2,500) will be part of his
25 or her Individual Settlement Payment. Class Members will still receive their portion of the PAGA
26 Payment even if they submit valid and timely Requests for Exclusion.

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1 36. Individual Settlement Payment Calculations. Individual Settlement Payments will
2 be calculated and apportioned from the Net Settlement Amount based on the number of
3 Workweeks a Class Member worked during the Class Period as a non-exempt or hourly-paid
4 employee in California. Calculations of Individual Settlement Payments will be made as follows:

5 36(a). The Settlement Administrator will calculate the total number of Workweeks
6 worked by each Class Member as a non-exempt or hourly-paid employee in California during the
7 Class Period and the aggregate total number of Workweeks worked by all Class Members as non-
8 exempt or hourly-paid employees in California during the Class Period.

9 36(b). To determine each Class Member's estimated "Individual Settlement
10 Payment," the Settlement Administrator will use the following formula: The Net Settlement
11 Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek
12 Value. Each Class Member's "Individual Settlement Payment" will be calculated by multiplying
13 each individual Class Member's total number of Workweeks by the Workweek Value.

14 36(c). The entire Net Settlement Amount will be disbursed as Individual
15 Settlement Payments to Class. If there are any valid and timely Requests for Exclusion from Class
16 Members, the Settlement Administrator shall proportionately increase the Individual Settlement
17 Payment for each Class Member according to the number of Workweeks worked, so that the
18 amount distributed to the Class equals one hundred percent (100%) of the Net Settlement Amount.
19 Additionally, all interest accrued from Defendant's payments into the QSF during the funding
20 process and through distribution will be added to the Net Settlement Amount and the Individual
21 Settlement Payments will be proportionally increased on a *pro rata* basis.

22 37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
23 Class Members under this Settlement, as well as any other payments made pursuant to this
24 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
25 which any Class Members may be eligible, including, but not limited to: (i) profit-sharing plans,
26 (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave
27 plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention that this
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1 Settlement Agreement will not affect any rights, contributions, or amounts to which any Class
2 Members may be entitled under any benefit plans.

3 38. Settlement Administration Process. The Parties agree to cooperate in the
4 administration of the settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement. Defendant agrees to fund the QSF
6 by making the above-described payment through the Settlement Administrator. The schedule and
7 timing of this Settlement is intended for the QSF to be fully funded at the point in time following
8 final approval and the effective date of the Settlement and when distribution of the approved
9 payments has been approved and ordered by the Court.

10 39. Funding of the Qualified Settlement Fund. To facilitate the funding of the QSF for
11 distribution as detailed above, Defendant will make a single payment within ten (10) days of the
12 Effective Date into an interest-bearing QSF, which the Settlement Administrator will manage and
13 establish. The Settlement Administrator will notify Defendant's Counsel of the account
14 information to which Defendant will wire the payment into the QSF to fund the Maximum
15 Settlement Amount. Upon establishing the QSF, the Settlement Administrator will maintain the
16 fund through preliminary approval, settlement administration, and the final approval process.

17 40. Delivery of the Class List. Within twenty-one (21) calendar days of entry of the
18 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
19 Settlement Administrator.

20 41. Confirmation of Contact Information in the Class List and Undeliverable Notices.
21 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
22 of Address Database for information to update and correct for any known or identifiable address
23 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or
24 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
25 forwarding address affixed thereto, and the Settlement Administrator will indicate the date of such
26 re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
27 Administrator will promptly attempt to determine the correct address using an Accurant
28 search/skip-trace and will perform a single remailing.

1 42. Notice by First-Class U.S. Mail. Within ten (10) days after the Settlement
2 Administrator receives the Class List from Defendant, the Settlement Administrator will mail a
3 Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current,
4 known mailing addresses identified in the Class List.

5 43. Notice Packets. All Class Members will be mailed a Notice Packet, comprised of
6 the Notice of Class Action Settlement, the Objection Form, and the Request For Exclusion in the
7 forms attached as **Exhibits A, B, and C** respectively or as provided by Court order.

8 44. Disputed Information in the Notice Packets. Class Members will have an
9 opportunity to dispute the information provided in their Notice Packets. To the extent Class
10 Members dispute their employment dates or the number of Workweeks, Class Members may
11 produce evidence to the Settlement Administrator showing that such information is inaccurate. The
12 Settlement Administrator will advise the Parties of such dispute, allow Defendant five (5) business
13 days to respond with any additional information or records, and then decide the dispute.
14 Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the
15 evidence submitted by the Class Member and Defendant and will make the final decision as to the
16 merits of the dispute.

17 45. Requests for Exclusion. Any Class Member wishing to opt-out from the Settlement
18 Agreement must sign and postmark a written Request for Exclusion to the Settlement
19 Administrator within the Response Deadline. The postmark date will be the exclusive means to
20 determine whether a Request for Exclusion has been timely submitted. The Parties and their
21 counsel will not solicit or encourage any Class Member, directly or indirectly, to opt out of the
22 Settlement Agreement. More specifically, a Class Member may request to be excluded from the
23 effect of this Agreement, and any payment of amounts under this Agreement by timely mailing a
24 Request for Exclusion letter to the Settlement Administrator stating that the Class Member wants
25 to be excluded from this Action. This letter must include the Class Member's name, address,
26 telephone number, and signature. To be valid and timely, the request to be excluded must be
27 postmarked by the Response Deadline date that will be specified in the Notice Packet (no less than
28 forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement

Administrator). A Class Member who properly submits a valid and timely request to be excluded from the Action will not receive an Individual Settlement Payment, will not be bound by the class action releases of the Settlement, and will not have standing to object to the Settlement. However, a Class Member who properly submits a valid and timely request to be excluded from the Action will still receive his or her portion of the PAGA Payment. A Class Member who does not timely request exclusion will be bound by the releases herein and receive an Individual Settlement Payment. A Request for Exclusion must be mailed to the Settlement Administrator at its address to be provided in the Notice Packet, and the Settlement Administrator will promptly transmit the requests for exclusion to the Parties' counsel.

46. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement.

48. Objection Procedures. The Notice Packet shall state that Class Members who wish to object to the Settlement may do so by a written statement of objection to be mailed by the Response Deadline to the Settlement Administrator or by appearing at the hearing for Final Approval. The Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark date of the filing and service will be deemed the

1 exclusive means for determining that the Objection is timely. The Objection Form must state: (1)
2 the case name and number; (2) the name of the Class Member; (3) the address of the Class
3 Member; (4) the last four digits of the Class Member's Social Security Number; (4) the basis for
4 the objection; and (5) if the Class Member intends to appear at the Final Approval/Settlement
5 Fairness Hearing. The Settlement Administrator will promptly provide any Objection Forms to the
6 Parties' counsel upon receiving them. Class Counsel will include all objections received and
7 Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Class Members
8 may also have a right to have their objections heard at the Final Approval/Settlement Fairness
9 Hearing. Class Counsel will not represent any Class Members with respect to any such objections
10 to this Settlement, and any Class Members who request exclusion from the Settlement will not
11 have standing to object to it. If a Class Member objects to the Settlement, the Class Member will
12 remain a member of the Class and if the Court approves this Settlement, the objecting Class
13 Member will be deemed a member of the Class and be bound by the terms of the Settlement and
14 Final Approval in the same way and to the same extent as a Class Member who did not object.

15 49. Settlement Administrator Reports. The Settlement Administrator will provide
16 Defendant's counsel and Class Counsel a weekly report of the number of Class Members who have
17 submitted valid Requests for Exclusion, Objection Forms, and disputes regarding Workweeks
18 calculations. The Settlement Administrator will also provide to Parties' counsel any updated
19 reports regarding the administration of the Settlement Agreement as needed or requested.

20 50. Distribution and Timing of Payments: Within thirty (30) days of the Effective Date,
21 and after Defendant has fully funded the QSF with the Maximum Settlement Amount, the
22 Settlement Administrator will issue payments to: (i) all Class Members who have not submitted a
23 valid and timely Request for Exclusion, including any Class Member whose notice was returned as
24 undeliverable; (ii) Plaintiffs; (iii) Class Counsel; and (iv) the LWDA. The Settlement Administrator
25 will also issue a payment to itself for Court-approved services performed in connection with the
26 Settlement. The Settlement Administrator will pay Individual Settlement Payments from the Net
27 Settlement Amount to all Class Members who do not timely request exclusion. The Settlement
28 Administrator will do so by sending a check in the appropriate amount to the Class Member at the

1 address indicated in the list of Class Member names and addresses provided by Defendant, or as
2 subsequently determined by the Settlement Administrator to be correct.

3 51. Uncashed Settlement Checks. Class Members will receive checks for their
4 Individual Settlement Payments. Checks will remain negotiable for one hundred twenty (120)
5 calendar days ("Check-Cashing Deadline"). Any check not cashed within one hundred twenty
6 (120) calendar days will be void. The funds from the uncashed checks shall be distributed by the
7 Settlement Administrator to the State Controller's Unclaimed Property Fund. No later than ten (10)
8 calendar days after the expiration of the 120-day period, the Settlement Administrator shall deposit
9 the total amounts contained in the settlement checks, and all interest that has accrued, to the State
10 Controller's Unclaimed Property Fund. The Settlement Administrator shall provide a declaration
11 of deposit with the State Controller's Unclaimed Property Fund, which will be served on Class
12 Counsel and Defendant's Counsel within ten (10) calendar days of payment of the residual to such
13 beneficiary. Any costs associated with administering the remaining funds under this paragraph
14 (e.g., bank stop-payment charges, settlement administration costs associated with any reserve
15 amount) or payments to the State Controller's Unclaimed Property Fund will be deducted before
16 the deposit into the State Controller's Unclaimed Property Fund.

17 52. Certification of Completion. Upon completion of administration of the Settlement,
18 the Settlement Administrator will provide a written declaration under oath to certify such
19 completion to the Court and the Parties' counsel.

20 53. Allocation of Individual Settlement Payments. All Individual Settlement Payments
21 will be allocated as follows: (a) twenty-five percent (25%) as wages; and (b) seventy-five percent
22 (75%) as penalties and interest. Additionally, all interest accrued from Defendant's installment
23 payments into the QSF during the funding process and through distribution will be added to the
24 Net Settlement Amount, and Individual Settlement Payments will be proportionally increased on a
25 *pro rata* basis. The Settlement Administrator will be responsible for issuing to claimants a form W-
26 2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties.

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1 54. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiffs, Class Members, and Class Counsel tax
3 forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement
4 Administrator will also be responsible for forwarding all taxes and penalties to the appropriate
5 government authorities as may be required by law.

6 55. Tax Liability. Defendant makes no representation as to the tax treatment or legal
7 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on
8 any statement, representation, or calculation by Defendant or by the Settlement Administrator in
9 this regard. Plaintiffs and Class Members understand and agree that they will be solely responsible
10 for the payment of any taxes and penalties assessed on the payments described herein and will
11 defend, indemnify, and hold Defendant free and harmless from and against any claims resulting
12 from treatment of such payments as non-taxable damages.

13 56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
14 PURPOSES OF THIS PARAGRAPH, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
15 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
16 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
18 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
19 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
21 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
22 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
23 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
24 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B)
25 HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION
26 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
27 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
28 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY

1 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
2 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
3 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
4 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
5 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
6 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
7 CONTEMPLATED BY THIS AGREEMENT.

8 57. No Prior Assignments. The Parties and their counsel represent, covenant, and
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
10 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
11 action, cause of action or right herein released and discharged.

12 58. Nullification of Settlement Agreement. If: (i) the Court does not finally approve the
13 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason,
14 then this Settlement Agreement, and any documents generated to bring it into effect, will be null
15 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
16 will likewise be treated as void from the beginning.

17 59. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
18 request the Preliminary Approval of the Settlement Agreement and the entry of a Preliminary
19 Approval Order for: (i) conditional certification of the Class for settlement purposes only; (ii)
20 preliminary approval of the proposed Settlement Agreement; and (iii) setting a date for a Final
21 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
22 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
23 Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth
24 the terms of this Settlement and will include the proposed Notice Packet Settlement.

25 60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
26 deadlines to postmark Requests for Exclusion or Objection Forms to the Settlement Agreement,
27 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted
28 to determine the Final Approval of the Settlement Agreement along with the amounts properly

1 payable for: (i) Individual Settlement Payments; (ii) the Class Representative Enhancement
2 Payments; (iii) the Attorneys' Fees and Costs; and (iv) the Settlement Administration Costs. The
3 Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) days after the
4 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
5 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
6 costs application to be heard at the final approval hearing.

7 61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
8 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
9 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
10 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
11 the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may
12 be appropriate under court rules or as set forth in this Settlement Agreement.

13 62. General Release by Plaintiffs. In consideration for the consideration set forth in
14 this Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, does waive, release,
15 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
16 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
17 which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not
18 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,
19 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal
20 injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud
21 claims, quantum meruit claims, and any and all claims arising under any federal, state or other
22 governmental statute, law, regulation or ordinance, including any claims arising under the
23 California Fair Employment and Housing Act (FEHA), the California Labor Code, the Wage
24 Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
25 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the
26 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
27 California Fair Employment and Housing Act, the California Family Rights Act, the Family
28 Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions

1 Code sections 17200, *et seq.*, and any and all claims arising under any federal, state or other
2 governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waives and
3 relinquish any and all claims, rights or benefits that they may have under California Civil Code
4 section 1542, which provides as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
7 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
8 **EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR**
9 **HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
10 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.**

11 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
12 which they now know or believe to exist, but they expressly agrees to fully, finally and forever
13 settle and release any and all claims against the Released Parties, known or unknown, suspected or
14 unsuspected, which exist or may exist against Released Parties at the time of execution of this
15 Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs'
16 employment with Defendant. The Parties further acknowledge, understand, and agree that this
17 representation and commitment is essential to the Agreement and that this Agreement would not
18 have been entered into were it not for this representation and commitment.

19 63. Release by All Class Members. Plaintiffs and all Class Members who do not
20 submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs,
21 descendants, dependents, executors, administrators, assigns, and successors, fully and finally
22 release and discharge the Released Parties from any and all of the Released Claims for the entirety
23 of the Class Period. This waiver and release will be final and binding on the Effective Date and
24 will have every preclusive effect permitted by law. Plaintiffs and the Class Members may hereafter
25 discover facts or legal arguments in addition to or different from those they now know or currently
26 believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or
27 legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue
28 of this Agreement, Plaintiffs and the Class Members shall be deemed to have, and by operation of
the final judgment approved by the Court, shall have, fully, finally, and forever settled and released
all of the Released Claims. The Parties understand and specifically agree that the scope of the

1 release described in this paragraph: (a) is a material part of the consideration for this Agreement;
2 (b) was critical in justifying the agreed upon economic value of this settlement and without it
3 Defendant would not have agreed to the consideration provided; and (c) is narrowly drafted and
4 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims
5 that were or could have been alleged based on the facts, causes of action, and legal theories
6 contained in the operative complaints in the Action.

7 64. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
8 set forth in any attached Exhibits, which are incorporated by reference as though fully set forth
9 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

10 65. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or
11 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
12 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person
13 or entity, except potential class members and as shall be contractually required to effectuate the
14 terms of the Settlement. For the avoidance of doubt, this paragraph means Plaintiffs and Class
15 Counsel agree not to issue press releases, communicate with, or respond to any media or
16 publication entities, publish information in manner or form, whether printed or electronic, on any
17 medium or otherwise communicate, whether by print, video, recording or any other medium, with
18 any person or entity concerning the Settlement, including the fact of the Settlement, its terms or
19 contents and the negotiations underlying the Settlement, except as shall be contractually required
20 to effectuate the terms of the Settlement. But for the limited purpose of allowing Class Counsel to
21 prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the
22 Parties and the venue/case number of this Action (but not any other settlement details).

23 66. No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not
24 currently aware of any: (a) unalleged claims in addition to, or different from, those which are
25 finally and forever settled and released against the Released Party by this Settlement; and (b)
26 unalleged facts or legal theories upon which any claims or causes of action could be brought
27 against Defendant, except such facts and theories specifically alleged in the operative complaints
28 in these Action. Plaintiffs and Class Counsel will further represent that, other than the instant

1 Action, they have no current intention of asserting any other claims against Defendant in any
2 judicial or administrative forum. Plaintiffs and Class Counsel will further represent that they do not
3 currently know of or represent any persons who have expressed any interest in pursuing litigation
4 or seeking any recovery against Defendant. The Parties further acknowledge, understand, and
5 agree that the representations described in this paragraph are essential to the Settlement and that
6 this Settlement would not have been entered into were it not for this representation.

7 67. Plaintiffs' Option to Revoke Settlement: Defendant estimates that there are
8 approximately ninety-four (94) Class Members. If, during the Class Period, the number of Class
9 Members increases by more than twenty percent (20%) of the amount stated, then Plaintiffs may
10 terminate this Settlement Agreement.

11 68. Defendant's Option to Revoke Settlement. If, after the Response Deadline, the
12 number of Class Members who submitted timely and valid written requests for exclusion from the
13 Settlement is at least fifteen percent (15%) of all ninety-four (94) Class Members, Defendant shall
14 have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the
15 option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel
16 within seven (7) calendar days after the Response Deadline; and (b) pay all Settlement
17 Administration Costs incurred up to the date or because of the termination. The Parties shall
18 proceed in all respects as if this Settlement Agreement had not been executed.

19 69. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
20 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
21 be deemed binding on the Parties. This provision has no application or impact on any arbitration
22 agreements, confidentiality agreements, employee handbooks or policies executed by a Class
23 Member during his or her employment with Defendant, which remain in full force and effect.

24 70. Amendment or Modification. This Settlement Agreement may be amended or
25 modified only by a written instrument signed by the Parties' counsel or their successors-in-interest.

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1 71. Authorization to Enter Into Settlement Agreement. The Parties' counsel warrant
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
4 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
5 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
6 counsel will cooperate with each other and use their best efforts to effect the implementation of the
7 Settlement. If the Parties are unable to reach agreement on the form or content of any document
8 needed to implement the Settlement, or on any supplemental provisions that may become
9 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
10 Court to resolve such disagreement.

11 72. Binding on Successors and Assigns. This Settlement Agreement will be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
13 defined.

14 73. California Law Governs. All terms of this Settlement Agreement and Exhibits
15 hereto will be governed by and interpreted according to the laws of the State of California.

16 74. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
18 executed counterparts and each of them, including facsimile and scanned copies of the signature
19 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange
20 among themselves original signed counterparts.

21 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
22 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
23 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
24 litigation, considering all relevant factors, present and potential. The Parties further acknowledge
25 that they are each represented by competent counsel and that they have had an opportunity to
26 consult with their counsel regarding the fairness and reasonableness of this Settlement. In addition,
27 the mediator may execute a declaration supporting the Settlement and the reasonableness of the
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1 Settlement. The Court may, in its discretion, contact the mediator to discuss the Settlement and
2 whether the Settlement is objectively fair and reasonable.

3 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
5 extent possible consistent with applicable precedents so as to define all provisions of this
6 Settlement Agreement valid and enforceable.

7 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
8 class certification for purposes of this Settlement only. However, Plaintiffs or Class Counsel may
9 appeal any reduction in Attorneys' Fees and Costs that are below the amount they request from the
10 Court, and either Party may appeal any court order that materially alters the Settlement
11 Agreement's terms.

12 78. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute
13 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
14 entering this Settlement, Defendant does not admit, and specifically denies, that it: (a) violated any
15 federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any
16 statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract;
17 (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (d)
18 engaged in any other unlawful conduct with respect to its employees. Neither this Settlement, nor
19 any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an
20 admission or concession by Defendant of any such violations or failures to comply with any
21 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this
22 Settlement and its terms and provisions will not be offered or received as evidence in any action or
23 proceeding to establish any liability or admission on the part of Defendant or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
25 local or other applicable law.

26 79. Waiver. No waiver of any condition or covenant contained in this Settlement or
27 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute
28 a further waiver by such Party of the same or any other condition, covenant, right or remedy.

1 80. Enforcement Action. If one or more of the Parties institutes any legal action or
2 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
3 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
4 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
5 including expert witness fees incurred in connection with any enforcement actions.

6 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
7 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
8 against one Party than another merely by virtue of the fact that it may have been prepared by
9 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
10 between the Parties, all Parties have contributed to the preparation of this Settlement.

11 82. Representation By Counsel. The Parties acknowledge they have been represented
12 by counsel throughout all negotiations that preceded the execution of this Settlement and that this
13 Settlement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class
14 Counsel warrant and represent that there are no liens on the Settlement Agreement.

15 83. All Terms Subject to Final Court Approval. All amounts and procedures described
16 in this Settlement Agreement herein will be subject to final Court approval.

17 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
18 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
19 this Settlement Agreement.

20 85. Binding Agreement. The Parties warrant they understand and have full authority to
21 enter this Settlement and further intend that this Settlement will be fully enforceable and binding
22 on all Parties. The Parties also agree that this Settlement will be admissible and subject to
23 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
24 provisions that otherwise might apply under federal or state law.

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SO AGREED AND STIPULATED.

PLAINTIFF

Dated: 02/24/2022

Tiffany Gaston
Tiffany Gaston

PLAINTIFF

Dated: _____

Amber Tomlinson

DEFENDANT

Dated: _____

Onrad, Inc.
By:
Title:

DATED: _____

JUSTICE LAW CORPORATION

By _____
Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiffs Tiffany Gaston and
Amber Tomlinson, and all others similarly
situated

DATED: _____

FISHER & PHILLIPS, LLP

By _____
Tyler T. Rasmussen
Andrew C. Crane
Attorneys for Defendant Onrad, Inc.

1 SO AGREED AND STIPULATED.

2 PLAINTIFF

3 Dated: _____

4 Tiffany Gaston

5 PLAINTIFF

6 Dated: 02/24/2022

7 Amber Tomlinson
8 Amber Tomlinson

9 DEFENDANT

10 Dated: 2/25/22

11 David Engert
12 Onrad, Inc.
13 By: DAVID ENGERT
14 Title: PRESIDENT & CEO

15 DATED: 2/24/22

16 JUSTICE LAW CORPORATION

17 By Douglas Han

18 Douglas Han
19 Shunt Tatavos-Gharajeh
20 Chancellor Nobles
21 Attorneys for Plaintiffs Tiffany Gaston and
22 Amber Tomlinson, and all others similarly
23 situated

24 DATED: March 7, 2022

25 FISHER & PHILLIPS, LLP

26 By Tyler T. Rasmussen
27 Tyler T. Rasmussen
28 Andrew C. Crane
Attorneys for Defendant Onrad, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

TIFFANY GASTON and AMBER TOMLINSON,
individually, on behalf of other members of the general
public similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys General
Act (“PAGA”);

Plaintiffs,

vs.

ONRAD, INC., a Delaware corporation; and DOES 1
through 100, inclusive;

Defendants.

CASE NO.: RIC2004221
JUDGE: Honorable Sunshine Sykes
DEPARTMENT: 06

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the cases entitled *Tiffany Gaston, et al., v. Onrad, Inc.* (Case No. RIC2004221) (the “Action”).

You are receiving this notice because the records of Onrad, Inc. (“Defendant”) indicate that you are a current or former non-exempt or hourly-paid employee who worked for Defendant in California during the time period of October 20, 2016 through the date of December 28, 2021. (“Class” and “Class Period”). As a result, you are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered that this notice be sent to you because Defendant’s records indicate that you are or were employed by Defendant during of the Class Period. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is also intended to: (i) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (ii) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On October 20, 2020, Plaintiff Tiffany Gaston, a former employee of Defendant, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Riverside, Case Number RIC2004221, alleging the following causes of action: (1) violation of Labor Code sections 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code sections 226.7 (unpaid rest period premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid minimum

wages); (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 226(a) (noncompliant wage statements); (7) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) violation of Business & Professions Code sections 17200, *et seq.*

On September 28, 2021, Plaintiff Amber Tomlinson, another former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

On October 28, 2021, Plaintiffs and Defendant attended mediation for the Action with Steve Rottman and reached a settlement. Pursuant to the settlement, Plaintiff Tiffany Gaston filed a First Amended Complaint on [REDACTED] that added Amber Tomlinson as an additional plaintiff and class representative and added the following causes of action: (a) violation of Labor Code section 246 (unpaid sick pay); (b) violation of Labor Code section 1174(d) (failure to keep requisite payroll records); and (c) violation of Labor Code sections 2698, *et seq.* (Private Attorneys General Act of 2004).

Defendant denies that it violated the law in any way, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, mean that Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the final hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Defendant have agreed to resolve this matter in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), and Class Members who do not exclude themselves (“Participating Class Members”) are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Class is defined as all current and former non-exempt or hourly paid employees of Defendant who worked in California during the period from October 20, 2016 through the date of December 28, 2021.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed and the Court grants final approval to the settlement:

A. Defendant will pay Two Hundred Fifty Thousand Dollars (\$250,000) to settle the claims of all Class Members (“Maximum Settlement Amount”). The Maximum Settlement Amount will be funded in a single payment after the Court grants final approval of the settlement.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount: (1) the Class Counsel’s attorneys’ fees of up to Eighty-Seven Thousand Five Hundred Dollars (\$87,500); (2) the Class Counsel’s attorneys’ costs as reimbursement for litigation costs and expenses incurred of up to Twenty Thousand Dollars (\$20,000); (3) the Settlement Administration Costs to the Settlement Administrator of up to Five Thousand Dollars (\$5,000); (4) the Class Representative Enhancement Payments of up to Five Thousand Dollars (\$5,000) to each Plaintiff (totaling \$10,000); and (5) the Private Attorneys General Act of 2004

(“PAGA”) Payment Ten Thousand Dollars (\$10,000) to resolve claims under PAGA, seventy-five percent (75%) of which (\$7,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$2,500) will be included in the Net Settlement Amount to be distributed to Class Members even if they opt out. The remainder, which is estimated to be around \$120,000, is referred to as the “Net Settlement Amount,” and it will be distributed in its entirety through the Individual Settlement Payments that will be sent to the Class Members.

C. The amount of money you will receive will be your proportional share of the Net Settlement Amount based on the number of Workweeks you worked during the Class Period. Specifically, the Settlement Administrator will calculate the total number of Workweeks worked by each Class Member as a non-exempt or hourly-paid employee in California during the Class Period and the aggregate total number of Workweeks worked by all Class Members as non-exempt or hourly-paid employees in California during the Class Period. To determine each Class Member’s estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek Value. Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. Thus, if you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **Your estimated Individual Settlement Payment is: \$** [REDACTED].

D. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Defendant from all causes of action and factual or legal theories that were alleged in the operative complaints or that could have been alleged against Defendant based on the facts contained in the operative complaints, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest periods and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) failure to keep requisite payroll records; (e) failure to reimburse necessary business expenditures; (f) failure to properly calculate and pay sick leave; (g) failure to pay waiting time penalties; (h) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (i) all claims under the California Labor Code Private Attorneys General Act of 2004, which shall only bind Plaintiffs and the State of California, that were described in Plaintiff Amber Tomlinson’s letter sent to the LWDA on September 28, 2021 and only to the extent that these claims were alleged in the operative complaints; (j) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. Plaintiffs do not release Class Members’ claims for wages or damages (if any) if they submitted valid and timely Requests for Exclusion. The period of the Released Claims shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the Released Claims. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Class Member was classified as non-exempt or hourly-paid and expressly excludes all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period (“Released Claims”).

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the Maximum Settlement Amount and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred twenty (120) calendar days from the date on which it is issued. After the one hundred twenty (120) calendar days expire, the check will become void and the funds from the

uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund; *or*

B. *You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.* If you choose to be excluded, by no later than **[ENTER DATE]** (45 calendar days after the initial mailing of this Notice Packet), you must complete the "Request for Exclusion" form that is included in this Notice Packet and mail the Request for Exclusion form to the Settlement Administrator, [REDACTED], located at [REDACTED]. To be valid, your exclusion request must include the information contained within the "Request for Exclusion" form along with your signature.

C. *You may object to the settlement.* The procedures for objecting to the settlement are included in the "Objection Form" that is included in this Notice Packet. A more detailed explanation on the "Objection Form" and how to object is provided below under Section VIII of this notice.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check. Your portion of the Individual Settlement Payment under the Net Settlement Amount will be paid out in a single payment.

B. While the Settlement Administrator will make its best effort to ensure that you receive your Individual Settlement Payment under the Net Settlement Amount, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant's counsel regarding any changes to your contact information.

C. Twenty-five percent (25%) of your Individual Settlement Payment will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining seventy-five percent (75%) that will be categorized as penalties and interest. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

D. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on [REDACTED], 2022, at [REDACTED], in Department 06 of the Riverside Superior Court (Historic Courthouse), located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel and the Class Members will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement or some part of it. When you object to the settlement, you have an opportunity to explain to

the judge why you believe the settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

To object, you must fill out the "Objection Form" that is included in this Notice Packet. If you wish to object to the settlement, you must also explain your reasoning under the "I object to the settlement for the following reasons" portion of the "Objection Form." If you object to the settlement, you will also have the right to appear at the final approval hearing. You must either mail or fax the "Objection Form" to the Settlement Administrator, [REDACTED], located at [REDACTED]. [REDACTED]'s fax number is [REDACTED]. The "Objection Form" must be postmarked by [REDACTED], 2022 (45 calendar days after the initial mailing of this Notice Packet).

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement agreement and any papers filed in the Action, which are on file with the Clerk of the Court, case number RIC2004221. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Riverside Superior Court (Historic Courthouse), located at 4050 Main Street, Riverside, California 92501. You can also find the settlement agreement ("Joint Stipulation of Class Action Settlement") by accessing the Court's website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement agreement was attached to the Declaration of Douglas Han In Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, which was filed with the Court on [REDACTED].

If you have any questions, you can call the Settlement Administrator [REDACTED] at [REDACTED] or either of the Parties' counsel (see below for phone numbers, e-mail information, and physical mailing address.)

ATTORNEYS REPRESENTING PLAINTIFFS AND THE CLASS

Justice Law Corporation
Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
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ATTORNEYS REPRESENTING ONRAD, INC.

FISHER & PHILLIPS, LLP
Tyler T. Rasmussen
Andrew C. Crane
2050 Main Street, Suite 100
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Tel: (949) 851-2424; Fax: (949) 851-0152
trasmussen@fisherphillips.com
acrane@fisherphillips.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT B

OBJECTION FORM

TIFFANY GASTON, ET AL., V. ONRAD, INC.

Case No. RIC2004221

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the settlement, receive your share of the settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant. You will not receive any share of the settlement.
OBJECT	If you so choose, you may object to this settlement.

TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], 2022, TO [THE SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[INTEND TO APPEAR AT THE FINAL APPROVAL/SETTLEMENT HEARING] Yes ___ No ___

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____, 2022

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION

TIFFANY GASTON, ET AL., V. ONRAD, INC.

Case No. RIC2004221

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the settlement, receive your share of the settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant. You will not receive any share of the settlement.
OBJECT	If you so choose, you may object to this settlement.

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], 2022, TO THE [SETTLEMENT ADMINISTRATOR] AT [SETTLEMENT ADMINISTRATOR'S ADDRESS].

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND THAT IF I SUBMIT THIS REQUEST FOR EXCLUSION, IT WILL ONLY RESULT IN MY EXCLUSION FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PORTION OF THE SETTLEMENT AND WILL STILL RECEIVE MY SHARE OF THE PAGA PAYMENT EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION.

**[] By checking the box to the left, and signing and completing the below, I agree to the following:
I do not want to participate in the settlement in TIFFANY GASTON, ET AL., V. ONRAD, INC., Case No. RIC2004221. I understand that by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.**

Executed on _____, 2022

Signature: _____

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On March 9, 2022, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

for the following case: **Gaston v. Onrad, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-846363-21**
Court Case No.: RIC2004221
Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 9, 2022, at Pasadena, California.



Mariah Anderson