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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CRISTINA JIMENEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HOCKING INTERNATIONAL
LABORATORIES INCORPORATED, a
California corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2020-00001478-CU-OE-CTL

*[Assigned for all purposes to the Hon.
Kenneth J. Medel, Dept. C-66]*

**DECLARATION OF PAUL K.
HAINES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 17, 2022
Time: 9:30 a.m.
Dept: C-66

Complaint Filed: January 9, 2020
Trial Date: None set

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I, PAUL K. HAINES, declare as follows:

1. I am the principal of Haines Law Group, APC, and counsel for the named Plaintiff
a Jimenez (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
member in good standing of the bar of the State of California and am admitted to practice
Court. I have personal knowledge of the facts stated in this declaration and could testify
ently to them if called upon to do so.

2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated *ude*. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy, in Encino, California. I also spent a semester in law school working as an extern for the Honorable Edward Rafeedie, District Judge for the United States District Court for the Central District of California.

3. Since graduating from law school, my practice has focused almost exclusively on employment litigation. In September 2007, I began working as an associate attorney at the national law firm of Littler Mendelson, P.C. at its Los Angeles office, which according to its website is the “largest U.S.-based law firm exclusively devoted to representing management in all aspects of labor and employment law.” While at Littler Mendelson, I was primarily staffed on wage and hour class actions in both state and federal courts, and I also worked on a number of individual and multi-plaintiff wage and hour matters as well.

4. During my employment at Littler Mendelson, I played a significant role in the motions on which I was staffed, as I was often the only associate staffed on such cases. In particular, I received a wide array of wage and hour class action experience performing the following types of tasks: drafting demurrers, motions to strike, and motions to dismiss; removing cases from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to update related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class certification; conducting exposure analyses to assess

1 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification,
2 and potential damages resulting from such claims; drafting mediation briefs; serving as the
3 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
4 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
5 short, I played an integral role in all aspects of litigation from the inception of a matter through
6 and beyond class certification. I also supervised the work of several junior attorneys who were
7 staffed on the same wage and hour class actions.

8 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
9 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP at
10 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
11 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
12 actions. For the vast majority of these cases, I was the only associate staffed on the matters, and
13 I performed the same job duties as described in the immediately preceding paragraph. In addition
14 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
15 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
16 Standards Act, as well as California-specific claims under Rule 23 of the Rules of Civil Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016 as a Shareholder of Haines Law Group, APC. Currently, over ninety percent (90%)
20 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and my
21 law firm is currently responsible for prosecuting over fifty (50) wage and hour class actions filed
22 in both State and Federal courts throughout California. I have been appointed as Class Counsel
23 in hundreds of wage and hour class action settlements in state and federal courts within California.
24 Some examples of the matters in which I have been appointed as Class Counsel, all of which have
25 been granted final approval, include the following: *Shaw v. Conant Auto Retail, San Diego*, Case
26 No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Hon.
27 Judge Joan M. Lewis, presiding; *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior
28 Court, County of Los Angeles, Hon. John S. Wiley, presiding; *Horta v. Searles Valley Minerals*,

1 *Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Hon.
2 Donald Alvarez presiding; *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL,
3 California Superior Court, County of Kern, Hon. David R. Lampe presiding; *Kostyuk, et al. v.*
4 *Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court,
5 Alameda County, Hon. Winifred Y. Smith presiding; *Leverage, et al v. Traeger Pellet Grills,*
6 *LLC, et al*, Case No. 16-cv-00784-KAW, United States District Court for the Northern district of
7 California, Hon. Kandis A. Westmore presiding; *Nunez v. CompuCom Systems, Inc.*, Case No.
8 BC618385, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley, Jr.,
9 presiding; *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court,
10 County of Los Angeles, Hon. William F. Highberger presiding; *Rodrigues v. CP Kelco U.S., Inc.*,
11 Case No. 37-2017-00004339-CU-OE-CTL, California Superior Court, County of San Diego,
12 Hon. Joel R. Wohlfeil, presiding; *Beach-Barrow, et al v. The Hertz Corp.*, Case No. RG17848833,
13 California Superior Court, County of Alameda, Hon. Ioana Petrou presiding; *Gooding v. Vita-*
14 *Mix Corp., et al*, Case No. 2:16-cv-03898-ODW (JEMx), United States District Court for the
15 Central District of California, Hon. Otis D. Wright II presiding; *Afa, et al v. Alliance Ground*
16 *Int'l, LLC*, Case No. BC661449, California Superior Court, County of Los Angeles, Hon. William
17 F. Highberger presiding.

18 7. I have also moved to certify and have received an order certifying a class action
19 and/or conditionally certifying a collective action in the following cases:

- 20 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-
21 CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler,
22 presiding (certifying a class of employees misclassified as independent contractors);
- 23 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
24 States District Court, Central District of California, Honorable Judge Beverly Reid
25 O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 26 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
27 District Court, Central District of California, Honorable Judge John F. Walter, presiding
28 (certifying rest period class and conditionally certifying FLSA unpaid overtime class);

- 1 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
2 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding
3 (conditionally certifying an unpaid FLSA overtime wage class);
- 4 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
5 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
6 (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
8 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
9 (certifying unpaid overtime wage class and waiting time penalty class);
- 10 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
11 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding
12 (certifying piece rate pay plan classes, expense reimbursement class, wage statement
13 class, and waiting time penalties class);
- 14 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
15 States District Court, Central District of California, Honorable Dolly M. Gee presiding
16 (certifying six classes of employees for rest period violations, wage statement violations,
17 meal period violations, and overtime and double-time violations);
- 18 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
19 States District Court, Southern District of California, Honorable William Q. Hayes
20 presiding (certifying six classes of employees for unpaid wages, meal period violations,
21 wage statement violations, and waiting time penalties);
- 22 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
23 United States District Court, Northern District of California, Honorable William H. Alsup
24 presiding (certifying three classes of employees for unlawful wage deduction violations,
25 wage statement violations, and waiting time violations);
- 26 • *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, California Superior
27 Court, County of San Bernardino, Honorable David Cohn presiding (certifying a wage
28 statement class);

- *Perez v. Sunbelt Rentals, Inc.*, Case No. 37-2018-00026405-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Eddie C. Sturgeon, presiding (certifying wage statement class); and
- *Bowlin-Burdick et al v. Life Care Centers of America*, Case No. BC657139, Los Angeles County Superior Court, Hon. Maren E. Nelson (certifying four classes for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. In 2015, 2016, and 2017, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

9. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in all aspects of this litigation, and I believe that the proposed Stipulation of Settlement (“Settlement”), a true and correct copy of which is attached hereto as **Exhibit 1**, is a favorable result for the Settlement Class. The Class Notice and Notice of Estimated Settlement Award (together, the “Notice Packet”), are attached to the Settlement as **Exhibits A and B**, respectively.

10. Defendant Hocking International Laboratories, Inc. (“Hocking”) is based in San Marcos, California and is in the business of manufacturing specialty chemical products and provides custom packaging solutions for the agriculture, turf and ornamental, and other industries. Plaintiff and members of the proposed Settlement Class are non-exempt employees who have worked for Hocking during the proposed Class Period.

11. On January 6, 2020, Plaintiff, through my office, filed the instant class action complaint against Hocking, alleging claims for: (1) minimum wage violations, (2) meal period violations, (3) rest period violations, (4) waiting time penalties, and (5) unfair competition. On May 26, 2020, Plaintiff, through my office, filed a First Amended Complaint alleging substantially the same claims. As part of the parties’ Settlement, on December 3, 2021, after exhausting her administrative requirements with the LWDA, Plaintiff filed, through my office,

her operative Second Amended Complaint, adding a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*, as well as for overtime violations and wage statement penalties.

12. The parties agreed to attend mediation in an effort to reach a classwide resolution of Plaintiff’s claims. In connection with mediation, Hocking provided my office with significant informal discovery, including a class list with putative class members’ hire and termination dates, rates of pay, and other information; timekeeping and payroll records for all employees for a majority of the putative class period; and Hocking’s relevant wage and hour policies. My office also hired a labor economist with a Ph.D. in economics to assist us with an analysis and extrapolation of the data provided by Hocking to calculate potential classwide exposure for Plaintiff’s claims.

13. On September 14, 2021, the Parties engaged in mediation with Jeffrey A. Ross, Esq., an experienced and well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing positions, and the legal and factual bases of Plaintiff’s claims and Hocking’s defenses. At the conclusion of mediation Mr. Ross issued a mediator’s proposal, which was ultimately accepted by the parties. Over the following months the parties negotiated and finalized the Settlement now before the Court.

14. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount (“GSA”):	\$464,100.00
• Minus Court-approved attorneys’ fees (one-third):	\$154,700.00
• Minus Court-approved verified costs (up to):	\$25,000.00
• Minus Court-approved Class Incentive Award:	\$7,500.00
• Minus Amount Set Aside as PAGA penalties:	\$40,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$8,000.00</u>
Net Settlement Amount (“NSA”):	\$228,900.00
PLUS 25% of PAGA penalties (“PAGA Amount”):	\$10,000.00
Total Paid to Settlement Class members:	\$238,900.00

15. According to Hocking, there are approximately 145 Settlement Class members. Therefore, the average Settlement Award is projected to be approximately \$1,647.59.

16. As described in the accompanying Motion, Plaintiff contends that Hocking failed to provide legally-compliant meal periods, such that the meal periods were often late, in that they

were provided after the completion of the fifth hour of work; and/or short, in that they were provided for less than 30 minutes. Plaintiff contends this is reflected in employee timekeeping records reflecting many non-compliant meal periods. Plaintiff also alleges Hocking fails to provide second meal periods on shifts of over 10.0 hours. Based on Plaintiff's expert's analysis and extrapolation of employee timekeeping and payroll records, there were approximately 31,095 shifts in the Class Period reflecting a short, missed, or late meal period, and Hocking had paid approximately 362 premiums, for a total of approximately 30,733 potential violations without a paid premium. The records also reflected that putative class members' average rate of pay was approximately \$17.48. Therefore, Plaintiff estimated Hocking's maximum potential exposure for meal period violations as: $30,733 * \$17.48 = \$537,213$. However, Hocking argues it maintains a legally-compliant meal period policy, that it has always provided meal periods consistent with that policy, and that under *Brinker* it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken. Hocking further maintains that any meal period violations reflected in timekeeping records were the result of lawful employee choice, thereby precluding liability. Similarly, Hocking contends that employees waived second meal periods on shifts over 10 hours, as they are entitled to do under Lab. Code § 512. Moreover, Hocking asserts that it has paid hundreds of meal period premiums during the Class Period, which reflects the fact that Hocking takes its meal period obligations seriously and takes remedial action when necessary. Hocking also argues individualized inquiries will be required to determine why each meal period was late, short, or missed, whether there was a valid waiver, and whether a premium was paid on each such shift, thereby precluding class certification of this claim and rendering a PAGA trial unmanageable. Given Hocking's defenses and arguments, Plaintiff discounted the maximum exposure by 35% to account for the risk of non-certification, and an additional 45% to account for the risk of losing on the merits, to arrive at a realistic estimated exposure of \$192,054.

17. Plaintiff further contends that Hocking failed to authorize and permit compliant rest periods because on some shifts, Hocking required Plaintiff and other employees to take their second rest period at the end of the shift, after clocking out. Plaintiff contends this practice violates California law, which requires employers to authorize and permit rest periods in the middle of

1 each work period, and to pay employees for rest period time. Plaintiff estimates this happened to
2 her and other employees on about 40% of all shifts (twice per week), and Plaintiff's expert's
3 analysis and extrapolation of the timekeeping data revealed approximately 45,920 shifts of over
4 6.0 hours (where a second rest period is required) during the Class Period. *Id.* Thus, Plaintiff
5 estimated Hocking's potential maximum exposure for this claim as: $45,920 * .4 * \$17.48 =$
6 $\$321,073$. However, Hocking argues it maintains a facially compliant written rest period policy,
7 and that it has always authorized and permitted rest periods in compliance with that policy.
8 Hocking further maintains it does not, in practice, require employees to take rest periods off-the-
9 clock or at the end of their shifts, and that any such instances were rare and aberrational. Finally,
10 Hocking argues this claim is not amenable to class treatment, as individual inquiries would be
11 required to determine whether each employee was in fact required to take their rest period off-
12 the-clock and/or at the end of the shift, on each particular shift, resulting in an unmanageable
13 series of mini-trials. This manageability concern is especially present for the rest period claim,
14 Hocking asserts, since rest periods are not recorded. Based on these defenses, Plaintiff discounted
15 the maximum amount by 40% for risk of non-certification and an additional 50% for risk of losing
16 on the merits or failing to recover the full amount sought, to arrive at an estimated realistic
17 exposure of \$96,322.

18 18. Plaintiff further contends that, as a result of failing to authorize and permit *paid*
19 rest periods as noted above, Hocking underpaid employees because, as noted, rest periods must
20 be paid under California law. As noted above, Plaintiff estimates this affected approximately
21 40% of all shifts over 6.0 hours, and that there were approximately 45,920 such shifts during the
22 Class Period. Thus, and assuming the unpaid wages were generally overtime wages since they
23 occurred at the end of shifts that were often over 8.0 hours, Plaintiff estimates Hocking's
24 maximum potential exposure for this claim as: $45,920 * .4 * .167 \text{ hrs/shift} * \$17.48 * 1.5 \text{ (OT}$
25 $\text{premium}) = \$80,429$. In response to this claim, Hocking asserts many of the same defenses as it
26 asserts in response to the rest period claim, discussed above. Hocking further contends that
27 Plaintiff's off-the-clock rest period claim fails for the same reason as her rest period claim, in that
28 Hocking does not have a policy or systematic practice of requiring employees to take off-the-

1 clock rest periods, and this claim would not be amendable to class treatment or a manageable
2 trial. Based on these defenses, Plaintiff discounted the maximum amount by 40% for risk of non-
3 certification, and by an additional 50% for risk of losing on the merits, to arrive at an estimated
4 realistic exposure of \$24,129.

5 19. As a result of the foregoing alleged violations, Plaintiff asserts Hocking failed to
6 comply with its wage statement obligations. Data provided by Hocking reflected that there were
7 approximately 2,363 pay periods worked by Settlement Class members within the one-year
8 liability window under Labor Code § 226. In calculating Hocking's exposure, Plaintiff assumed
9 she could recover the "initial" wage statement penalty of \$50 for each violation, for a total of
10 \$118,150 (2,363 pay periods * \$50) in potential penalties. However, in addition to its arguments
11 regarding Plaintiff's underlying claims – which Plaintiff would need to overcome in order to
12 prevail on a derivative wage statement claim – Hocking further contends any alleged wage
13 statement violations could not be shown to be "knowing and intentional," particularly given its
14 good-faith defenses; that Plaintiff cannot show she or other employees "suffer[ed] injury" due to
15 alleged wage statement violations, as required by Lab. Code § 226(e); and that the wage
16 statements always accurately reflected amounts *paid* to employees. Hocking also contends that
17 wage statement claim cannot be premised on meal or rest period claim, as some courts have held
18 (and which issue is currently before the California Supreme Court in *Naranjo v. Spectrum*
19 *Security Services*). Based on these defenses, Plaintiff discounted the maximum exposure by 35%
20 for risk of non-certification, and by an additional 50% for risk of being unsuccessful on the
21 merits, for an estimated realistic exposure of \$38,399.

22 20. Plaintiff further asserts that, as a result of its failure to pay wages, Hocking failed
23 to comply with its final payment obligations and therefore owes former employees waiting time
24 penalties under Labor Code § 203. Based on data provided by Hocking, there are approximately
25 105 employees who separated their employment with Hocking since January 9, 2017. Based on
26 the average rate of pay of \$17.48, Plaintiff estimated an average waiting time penalty of \$4,195
27 (\$17.48 * 8 hours * 30 days), and calculated Hocking's maximum potential waiting time penalty
28 exposure as approximately \$440,475 (105 * \$4,195). However, Hocking asserts it has strong,

1 good-faith defenses to Plaintiff's underlying claims and thus, even if Plaintiff were able to recover
2 on her underlying claims, she would not be able to recover waiting time penalties since waiting
3 time penalties are not available where the employer has a "good faith defense" to the underlying
4 wage claim. Moreover, because the waiting time claim is derivative of Plaintiff's underlying
5 claims, Plaintiff would need to overcome Hocking's defenses, both as to class certification and
6 as to the merits, to her underlying claims. Hocking further argues that, as with wage statement
7 penalties, waiting time penalties may not be premised on meal or rest period violations under the
8 relevant case law. Based on these defenses, Plaintiff discounted Hocking's maximum exposure
9 by 35% for risk of non-certification and by an additional 60% for risk of losing on the merits, to
10 arrive at an estimated realistic exposure of \$114,524.

11 21. As a result of the foregoing Labor Code violations, Plaintiff alleges that Hocking
12 is liable for PAGA civil penalties. Based on the data provided by Hocking in connection with
13 mediation, Plaintiff estimated approximately 1,430 pay periods were worked by Settlement Class
14 members during the PAGA Period. Plaintiff estimates a maximum PAGA exposure of \$143,000,
15 based on the \$100 "initial" violation rate for each pay period under Labor Code § 2699(f). In
16 response, Hocking asserts that it has strong, good-faith defenses to Plaintiff's underlying claims,
17 that Plaintiff's PAGA claim would fall with his underlying claims, and that Plaintiff's claims
18 were not manageable on a representative basis. Moreover, even if Plaintiff were to recover on
19 some or all of her underlying claims, Hocking argues that, given its good faith defenses, this
20 Court would exercise its discretion to substantially reduce any PAGA penalties, as many courts
21 have done. In light of these defenses, Plaintiff discounted the maximum figure by 40% for risk
22 of losing on the merits, and by an additional 35% for risk of the Court reducing penalties, to
23 arrive at an estimated realistic exposure of \$55,770.

24 22. Thus, after taking into account Hocking's various affirmative defenses,
25 difficulties of proof, and other risks as described above, Plaintiff predicted that the potential likely
26 recovery for the Settlement Class at trial would be approximately \$521,198. The proposed
27 settlement of \$464,100 therefore equals over 89% of Plaintiff's reasonably forecasted recovery.

28 ///

23. My office will apply for an attorneys' fees award of one-third of the Gross Settlement Amount, which is currently estimated to be \$154,700, and up to \$25,000 in verified costs reimbursement. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My office has incurred substantial attorney fees in conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Hocking's documents and policies, conducting substantial analysis of timekeeping and other records and data produced by Hocking, working with a retained expert to create a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating this case. I also anticipate my office will incur future attorney time in attending the hearing on this Motion, overseeing the Notice process, fielding questions from Settlement Class members, preparing the final approval papers, and attending the Final Approval Hearing.

24. Plaintiff will also apply for a service award in the amount of \$7,500 for her services to the Settlement Class. I believe this is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of the Settlement Class, including the risk that she could be liable for Hocking's costs if this case were unsuccessful. Plaintiff was integral in the prosecution of this action, by, among other things, providing substantial factual information and documents to my office, attending meetings with my office to discuss the claims and theories at issue in the litigation, and otherwise participating in the prosecution of her claims.

25. Plaintiff is typical of the class she seeks to represent, as she experienced the same harms alleged in the action and resolved as part of the Settlement – namely, Hocking's alleged failure to pay all wages owed, alleged failure to provide meal periods, and alleged failure to authorize and permit rest periods. I am not aware of any conflicts that I, my law firm, or Plaintiff has with any Settlement Class member.

26. Although the Parties engaged in significant informal discovery prior to reaching the Settlement, they had not completed formal written and deposition discovery, which would have required expenditure of substantial time and resources. The Settlement avoids the attorney

1 fees and costs associated with moving for class certification, summary judgment, and ultimately,
2 trial, as well as the risks and the accompanying burden of continued litigation on the Court.

3 27. The method of proposed notice to Settlement Class members – i.e., direct notice
4 by first-class mail – is the best notice practicable under the circumstances. Settlement Class
5 members’ names and addresses will be provided from Hocking’s employment records, and to the
6 extent any addresses have changed, the Settlement Administrator will run all addresses through
7 the National Change of Address database prior to mailing, and will perform “skip traces” on any
8 Notice Packets that are returned to the Settlement Administrator as undeliverable without a
9 forwarding address. Thus, the proposed method of notice is designed to provide actual notice to
10 as many Settlement Class members as possible.

11
12 I declare under penalty of perjury under the laws of the state of California and the
13 United States that the foregoing is true and correct. Executed on February 3, 2022 at El
14 Segundo, California.



Paul K. Haines

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Cristina Jimenez (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Hocking International Laboratories, Inc. (“Defendant” or “Hocking”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Tuvia Korobkin, and Neil M. Larsen of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Kenneth D. Sulzer and Matthew Scholl of Constangy, Brooks, Smith & Prophete, LLP.

On January 9, 2020, Plaintiff filed her class action lawsuit against Hocking in San Diego County Superior Court, in the matter titled *Cristina Jimenez v. Hocking International Laboratories, Incorporated*, Case No. 37-2020-00001478-CU-OE-CTL (the “Action” or “Lawsuit”). On March 25, 2020,¹ Plaintiff filed a First Amended Complaint. On December 3, 2021, Plaintiff filed the operative Second Amended Complaint (“Complaint”) alleging the following causes of action: (i) minimum wage violations; (ii) overtime violations; (iii) meal period violations; (iv) rest period violations; (v) waiting time penalties; (vi) wage statement penalties; (vii) unfair competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*); and (viii) civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, as a result of the aforementioned violations.

Given the uncertainty of litigation, Plaintiff and Hocking wish to settle both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiff and Hocking agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Hocking stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Hocking in California at any time from January 9, 2016 through the date of preliminary approval of the Settlement (“Class Period”).

Hocking represents there are approximately 145 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into this Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** As of the date that (i) the Final Effective Date (as defined below) occurs and (ii) the settlement is fully funded, Plaintiff and every member of the Settlement Class will fully release and discharge Defendant and any of Defendant’s

¹ The First Amended Complaint (FAC) was submitted on March 25, 2020; however, due to Court closures related to the COVID-19 pandemic, the FAC was processed and file-stamped on May 26, 2020.

officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), as follows:

- A. Settlement Class members (except those who opt-out) shall release any and all causes of action, claims, rights, or statutory damages, penalties, liabilities, expenses, and losses under California law arising from their employment with Defendant that were alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint, including, but not limited to: any alleged failure by Defendant (1) to pay minimum or overtime wages; (2) to provide meal periods; (3) to authorize and permit rest periods; (4) to provide compliant wage statements; (5) to timely pay wages at the end of alleged employment; and (6) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (5) above (“California Released Claims”). In addition, all Settlement Class members (whether or not they opt out) who worked for Defendant in California at any point from September 27, 2020 to the end of the Class Period (the “PAGA Period”) shall release Defendant from any right or claim for civil penalties pursuant to the PAGA, arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (1) through (5) above arising during the PAGA Period (“PAGA Released Claims”).
- B. In light of Plaintiff’s Class Representative Service Award, Plaintiff has agreed to release, as an individual and in addition to the California Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from her employment with Defendant, through the date this Settlement Agreement is signed by Plaintiff (“Plaintiff’s Released Claims”). The Parties understand and agree that, by way of this release, Plaintiff is not releasing, compromising, settling or resolving any claims for or related to workers’ compensation, any claims for unemployment insurance benefits, nor any other claims which cannot be released as a matter of law. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

- 3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount (“Gross Settlement Amount”) of Four Hundred Sixty-Four Thousand One Hundred Dollars and Zero Cents (\$464,100.00) in full and complete settlement of the Action, as follows:
 - A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.

- B. **Effective Date:** The “Effective Date” of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) judgment approving the settlement becomes Final. The term “Final” means: (i) if no objections are made to the Settlement, or if any objections to the Settlement are withdrawn, then the Settlement will be “Final” on the date the Court enters judgment on the Settlement; (ii) if an objection is made to the Settlement and not withdrawn, and the objection is overruled by the Court with no appeal being taken, then the Settlement will be “Final” on the expiration date of the time for filing or noticing any appeal of the judgment; (iii) if there is an appeal of the Court’s judgment, the Settlement will be “Final” on the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court and/or United States Supreme Court; or (iv) if a petition for writ of certiorari is filed, the Settlement will be “Final” on the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.
- C. The Gross Settlement Amount (or “GSA”) will be paid by Defendant to the Settlement Administrator within ten (10) Court days of the Final Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eight Thousand Dollars and Zero Cents (\$8,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff’s Class Representative Service Award, in recognition of Plaintiff’s contributions to the Action and service to the Settlement Class;
 - (4) Up to one-third of the Gross Settlement Amount (currently estimated to be \$154,700.00) in Class Counsel’s attorneys’ fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and
 - (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount (described below).

- E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes, which shall be paid by Defendant separate from, and in addition to, the Gross Settlement Amount. The employer-side taxes shall be deposited by Defendant with the Settlement Administrator no later than the date the Gross Settlement Amount is due.
 - F. **Escalator Clause.** Defendant represents the Settlement Class members have worked approximately 10,300 workweeks as non-exempt employees for Hocking in California (“Workweeks”) during the Class Period through August 31, 2021. If it is determined that the number of Workweeks worked by Settlement Class members in California during the Class Period exceeds 10% more than 10,300 (i.e., more than 11,330 workweeks), then the GSA will increase commensurate with the increase in Workweeks (i.e., if the actual number of Workweeks during the Class Period is 12% greater than 10,300, then the GSA will increase by 12%); or Defendant, in its discretion, may preempt this escalator provision by cutting off the end of the Class Period on the date before the number of Workweeks worked by the Settlement Class exceeds 11,330.
4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, and the amount set aside as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA.” Settlement Awards will be the total of each Settlement Class member’s (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.
 - i. Payments from the Net Settlement Amount: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member’s payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$10,000.00) has been set aside as the “PAGA Amount,” as mentioned above. The PAGA Amount shall be paid to all Settlement Class members (regardless whether they opt out) who worked for Hocking at any time during the PAGA Period, based on their proportional number of pay periods worked for Hocking as a non-exempt employee in California during the PAGA Period (“Pay Periods”). Specifically, each Settlement Class

member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period.

- B. **Calculation of Individual Settlements.** Within five (5) Court days of the Effective Date, the Settlement Administrator will calculate individual Settlement Award amounts for all Settlement Class members, as well as the amount of the employer's share of payroll taxes due on the wage portion of the Settlement Awards, and provide the same to counsel for review and approval.
- C. **Payment of Individual Settlement Awards.** Within ten (10) days of (i) the Effective Date occurring and (ii) Defendant's deposit of the Gross Settlement Amount and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Service Award, PAGA payment to the LWDA, and the Settlement administration costs to itself, at the same time it mails Settlement Awards to Settlement Class members.
- D. For tax purposes, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (1/3) wages, one-third (1/3) penalties, and one-third (1/3) interest. The Settlement Administrator will issue to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Each Settlement Class member is responsible for the proper tax treatment of his/her Settlement Award, and neither Plaintiff, Defendant, nor their respective counsel are providing tax advice with respect to the tax treatment of Settlement Awards.
- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to Legal Aid Society of San Diego, as a *cy pres* beneficiary pursuant to Cal. Code Civ. Proc. § 384.
- F. Neither Plaintiff nor any of the Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$154,700.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to \$7,500.00 to Plaintiff, for her time and risk in prosecuting this case and Plaintiff's services to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$8,000 for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after all Settlement Awards have been mailed to Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Tuvia Korobkin, and Neil M. Larsen of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) Court days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and Workweek and Pay Period data (“Class Data”) for each Settlement Class member.
- B. Within ten (10) Court days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and receive approval from counsel of those calculations; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

- D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection to the Settlement Administrator (who shall serve all objections as received on Defendant's counsel and Class Counsel, who will file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are submitted within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection must be in writing and must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Objecting Settlement Class members may, but need not, appear at the Final Approval Hearing to argue their written objection. Any attorney seeking to represent an objecting Settlement Class member at the Final Approval Hearing must submit a Notice of Appearance to the Court and serve it on all counsel, no later than the Response Deadline.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as the information that was used to calculate the estimated Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall

have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for submitting requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Paul K. Haines of Haines Law Group, APC 2155 Campus Drive, Suite 1550, El Segundo, CA 90245 phaines@haineslawgroup.com
if to Defendant:	Kenneth D. Sulzer of Constangy, Brooks, Smith & Prophete, LLP 2029 Century Park East, Suite 1100, Los Angeles, CA 90067 ksulzer@constangy.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Nondisclosure and Nonpublication.** Class counsel shall not publicize the settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the Settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in this Settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED: 12/19/2021

HOCKING INTERNATIONAL
LABORATORIES, INCORPORATED

By: Greg Crawford
Name: Greg Crawford
Title: CEO, Hocking International

DATED:

PLAINTIFF CRISTINA JIMENEZ

By: _____
Plaintiff and Settlement Class Representative

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Nondisclosure and Nonpublication.** Class counsel shall not publicize the settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the Settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in this Settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED:

HOCKING INTERNATIONAL
LABORATORIES, INCORPORATED

By: _____
Name: _____
Title: _____

DATED: Dec 17, 2021

PLAINTIFF CRISTINA JIMENEZ

By: Cristina Jimenez
Cristina Jimenez (Dec 17, 2021 15:34 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: January 6, 2022

CONSTANGY, BROOKS, SMITH
& PROPHETE, LLP

By 
Kenneth D. Sulzer
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

DATED:

CONSTANGY, BROOKS, SMITH
& PROPHETE, LLP

By: _____
Kenneth D. Sulzer
Attorneys for Defendant

DATED: January 11, 2022

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CRISTINA JIMENEZ,

Plaintiff,

vs.

HOCKING INTERNATIONAL LABORATORIES,
INC.

Defendant.

Case No. 37-2020-00001478-CU-OE-CTL

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

To: All current and former non-exempt employees of Hocking International Laboratories, Inc. ("Hocking") who worked for Hocking in California at any time from January 9, 2016 through <<END OF CLASS PERIOD>> ("Class Period").

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

Why should you read this Notice?

The San Diego County Superior Court ("Court") has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Cristina Jimenez v. Hocking International Laboratories, Incorporated*, San Diego County Superior Court Case No. 37-2020-00001478-CU-OE-CTL (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. Hocking's records show that you were employed by Hocking in California at some point between January 9, 2016 through <<END OF CLASS PERIOD>> and are therefore part of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, www.phoenixclassaction.com.

What is this case about?

Plaintiff Cristina Jimenez ("Plaintiff") has filed a lawsuit alleging that Hocking violated California law by: (i) failing to pay all overtime wages; (ii) failing to pay all minimum wages; (iii) failing to provide meal periods; (iv) failing to authorize and permit rest periods; (v) failing to issue accurate itemized wage statements; (vi) failing to pay all wages owing upon separation of employment; and, as a result of the above, (vii) engaging in unlawful business practices. In addition, Plaintiff seeks recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), interest, and attorneys' fees and costs. Plaintiff is known as the "Class Representatives." Plaintiff's attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Hocking has denied and continues to deny that it has done anything wrong, and believes it has acted in compliance with all applicable laws and that Plaintiff's claims have no merit. Hocking also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, Hocking is not admitting liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Hocking has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Hocking provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Hocking, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Hocking, your decision about whether to participate in the Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Hocking will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com Neil M. Larsen nlarsen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Hocking: CONSTANGY, BROOKS, SMITH & PROPHETE, LLP Kenneth D. Sulzer ksulzer@constangy.com Matthew Scholl mscholl@constangy.com 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Tel.: (310) 909-7775 Fax: (424) 276-7410 www.constangy.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court granted preliminary approval of the Settlement on behalf of a Settlement Class consisting of all current and former non-exempt employees of Hocking who worked for Hocking in California at any time from January 9, 2016 through <<END OF CLASS PERIOD>>. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against Hocking as specifically described below.

Hocking has agreed to pay \$464,100.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative's service award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel will ask for fees of up to one-third of Gross Settlement Amount, currently estimated to be \$154,700.00, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 of verified costs Class Counsel incurred in connection with the Action.

Class Representative Enhancement Awards. Class Counsel will ask the Court to approve an enhancement award of up to \$7,500 to the Class Representative. This award is to compensate the Class Representative for her service and extra work provided on behalf of the Settlement Class members.

PAGA Civil Penalties. The Parties have agreed to allocate \$40,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff's PAGA claim. Pursuant to the requirements of the PAGA, 75% of that amount, or \$30,000, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining \$10,000 has been designated as the "PAGA Amount" and will be paid to certain Settlement Class members as described below.

Calculation of Settlement Class Members' Individual Settlements. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$228,900. Together with the \$10,000 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$238,900.00. Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated proportionally to all participating Settlement Class members (i.e., those who do not opt out) based on each Settlement Class member's total weeks worked for Hocking in California as a non-exempt employee ("Workweeks") during the Class Period.
- (ii) In addition to the NSA, \$10,000 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members (regardless whether they opt out) who worked for Hocking in California at any time from September 27, 2020 to <<END OF CLASS PERIOD>> (the "PAGA Period"), in proportion to the number of pay periods that each Settlement Class member worked for Hocking in California as a non-exempt employee ("Pay Periods") during that time period.

Deposit of Gross Settlement Amount. Hocking will deposit the Gross Settlement Amount with the Settlement Administrator within 10 Court days of the "Final Effective Date" as that term is defined in the Settlement (i.e., within 10 Court days of final approval by the Court if no objections are filed, or, if objections are filed, when the Settlement can no longer be appealed).

Payments to Settlement Class Members: Settlement Class members payments, known as "Settlement Awards," will be mailed approximately 10 days after Hocking deposits the Gross Settlement Amount with the Settlement Administrator.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: all amounts paid from the PAGA Amount will be treated as 100% penalties, and all amounts paid from the NSA will be treated as 1/3 wages, 1/3 penalties, and 1/3 interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as "wages," and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Hocking and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Final Effective Date occurs and Hocking funds the Settlement, the Class Representative and every member of the Settlement Class (except those who opt out) will fully release and discharge Hocking and any of Hocking's officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all causes of action, claims, rights, or statutory damages, penalties, liabilities, expenses, and losses under California law arising from their employment with Defendant that were alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint, including, but not limited to: any alleged failure by Defendant (1) to pay minimum or overtime wages; (2) to provide meal periods; (3) to authorize and permit rest periods; (4) to provide compliant wage statements; (5) to timely pay wages at the end of alleged employment; and (6) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (1) through (5) above ("California Released Claims"). In addition, all Settlement Class members (regardless whether

they opt out) who worked for Hocking in California at any time during the PAGA Period shall release Hocking from any right or claim for civil penalties pursuant to the PAGA, arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (1) through (5) above arising during the PAGA Period (“PAGA Released Claims”).

Conditions of Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I receive money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your individual Settlement Award based on the number of Workweeks you worked for Hocking as a non-exempt employee in California during the Class Period and the number of pay periods you worked for Hocking as a non-exempt employee in California during the PAGA Period. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will be sent to *cy pres* recipient Legal Aid Society of San Diego, a non-profit that provides legal services to the indigent.

What other options do I have?

Disputing Information in Notice of Estimated Individual Settlement. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks you worked for Hocking as a non-exempt employee in California during the Class Period and the number of pay periods, if any, you worked for Hocking as a non-exempt employee in California during the PAGA Period. The information contained in Hocking’s records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or postcard, postmarked no later than **<<RESPONSE DEADLINE>>**, with your full name (as well as any former names you used while you were employed by Hocking), your current address, telephone number, last 4 digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE JIMENEZ V. HOCKING INTERNATIONAL LABORATORIES, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims alleged, shall be barred from participating in the class Settlement, and shall receive no benefits from the class Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Settlement Class members who worked for Hocking during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written Objection to the Settlement Administrator. Your written Objection must include your full name (as well as any former names used while employed by Hocking), current address and phone number, last 4 digits of your social security number, the name and contact information of any attorney representing you, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All objections or other correspondence must state the name and number of the case, which is *Cristina Jimenez v. Hocking International Laboratories, Inc.*, San Diego County Superior Court Case No. 37-2020-00001478-CU-OE-CTL. Any Objections must be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing. You have the right to appear either in person or through your own attorney at this hearing. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All objections or other correspondence must state the name and number of the case, which is *Cristina Jimenez v. Hocking International Laboratories, Inc.*, San Diego County Superior Court Case No. 37-2020-00001478-CU-OE-CTL.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department C-66 of the San Diego County Superior Court, located at 330 West Broadway, Fourth Floor, San Diego, California 92101. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of expenses, the service award to the Class Representative, and the Settlement administration costs. The Final Approval Hearing may be postponed without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

If you plan on attending the hearing or otherwise visiting the Court, please consult the Court's website, <https://www.sdcourt.ca.gov/>, for information regarding court operations during COVID-19 as well as any face covering and social distancing requirements.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, during regular Court hours. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

CRISTINA JIMENEZ v. HOCKING INTERNATIONAL LABORATORIES, INC.
SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2020-00001478-CU-OE-CTL

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Individual Settlement:

According to Hocking International Laboratories, Inc.'s ("Hocking") records:

- (a) you worked [REDACTED] Workweeks for Hocking as a non-exempt employee in California between January 9, 2016 and <<END OF CLASS PERIOD>>; and
- (b) you worked [REDACTED] pay periods for Hocking as a non-exempt employee in California between September 27, 2020 and <<END OF CLASS PERIOD>>.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with items (a) or (b) in Section (III) above, please explain why in the space below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Hocking's records, Hocking's records will control unless you are able to provide documentation that establishes that Hocking's records are mistaken. If there is a dispute about whether Hocking's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.