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MARTÍNEZ ANDRE GILES

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT COURT OF THE STATE OF CALIFORNIA**

MARTINEZ ANDRE GILES, on behalf of
himself and on behalf of all persons similarly
situated,

PLAINTIFF,

vs.

CANUS CORPORATION, a California
Corporation; PG&E CORPORATION, a
California Corporation; and DOES 1 through 50,
inclusive.

DEFENDANTS.

Case No.: 3:22-CV-03097-MMC

**DECLARATION OF MATTHEW C. BRIGGS
IN SUPPORT OF PLAINTIFF MARTINEZ
ANDRE GILES' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: November 15, 2024

TIME: 9:00 A.M.

**LOCATION: San Francisco County
Courthouse
Courtroom 7, 19th Floor.
450 Golden Gate Avenue
San Francisco, CA 94102**

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the Law Office of Corey A. Pingle, Counsel for Plaintiff Andre Martinez Giles ("Plaintiff") in this action, and I am an attorney assigned to work on this case. I have personal knowledge of the matters stated herein and if called and sworn as a

1 witness. I would and could competently testify under oath thereto. I am a member in good standing of
2 the bar of the State of California.

3 2. This Declaration is submitted in support of Plaintiff Andre Martinez Giles's Motion for
4 Preliminary Approval of Class Action Settlement.

5 **I. CLASS COUNSEL'S INVESTIGATION**

6 3. Defendant Canus Corporation is a California licensed Utility Contractor, as well as a
7 source of specialized technical contracting. Canus provides quality solutions to utilities nationwide.
8 CANUS Corporation is headquartered in California with operations offices throughout California,
9 Colorado and Pennsylvania corporation with over 600 full time employees. CANUS Corporation
10 provides experienced personnel to support its Clients' Transmission and Distribution electrical line and
11 substation construction and maintenance inspection needs. ([https://www.linkedin.com/company/canus-](https://www.linkedin.com/company/canus-corporation)
12 [corporation](https://www.linkedin.com/company/canus-corporation)). Mr. Giles worked for Defendant as a non-exempt hourly employee, as a lineman, from
13 approximately January of 2015 to May 2021. Defendants estimated that there were approximately 160
14 non-exempt hourly employees in California during the class period at the time of mediation.

15 4. In *Collins v. Canus Corp.*, Los Angeles Superior Court Case #30-2018-01019194, a
16 settlement and release were obtained in this matter. The original class period included was from
17 September 18, 2014 - February 17, 2021.

18 5. On, Plaintiff filed his claims in Contra County Superior Court Case Number C22-00496
19 on February 24, 2022, for an action on behalf of current and former non-exempt employees in
20 California four years prior to the filing of the complaint through the present.

21 6. On May 13, 2022, Plaintiff filed his first amended complaint. On May 26, 2022,
22 Defendants removed this case to this court. On June 23, 2022, Defendants filed their Motion for
23 Judgement on the Pleadings. On August 16, 2022, this court granted Defendants' Motion for
24 Judgement on the Pleadings with leave to amend by September 13, 2022. Plaintiff filed his second
25 amended complaint on September 13, 2022. Plaintiff finally filed his Third Amended Complaint,
26 which the proposed settlement is based upon on October 12, 2022. The Third Amended Complaint
27 alleges: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, Et Seq.; (2) Failure
28

1 To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 And The Applicable IWC
2 Wage Order; 3. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code §
3 226; 4. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; 5.
4 Failure To Pay Accrued Sick Pay Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202, And
5 246; 6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code §
6 2802; 7. Wrongful Termination In Violation Of Public Policy; And 8. Civil Penalties Pursuant to
7 Labor Code 2699, Et. Seq., 210, 221, 226(A), 226.7, 558(A)(1)(2), 2802, California Code of
8 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). Defendants denied the allegations and
9 contended that employees were properly compensated.

10 7. The Parties have undertaken significant investigation of the facts and law during the
11 pendency of this action. Following the filing of the case, the parties agreed to exchange information
12 informally and privately mediate the matter. Prior to the mediation, the parties exchanged extensive
13 data, information, and documents concerning Plaintiffs allegations, including production of meal and
14 rest period policies, meal and rest period waivers, and timecards in Excel spreadsheets of the
15 equivalent of over 1,617 pages of data when printed, and other various Class Member data. Plaintiff
16 hired a consultant to evaluate the timecards for violations.

17 8. On January 19, 2023, the Parties participated in a mediation session before mediator
18 Jeffrey Krivis, Esq., an experienced complex litigation mediator. The mediator actively assisted the
19 Parties in settlement discussions and the Parties reached an agreement to settle this matter. The
20 Settlement was reached after extensive informal discovery as well as extensive negotiations conducted
21 through the mediator. The mediation ultimately resulted with the Parties reaching the basic terms of a
22 settlement, memorialized in a memorandum of understanding (“MOU”) which has been filed with this
23 Court. The MOU was later finalized in the Class Settlement Agreement, including attorney’s fees for
24 which Plaintiff now seeks preliminary approval.

25 9. Class Counsel represent that they have conducted a thorough investigation into the facts
26 of this case and have diligently pursued an investigation of the Class Members' claims against
27 Defendants, including research of the applicable law and the potential defenses and review of relevant
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documents including Defendants' time records and policy documents, and average hourly rate of non-exempt employees.

10. Plaintiff and Class Counsel concluded, after taking into account the sharply disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in this agreement, that settlement on the terms set forth herein is in the best interest of the representative Plaintiff and the Class Members and is fair and reasonable.

11. Defendants have concluded that there are benefits associated with settling this action. Defendants have denied, and continue to deny, each of the claims and contentions in this action. After taking into account the sharply disputed factual and legal issues involved in the action, the expense and burden of protracted litigation, and the desire to put the controversy to rest, Defendants believe that settlement on the terms set forth in this agreement is in their best interests and is fair and reasonable.

II. THE SETTLEMENT IS FAIR, JUST AND REASONABLE

12. To assist the Court with determining if the proposed settlement is within a range that is fair, reasonable, and adequate, Plaintiff's counsel analyzed the value of pleaded class allegations. As stated above, the settlement was reached only after exchanging discovery prior to mediation and conducting legal analysis of both Plaintiff and Defendant's theories.

13. **Rest Break Violations:** Plaintiff alleged that rest breaks were not received, Plaintiff and other employees could not leave the job site and that Defendants instructed their employees to not take a rest break even when the employees worked a shift of 3.5 hours or more. Further, Plaintiff alleged that second rest breaks were not received for the same reasons described above, and that Defendants did not have a policy in place for their employees to receive a rest break when they worked a shift of 7 hours or more. Additionally, Plaintiff alleges a third rest break was not provided when an employee worked over 10 hours in a workday. Finally, Plaintiff alleged that when Plaintiff and other California based non-exempt hourly employees did not receive a rest break, there was no policy or procedure in place where Plaintiff or the other Class Members could receive a rest break

premium pay. Plaintiff's expert estimated approximately \$2,834,881.45, in damages (39,685 estimated shift violations x ~\$66.77≈ \$2,649,767.45, +\$185,114.00, in interest) in rest period damages. See **Exhibit D, Pg. 1 and Pg. 2¶4**, below. Admittedly Plaintiff's expert assumes that 100% of class members were denied 100% of their rest breaks. Using a "realistic liability" appraisal pursuant to *Flores v. Dart Container Corp.*, 2021 U.S. Dist. LEXIS 6897, *33 Plaintiff calculates a reasonable likelihood of success on these claims taking into account management styles and positions regarding breaks and class members; experiences and recollections of missed, or denied breaks may vary, as well as Defendants defenses below, Plaintiff's counsel proposes discount of 50% to obtain a realistic liability appraisal of this claim. Thus, a realistic appraisal of liability for this claim would be **\$1,417,440.73**.

14. Defendants contend that company policies and practice provided for proper rest breaks, and that employees of Canus were provided with 15-minute rest breaks, and that if an employee failed to take a rest break entirely or took a short rest break, it was their choice and they had waived the right to take either a timely rest or a rest break at all. Further, many employees, including construction coordinators/inspectors like Plaintiff, had broad autonomy over their own schedules and could take rest breaks whenever and wherever they chose, and their light schedules allowed them to take more than the allotted rest breaks, and that neither Plaintiff nor other hourly employees ever complained about being prevented the opportunity to take a lawful rest break.

15. **Failure to Properly Pay Accrued Sick Wages**: Plaintiff alleges that Defendants failed to pay Plaintiff and other employees sick time pay because it was not paid at Plaintiff's and other employees "regular hourly rate." Plaintiff alleges that the "regular rate of pay" should have included non-discretionary incentive compensation based on the employees' performance for Defendants, including but not limited to shift differential wages for working undesirable shifts, cash In Lieu of Benefits ("ILB"), and other non-discretionary incentive bonus wages. Plaintiff's expert estimated these damages for a total of \$2,771,250.00, for this claim. Given that the unlikelihood of 100% success of claims in litigation and Defendants' defenses below Plaintiff submits that a realistic valuation of these claims is a 50% discount of Plaintiff's experts' valuation or **\$1,385,625.00**.

1 16. Defendants contend that Plaintiff cannot maintain a claim for waiting time penalties
2 based on alleged underpaid sick pay because sick pay are not “wages”. Additionally, Plaintiff’s claim
3 fails because employees who were not subject to a collective bargaining agreement were paid sick
4 leave in accordance with California Law and did not receive any non-discretionary incentive
5 compensation. Even assuming, arguendo, that sick pay qualifies as wages, under California law it
6 would not vest as wages until it is used. The allegations in the Second Amended Complaint are
7 insufficient to show that that Defendants underpaid used sick leave.

8 17. **Failure to Reimburse Business Expenses:** Plaintiff alleges that Defendants failed to
9 reimburse its employees for costs which include but are not limited to, the cost associated with the use
10 of their personal cellular phones, personal computers and home offices. Plaintiff estimated that
11 approximately \$126,026.00, (2,297 Months X \$50.00 = \$114,850.00 + \$11,176.00 in interest) in
12 damages for these expenses. Again this assumes 100% liability. Plaintiff’s counsel proposes a realistic
13 appraisal of liability for this claim would be a 50% discount or **\$63,013.00**.

14 18. Defendants argue that it had provided Plaintiff and other employees with sufficient
15 equipment to perform all necessary tasks and duties on behalf of Defendants without the need for
16 Plaintiff or other employees to use their personal property. Furthermore, Defendants claim that they
17 had written policies and procedures for Plaintiff and other employees to request reimbursement and
18 these instruments were not used.

19 19. **Failure to Provide Accurate Wage Statements Penalties:** Plaintiff alleged that based
20 on the foregoing claim of failure to pay accrued sick wage the wage statements issued by Defendants
21 are inaccurate because they inaccurately stated the number of hours worked and wages earned.
22 Plaintiff estimated approximately \$640,000.00, in penalties (160 approximate employees within
23 penalty period x \$4,000.00 ≈\$640,000.00). Plaintiff’s counsel offers a realistic appraisal of liability
24 based on a 50% discount due to the varying managerial styles as well as Defendants arguments below
25 for a total realistic appraisal of liability of **\$320,000.00**, for this claim.

26 20. Defendants argue that because this claim was a derivative claim subject to the claim for
27 failure to pay accrued sick wage above it is also subject to the defenses to the claims alleged above. In
28

1 addition, Defendants argued that Plaintiff could not demonstrate that the Defendants knowingly and
2 intentionally provided employees with inaccurate wage statements. Furthermore, Defendants estimate
3 these damages to be only to be \$320,000.

4 21. **Waiting Time Penalties:** Defendants provided Plaintiff with an estimate of 70 former
5 employees who separated employment with Defendants. Accordingly, Plaintiff estimated
6 \$1,437,224.25, in waiting time penalties {[70 terminated employees x 30 days x (8 hours per day x the
7 average rate of pay (\$66.77) = \$1,121,736.00] + [(70 terminated employees X 30 days X 1.5 hours per
8 day X 1.5 X the average rate of pay) = \$315,488.25]}. Given the unlikelihood of 100% success on a
9 claim in litigation, Plaintiff proposes a realistic appraisal of this claim to include a 50% discount be
10 applied to this claim making a realistic appraisal **\$718,612.13**.

11 22. Because this claim was derivative of the claim for failure to pay accrued sick wages, it
12 was subject to the defenses to the claim for failure to pay sick wages as alleged above. In addition,
13 Plaintiff would have needed to show that the violations were willful. (Lab. Code § 203, subd. (a);
14 CACI No. 2704) Defendants asserted Plaintiff could not show Defendants willfully withheld owed
15 wages in the manner intended to be protected by the Labor Code.

16 23. **PAGA Penalties:** Plaintiff's claims under PAGA are subject to the same theories and
17 defenses as articulated above.

18 24. Defendants face a total liability of \$5,701,350.00. for penalties under PAGA. Of this
19 amount, class members would only potentially receive 25% (assuming 100% liability) or
20 \$1,425,337.50. Given the aforementioned defenses and discounts, Plaintiff's counsel submits that a
21 realistic appraisal of the class following a 50% discount is **\$712,668.75**.

22 25. Defendants' maximum potential exposure based on Plaintiff's expert is \$13,179,120.
23 Based on a realistic appraisal of liability pursuant to *Dart*, Plaintiff calculates the reasonable total
24 liability to Defendants to be **\$4,617,059.61**. The proposed case settlement provides for \$440,000.00,
25 which is approximately **9.53%** of the realistic potential recovery in this matter. This percentage is
26 consistent with other approved class settlements in this district, see *Stovall-Gusman v. W.W. Granger,*
27 *Inc., No. 13-cv-02540-HSG, 2015 U.S. Dist. LEXIS 78671, 2015 WL 3776765, at *4 (N.D. Cal. June*
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17, 2015) (granting final approval of a net settlement amount representing 7.3% of the plaintiffs' potential recovery at trial). If Plaintiff continued litigating this matter, Class Members potentially could have received nothing if the Court had agreed with Defendants' position concerning especially in light of the volatility of this area of law and the aforementioned defenses. As such, Plaintiff's decision to settle this matter was in the best interest of the Class Members. The Class Settlement Amount is reasonable in light of the risks involved in this case – including the prospect of a potential adverse summary adjudication ruling, certification ruling, defenses to the case, potential appeal, and elements of willfulness and/or injury required for certain penalties.

26. The Settlement allocates **\$10,000.00**, to resolution of claims for PAGA civil penalties arising out of the alleged violations of the Labor Code committed against the Class. Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one Court which so ruled. These defenses are a risk to the PAGA claim because some or all of the PAGA penalties requested may not be awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. This equates to just over **2.27%** of the total settlement, which is an appropriate resolution under the circumstances because the punitive and deterrent purposes of the PAGA are being served by the substantial damages and statutory penalties being paid to the Class in resolution of substantive Class Claims. In reaching the settlement of the PAGA claim, Class Counsel was also aware of what allocations other Courts have approved for similar PAGA settlements as compared to the total settlement amount. A settlement that allocates over **2%** of the total settlement value to resolve PAGA claims exceeds what has been approved in other wage-and-hour settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of the total settlement. See *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.

1 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
2 settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA
3 allocation that was .49% of \$408,420.32 gross settlement); *Davis v. Brown Shoe Co.*, 2015 U.S. Dist.
4 LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora*
5 *v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to
6 LWDA for PAGA on a \$1.5 million class settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL
7 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
8 common-fund settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165
9 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim);
10 *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court
11 approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim);
12 *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million,
13 with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017)
14 (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v.*
15 *Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015)
16 (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
17 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
18 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles*
19 *Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of
20 \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
21 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
22 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
23 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
24 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
25 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San
26 Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or
27 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San
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1 Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or
2 0.33% of \$900,000 settlement amount).

3 27. After deduction of administrative costs, attorneys' fees and costs, a service payment to
4 Giles, and the LWDA's portion of the PAGA allocation, it is expected that **\$299,625.00**, will remain to
5 be distributed to Participating Class Members.

6 28. Plaintiff's Counsel is convinced that the proposed settlement is in the best interest of
7 the class based on the negotiations and a detailed knowledge of the issues present in this action.
8 Defendants have successfully removed claims based on their motions to dismiss and resulted in
9 Plaintiff's Amended Complaints containing fewer causes of action. In addition, the affirmative
10 defenses asserted by Defendant, the prospect of a potential adverse summary adjudication ruling,
11 uncertainty on certification issues, the difficulties of complex litigation, the lengthy process of
12 establishing specific damages and various possible delays and appeals, were also carefully considered
13 by Class Counsel in agreeing to the proposed settlement. In light of the above, the proposed Settlement
14 is well within the range of reasonableness and should be granted preliminary approval.

15 29. The proposed settlement results in substantial benefits to the class. If the Court were to
16 approve the estimated requested amounts for attorneys' fees and costs, LWDA payment, service
17 award, and administrator costs as set forth above, Plaintiff estimates that class members will receive an
18 average payment of **\$1,853.90** ($\$299,625.00 \div 160$). This is a fair and reasonable result. Based on the
19 nature of wage and hour cases, the actual unpaid amounts of wages are relatively small for each
20 individual class member. The settlement which will allow the employees, many of them current
21 employees, to receive a portion of their unpaid wages without risk of retaliation or having to file their
22 own action, find an attorney, participate in the action, or incur the risk of costs if the action is
23 unsuccessful.

24 **III. EXPERIENCE OF CLASS COUNSEL**

25 30. The Law Office of Corey A. Pingle is experienced and qualified to act as Class
26 Counsel, to evaluate the class claims, to evaluate settlement versus trial on a fully informed basis, and
27 to evaluate the viability of the defenses.
28

1 31. Mr. Corey A. Pingle, myself, and the Law Office of Corey A. Pingle have almost
2 exclusively practiced in the area of labor and employment law.

3 32. Mr. Pingle and I are experienced and qualified to evaluate the Class claims and to
4 evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.
5 We have been practicing law combined for over 14 years. Mr. Pingle and I have almost exclusively
6 practiced in the area of labor and employment law. Mr. Pingle and I have handled numerous cases in
7 all aspects of employment and labor law, including state and federal class actions, wrongful
8 termination, discrimination, harassment, and retaliation cases. I have tried employment cases in State
9 court.

10 33. I have been an attorney for over seven years and have almost exclusively practiced in
11 the area of labor and employment law.

12 34. Mr. Pingle, the Law Office of Corey A. Pingle and I have made every effort to litigate
13 this action in an efficient and cost-effective manner. Given his years of experience, and the focus of
14 his practice, if Mr. Pingle were to charge for his type of work by the hour, Mr. Pingle's current hourly
15 rate would be \$450 per hour. This rate is Mr. Pingle's current billing rate and is supported by the
16 extensive and specialized experience in these types of cases and recognized expertise described. I have
17 personal knowledge of the hourly rates charged by other attorneys with comparable experience to Mr.
18 Pingle. Based on that information, I believe that his rates are fully consistent with the market rate for
19 attorneys with comparable expertise, experience and qualifications. Based on this information, I
20 believe that Mr. Pingle's rates are reasonable and appropriate fees for Orange County attorneys with
21 comparable expertise, experience, and qualifications.

22 35. Given my years of experience, trial experience, and the focus of my practice throughout
23 my career, if I were to charge for my type of work by the hour my current hourly rate would be \$450
24 per hour. This rate is my current billing rate. I have personal knowledge of the hourly rates charged by
25 other attorneys with comparable experience to mine. Based on the information I currently have, I
26 believe that my rates are fully consistent with the market rate for attorneys with comparable expertise,
27 experience and qualifications.
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1 36. The specific work performed by my firm in prosecuting this action has included, but
2 not been limited to: preparing the pleadings, informal discovery exchange, including the sample
3 workweeks and punch data and information regarding class size, average rate of pay, regular hour
4 wage data, and Plaintiff's expert witness' and counsel's analysis of both the aforementioned data as
5 well as Defendant's relevant policies and procedures and developing the strategy for prosecuting the
6 claims in this case; reviewing documents; analyzing the data; participating in settlement negotiations;
7 participating in mediation, negotiating, drafting, and reviewing Stipulation and Settlement Agreement
8 as well as drafting this Motion for Preliminary Approval.

9 37. Our firm maintains all records regarding attorney fees and costs expended on each case.
10 I have reviewed the records of attorney's fees and costs expended in this matter. According to records,
11 Plaintiff's counsel has incurred approximately 135.1 hours of attorney time in this matter totaling
12 **\$58,378.50**, as well as **\$77.38**, in costs in this matter at this time. This amount includes costs
13 associated with filing of the papers filed and responded to in this matter, expert fees, mediation,
14 summons and complaint.

15 38. Plaintiff's counsel reasonably anticipates spending up to an additional 50 hours of
16 attorney time to prepare the motion for final approval of the class action and \$6,500.00 in costs
17 including fees for the settlement administrator for providing notice to class members, and service fees
18 for this motion as well as the motion for final approval of the class.

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20 **IV. CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**
21 **SERVICE AWARD**

22 39. It is imperative that Plaintiff Martinez Andre Giles obtain just compensation for the
23 time, effort and risk associated with his fiduciary duties as a class representative and named Plaintiff.
24 Plaintiff's requested payment of TEN THOUSAND DOLLARS AND ZERO CENTS, (\$10,000.00), is
25 two point two seven percent (2.27%), of the entire settlement. Plaintiff's participation has resulted in
26 substantial benefits to class members including but not limited to a settlement which distributes a fair
27 amount to class members without requiring the class members to find an attorney, litigate the case,
28 risk retaliation by Defendants, and/or risk costs of litigation if the case were lost. Plaintiff has proven

1 to be an adequate class representative. He has conducted himself diligently and responsibly in
2 representing the class in this litigation, understands his fiduciary obligations, and has actively
3 participated in the prosecution of this case. Plaintiff does not have any interest that is averse to the
4 interests of the other class members. Plaintiff was extremely helpful throughout the litigation. Plaintiff
5 has performed considerable services on behalf of the Class during the litigation by seeking an attorney,
6 participating throughout litigation, searching for and providing information related to his employment
7 and the employment conditions, spending time in meetings with counsel to get a better understanding
8 of his work environment and requirements, provided needed information for mediation, settlement
9 discussions, and potential class certification, and approved the settlement on behalf of all class
10 members. Plaintiff has put himself at risk for liability for costs in this manner if Defendants prevailed.
11 Plaintiff has also put himself at risk for retaliation by future potential employers who may discover
12 and find it unappealing that Plaintiff served as class representative in a lawsuit against a former
13 employer. Finally, Plaintiff is subject to a general release whereas the class members are only
14 releasing claims relating to the facts alleged in the operative complaint.

15 40. Attached as Exhibit A to this declaration is a true and correct copy of the Joint
16 Settlement Agreement.

17 41. Attached as Exhibit B to this declaration is a true and correct copy of the curriculum
18 vitae of CPT Group.

19 42. Attached as Exhibit C to this declaration is a true and correct copy of the estimate
20 provided by CPT Group.

21 43. Attached as Exhibit D to this declaration is a true and correct copy of the expert's
22 report completed by Berger Consulting Group.

23 44. Attached as Exhibit E to this declaration are true and correct copies of billing in this
24 matter for the Law Office of Corey A. Pingle from June 2023 to December 2023.
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27
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1 45. Attached as Exhibit F is a true and correct copy of the Order of Honorable Randall J.
2 Sherman in *Collins v. Canus Corp.*, dated March 9, 2023.

3
4 Dated: November 13, 2024

/s/ Matthew C. Briggs
Matthew C. Briggs

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff MARTINEZ ANDRE GILES (“Plaintiff”) and Defendants CANUS CORPORATION (“CANUS”) and PG&E CORPORATION (“PGE”) (hereafter collectively “Defendants”). The Agreement refers to Plaintiff and Canus and PGE collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned MARTINEZ ANDRE GILES, on behalf of himself and on behalf of all persons similarly situated v. CANUS CORPORATION, a California Corporation; PG&E CORPORATION, a California Corporation; and DOES 1 through 50, inclusive, initiated on September 10, 2021, and currently pending in United States District Court, Northern District of California Case Number No. 3:22-cv-03097-MMC.
- 1.2. “Administrator” means CPT GROUP, INC. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all hourly, non-exempt employees who are or previously were employed in California by Canus from September 15, 2020, through the earlier of an order approving Plaintiff’s motion for preliminary approval or April 19, 2023 (the “Class Period”).
- 1.5. “California Class” means all hourly, non-exempt employees who are or previously were employed in California by Canus from February 18, 2021, through the earlier of an order approving Plaintiff’s motion for preliminary approval or April 19, 2023 (the “Class Period”).
- 1.6. “Class Counsel” means Law Office of Corey A. Pingle.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in CANUS AND PGE’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 18, 2021, through the earlier of an order approving Plaintiff’s motion for preliminary approval or April 19, 2023.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the United States District Court, Northern District of California.
- 1.16. “Canus” means Defendant Canus Corporation.
- 1.17. “PGE” means Defendant PG&E Corporation.
- 1.18. “DEFENDANTS” means both Canus and PG&E.
- 1.19. “Canus Defense Counsel” means Anthony Christopher Ocegüera
O’Hagan Meyer LLP
One Embarcadero Center
Suite 2100
San Francisco, CA 94111
- 1.20. “PGE Defense Counsel” means Joshua David Kienitz
Littler Mendelson PC
333 Bush St.
Fl 34
San Francisco, CA 94104
- 1.21. “Defense Counsels” means Canus Defense Counsel and PGE Defense Counsel collectively.

- 1.22. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.23. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.24. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.25. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.26. “Gross Settlement Amount” means FOUR HUNDRED AND FORTY THOUSAND DOLLARS (\$440,000.00) which is the total amount DEFENDANTS agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.27. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.28. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.29. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.30. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.31. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.32. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.33. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.34. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Canus for at least one day during the PAGA Period.
- 1.35. “PAGA Period” means the period from September 15, 2020, through the earlier of an order approving Plaintiff’s motion for preliminary approval or April 19, 2023.
- 1.36. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.37. “PAGA Notice” means Plaintiff’s September 15, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).
- 1.38. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40. “Plaintiff” means MARTINEZ ANDRE GILES, the named plaintiff in the Action.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.44. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.45. “Released Parties” means: Canus Corporation, Pacific Gas and Electric Company, PG&E Corporation, and any of their respective divisions, affiliates, predecessors, successors, assigns, shareholders, owners, officers, directors, insurers, co-insurers, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, parents,

subsidiaries, and privies.

- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.48. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. "Workweek" means any week during which a Class Member worked for Canus for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On February 24, 2022 Plaintiff commenced this Action by filing a Complaint alleging causes of action against DEFENDANTS for:
1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS & PROF. CODE §§ 17200, *et seq*;
 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194;
 3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
 4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER 1197 & 1197.1;
 5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and
 8. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.

On October 12, 2022, Plaintiff filed a Third Amended Complaint alleging causes of action against DEFENDANTS for:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS & PROF. CODE §§ 17200, *et seq*;
2. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
3. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
4. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
5. FAILURE TO PAY ACCRUED SICK PAY WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202, and 246;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF

OF CAL. LAB CODE 2802;

7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; and

8. CIVIL PENALTIES PURSUANT TO LABOR CODE 2699, et. seq., 210, 221, 226(a), 226.7, 558(a)(1)(2), 2802, CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, SUBDIVISION 5(A)-(B).

The Third Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) DEFENDANTS deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

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

2.3 On January 19, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Canus’s list of identified employees within the class list, excel spreadsheet with over 1617 pages of wage statement and time punch records for the identified employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5 The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, DEFENDANTS promise to pay FOUR HUNDRED AND FORTY THOUSAND DOLLARS (AND ZERO CENTS \$440,000.00) and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] DEFENDANTS have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to DEFENDANTS.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member). DEFENDANTS will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this

amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than Thirty-Three and One Third Percent (33 1/3%), which is currently estimated to be ONE HUNDRED AND FORTY-SIX THOUSAND, SIX HUNDRED AND SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$146,666.67) and a Class Counsel Litigation Expenses Payment of not more than THIRTEEN THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$13,375.00). DEFENDANTS will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Canus and PGE harmless, and indemnifies Canus and PGE, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. TEN PERCENT (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining NINETY PERCENT (90%) each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").vi The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) allocated to the LWDA PAGA Payment and 25% TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$2,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records from the start of the Class Period through January 19, 2023, DEFENDANTS estimate there are 160 Class Members who collectively worked a total of 8,957 Workweeks. Should the number of Workweeks increase by more than 10%, Defendant will have the option to either a) increase the gross settlement proportionally or b) to shorten the release period as of the date on which the number of pay periods reaches 9,853.

4.2 Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, DEFENDANTS will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. DEFENDANTS have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which DEFENDANTS must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. DEFENDANTS shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay DEFENDANTS share of payroll taxes by

transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after DEFENDANTS fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

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

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

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

6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This release excludes the release of claims not permitted by law.

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

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.

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Third Amended Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. This release excludes the release of claims not permitted by law.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. This release excludes the release of claims not permitted by law.

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

7.1 DEFENDANTS’ Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, DEFENDANTS will prepare and deliver to Class Counsel a signed Declaration from DEFENDANTS and Defense Counsels, disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsels and DEFENDANTS shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsels all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres]; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and

in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60

days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, DEFENDANTS or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after the notice is sent.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay

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

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Court, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

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

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

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

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, DEFENDANTS estimate that, as of January 19, 2023, (1) there were 160 Class Members and 8,957 Total Workweeks during the Class Period and (2) there were 180 Aggrieved Employees who worked 11,085 Pay Periods during the PAGA Period. Should the number of Workweeks increase by more than 10% for the Class Period, Defendant will have the option to either a) increase the gross settlement proportionally or b) to shorten the release period as of the date on which the number of pay periods reaches 9,853.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds FIVE PERCENT (5%) of the total of all Class Members, DEFENDANTS may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if DEFENDANTS withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, DEFENDANTS will remain responsible for paying all Settlement Administration Expenses incurred to that point. DEFENDANTS must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel(s); late elections will have no effect.

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

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

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

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

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

13.3 No Press. The Parties agree that no party shall issue any press release to the news media, or communicate in any way with any news media, concerning the settlement or the litigation.

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

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

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

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

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

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

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

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

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

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

13.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

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

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

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

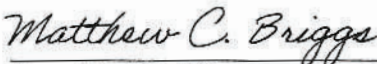
13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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



Plaintiff

09/10/24

Date



Counsel For Plaintiff

September 12, 2024

Date



For Defendant Canus Corporation

9/12/24

Date



Counsel For Defendant Canus Corporation

9/20/24

Date



For Defendant PGE Corporation
And Released Party Pacific Gas and
Electric Company

September 23, 2024

Date



Counsel For Defendant PGE Corporation
And Released Party Pacific Gas and
Electric Company

9/23/2024

Date

Signature: 

Email: mbriggs@pinglelaw.com

EXHIBIT 1

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

The United States District Court, Northern District of California authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) and subsequent settlement (“Settlement”) against Canus Corporation (“Canus”) and PG&E Corporation (“PGE”) for alleged wage and hour violations. The Action was filed by a former Canus and PGE employee MARTINEZ ANDRE GILES (“Plaintiff”) and seeks payment of (1) back wages (2) penalties for a class of 160 employees (“Class Members”) who worked for Canus in California during the Class Period of February 18, 2021, to April 19, 2023, and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Canus in California during the PAGA Period of September 15, 2020, to April 19, 2023 (“Aggrieved Employees”).

The Court has granted preliminary approval of the proposed Settlement. You should not construe the Court’s preliminary approval of the proposed Settlement as an admission of liability on behalf of Defendant Canus or Defendant PGE. Defendants deny each of the claims and contentions alleged by Plaintiff in the action and maintain that they complied with all California Labor Code and Wage Order requirements.

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

The Parties have selected CPT Group (“Administrator”) to administer the Settlement. Based on Canus and PGE’s records and the Parties’ current assumptions **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Canus and PGE’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

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

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

If you worked for Canus and PGE during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Canus and PGE.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion (as described in **Section III.6**) to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Canus and PGE, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Canus and PGE will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Canus and PGE that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion that includes your name, social security number, dates of employment, present address, telephone number or email address, and a simple statement electing to be excluded from the Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section VI of this Notice.
The Opt-out Deadline is February 7, 2025.	You cannot opt-out of the PAGA portion of the proposed Settlement. Canus and PGE must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.
Written Objections Must be Submitted by February 7, 2025.	You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the April 18, 2025,	The Court's Final Approval Hearing is scheduled to take place on April 18, 2025 . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person if you make a written objection and provide advanced written notice to the Court. Participating Class Members must make a

Final Approval Hearing. written objection to the Settlement prior to the Final Approval Hearing. See **Section VIII** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Canus and PGE's records is stated on the first page of this Notice.

Written Challenges Must be Submitted by February 7, 2025. If you disagree with either of these numbers, you must challenge it within **60 days** from the date of this mailing. See **Section IV** of this Notice.

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

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Canus and PGE employee. The Action accuses Canus and PGE of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has asserted a claim for violation of California Business & Professions Code 17200 for unfair and unlawful business practices, and Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Law Office of Corey A. Pingle ("Class Counsel.")

Defendants Canus and PGE expressly deny all the claims and allegations as to liability, damages, and restitution asserted in the Action. Defendants deny that they have done anything wrong. Defendants maintain that they complied with all necessary California Labor Code and Wage Order requirements. Defendants deny that they owe Settlement Class members any wages, restitution, penalties, or other damages or amounts. Nonetheless, Defendants have taken into account the uncertainty and risks inherent in any litigation, particularly on a class-wide basis, and have concluded that to continue the Action would be protracted and expensive.

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

So far, the Court has made no determination whether Canus and PGE or Plaintiff is correct on the merits, and Defendants expressly deny all liability. In the meantime, Plaintiff and Canus and PGE hired an experienced, neutral mediator Jeffrey Krivis, Esq. in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Canus and PGE have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. Among the reasons for support are the numerous defenses to liability potentially available to Defendants, the risk of denial of class certification,

the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation. By agreeing to settle, Canus and PGE do not admit any violations or concede the merit of any claims.

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

1. Canus and PGE Will Pay \$440,000.00 as the Gross Settlement Amount (“Gross Settlement”). Canus and PGE have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Canus and PGE will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to **\$110,000.00**, (25%) of the Gross Settlement to Class Counsel for Attorneys’ fees and up to **\$3,375.00**, for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to **\$10,000.00**, as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to **\$6,250.00**, to the Administrator for services for administering the Settlement.
 - D. Up to **\$10,000.00**, for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Canus and PGE are asking the Court to approve an allocation of TEN PERCENT (10%) of each Individual Class Payment to taxable wages (“Wage Portion”) and NINETY PERCENT (90%) to penalties, interest and fees (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Canus and PGE will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Canus and PGE have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds will be transferred to the California Controller's Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **60 days** after the Administrator mails the Class Notice that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion must be a letter from a Class Member or his/her representative setting forth the Class Member's name, social security number, dates of employment, present address, telephone number or email address, and a simple statement electing to be excluded from the Settlement. See **Section VI** of this Notice. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Canus and PGE.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Canus and PGE have agreed that, in either case, the Settlement will be void: Canus and PGE will not pay any money and Class Members will not release any claims against Canus and PGE.
8. Administrator. The Court has appointed a neutral company CPT GROUP, INC. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section IX** of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Canus and PGE have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Canus and PGE or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged failure to pay minimum wage, meal break violations, and unpaid overtime. Except as set forth in **Section 6.3** of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants Canus and PGE have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Canus and PGE, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other claims for PAGA penalties against Canus and PGE or its related entities that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice, and resolved by this Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS & PROF. CODE §§ 17200, *et seq*;
2. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
3. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
4. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
5. FAILURE TO PAY ACCRUED SICK PAY WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202, and 246;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB CODE § 2802;
7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; and
8. CIVIL PENALTIES PURSUANT TO LABOR CODE 2699, *et. seq.* §§ 210, 221, 226(a), 226.7, 558(a)(1)(2), 2802, CALIFORNIA CODE OF REGULATIONS, TITLE 8, §11040, SUBDIVISION 5(A)-(B).

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Canus and PGE's records, are stated in the first page of this Notice. You have **60 days** from the date of this mailing to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section IX** of this Notice has the Administrator's contact information.
4. How to Challenge Your Workweek Calculation. In order to challenge you will need to provide the Administrator with support for your challenge by sending copies of pay stubs or other records. The Administrator will accept Canus and PGE's calculation of Workweeks and/or Pay Periods based on Canus and PGE's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Canus and PGE's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, dates of employment, social security number, telephone number, and a simple statement that you do not want to participate in the Settlement to the Administrator. Be sure to personally sign your request, identify the Action as Giles vs. Canus Corporation et al., Case Number No. 3:22-cv-03097-MMC, and include your identifying information from the preceding

sentence. The Administrator will exclude you based on any writing communicating your request to be excluded, provided the writing contains the information described in this **Section VI**.

You or your legal representative may make the request to exclude you from the Class Settlement. The Administrator must be sent your request to be excluded within 60 days from the date of this notice or by February 7, 2025, or it will be invalid. Section IX of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Canus and PGE are asking the Court to approve. **At least 16 days** before the April 18, 2025, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section IX** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.cptgroup.com/ or the Court's website at (<https://www.cand.uscourts.gov/>)

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Court is 60 days from the date of this mailing February 7, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action MARTINEZ ANDRE GILES v. CANUS CORPORATION, ET AL., CASE NUMBER 3:22-cv-03097-MMC and include your name, current address, telephone number, and approximate dates of employment for Canus and PGE and sign the objection. **Section VIII** of this Notice has the Court's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on April 18, 2025, in person at the San Francisco Courthouse, Courtroom 7 – 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102 with proper notice via a timely written objection and notice of intent to participate as described above.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors who have given advance written notice of their intent to appear, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally at the hearing upon timely objection and notification of your intent to appear to the Court.

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

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Canus and PGE and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT GROUP's website at www.cptgroup.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the United States District Court for the Northern District of California's website by going to (<https://www.cand.uscourts.gov/cases-e-filing/cm-ecf/>) and creating a PACER account. Then you can enter the Case Number for the Action, Case No. 3:22-cv-03097-MMC.

DO NOT TELEPHONE THE DISTRICT COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT. To obtain information about the Settlement, you may contact Class Counsel, or the Administrator, whose contact information is as follows:

Class Counsel: Law Office of Corey A. Pingle
Name of Attorney: Matthew C. Briggs
Email Address: mbriggs@pinglelaw.com
Name of Firm: Law Office of Corey A. Pingle
Mailing Address: 9550 Warner Ave., #250-06,
Fountain Valley, CA 92708
Telephone: 714-593-2306

Settlement Administrator:
Name of Company: CPT GROUP, INC.
Email Address: info@cptgroup.com
Mailing Address: 50 Corporate Park, Irvine, CA 92606
Telephone: (877) 705-5021
Fax Number: (949) 419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. Otherwise, the funds will be transferred to the California Controller's Unclaimed Property Fund in your name, and you can contact the California Controller regarding the funds held in your name.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

ALLOCATION FORM

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment.

Return this form to the Settlement Administrator ONLY if you need to correct any of the personal and/or employment information reported below.

MAIL TO:

MARTINEZ ANDRE GILES vs. CANUS CORPORATION c/o CPT GROUP, Inc., 50 Corporate Park Irvine California, 92606
--

TO CLASS MEMBER _____ :

TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

1. Under the terms of the Class Action Settlement ("Settlement"), you are entitled to receive an Individual Settlement Payment in the approximate estimated amount of
\$[MERGED_Est SettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect. Your Individual Settlement Payment will be treated as follows: 10% will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; 90% will be attributed to interest and penalties and will be reported on an IRS Form 1099. The Parties agree that all Participating Class Members who receive any payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. Your Individual Settlement Payment reflected on this Notice is only an estimate. The exact amount of your Individual Settlement Payment could vary, up or down.
2. The records of Canus Corporation, a California Corporation (hereinafter collectively referred to as "Company") shows that you are a member of the class because you were/are a non-exempt employee of the company in California during the class period (February 18, 2021 to preliminary approval date) and worked _____ workweeks.

3. Your Individual Settlement Payment is based on your total workweeks during the Class Period. A workweek is defined as one in which you were both present at work and earned wages.
4. You have been credited with _____ workweeks for purposes of calculating your Individual Settlement Payment.
5. If you ***DO NOT WANT TO DISPUTE*** the total amount of workweeks being credited to you, ***YOU SHOULD NOT RETURN THIS FORM AND DO NOT NEED TO TAKE ANY FURTHER ACTION TO BE ELIGIBLE FOR AN INDIVIDUAL SETTLEMENT PAYMENT.*** The Individual Settlement Payment will be mailed to you after the Settlement goes into effect in approximately six months.
6. ***YOU SHOULD ONLY COMPLETE THIS SECTION IF YOU DISPUTE*** the number of workweeks listed above. To file a dispute you must: (1) check the dispute box below and fully complete the chart below; (2) sign this form; (3) provide any documentation you have to support your position; and (4) mail or fax the completed and signed form and any supporting documentation to the Settlement Administrator so that it is postmarked or fax stamped no later than DATE, 2024. The Settlement Administrator will review all valid dispute forms and notify you of the results by written notice. The Settlement Administrator's decision will be final. Late or incomplete disputes, or disputes that are mailed without a visible postmark date, will not be considered and Our Individual Settlement Payment will be based on the workweeks listed above.

QUESTIONS?

CALL THE SETTLEMENT ADMINISTRATOR

AT TEL.: (800) 542-0900

WEBSITE: www.cptgroup.com

☐

I WANT TO DISPUTE the number of workweeks credited to me under this Settlement. I worked the following number of workweeks:

	Dates of Employment During the Class Period (February 18, 2021 through preliminary approval_____)
	Workweeks I Worked During the Class Period

I believe I worked more workweeks than shown above because:

Date

Signature of Claimant

Daytime Telephone Number

Print Name

Last four digits of social security number

**YOU SHOULD NOT RETURN THIS FORM IF YOU DO NOT
DISPUTE THE NUMBER OF WORKWEEKS SPECIFIED ABOVE.**

EXHIBIT B



50 Corporate Park, Irvine CA 92606 • (800) 542-0900 • www.cptgroup.com

CURRICULUM VITAE

COMPANY PROFILE

CPT Group, Inc., founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts in the State of California and numerous United States District Courts. Located in Irvine, CA, CPT's client base includes over 10,500 attorneys, both local and nationwide, that have entrusted CPT to bring their experience, expertise and proven excellence to their settlements for administration. Throughout our history, CPT has disbursed billions of dollars in Settlement funds, and serviced over 65,000,000 class members and administrated approximately 4,000 cases. CPT offers a wide range of class action administrative services for developing, managing and executing all stages of integrated settlement plans. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design and web hosting. Experienced CPT staff currently handles the following types of class action cases: Wage and Hour, FLSA, Employment/ADA, Consumer/Product, Insurance, Securities, Finance, Antitrust, and ERISA.

Once designated by the parties and approved by the court as the third-party administrator, CPT assumes full responsibility in overseeing management of the class database, notification to the class members, claims processing, and disbursement of settlement payments. The operations, IT and production facilities are all located at the corporate headquarters in Irvine. The integrity of CPT's work is strengthened by the staff's ability to work in close proximity and keep the work handled in-house. The IT data center is accessible 24/7/365 to authorized CPT personnel. CPT uses internal IT expertise and follows internal business as well as IT policies and procedures to support its daily administration and service operations.

CPT prides itself on being the industry's premier class action administrator, offering comprehensive and cost-effective class action administration services, utilizing leverages that decades of personal insight and firsthand knowledge from multiple disciplines and legal arenas have provided. CPT is NIST SP 800-171 compliant, administrates hundreds of cases per year, and has disbursed over a billion dollars in settlement funds. With a structured service platform and practice-area expertise, CPT can effectuate the services it provides accurately and expeditiously.

CPT is entrusted by counsel and appointed by the court to handle nationwide, complex, large project settlements. Some of our current representative matters include:

- Lim, et al. v. Vendini, Inc., California Superior Court Case No. 1-14-CV-259897;
- Mount v Wells Fargo Bank, Superior Court of California Case No. BC395959;
- Manouchehri v Styles For Less, Inc., United States District Court Case No. 14cv2521 NLS;
- Kerr, et al. v. Zacks Investment Research, Inc., et al., United States District Court Case No. 16-CV-01352 GPC BLM;
- Hinshaw v. Vizio, Inc., United States District Court Case No. SA CV14-00876-DOC (ANx);
- Kerr v. The New York Times Company, et al., California Superior Court Case No. 37-2016-000010125-CU-MC-CTL;
- Hightower, et al. v. JPMorgan Chase Bank, N.A., United States District Court Case No. 11-CV-01802-PSG-PLAx; Singer v. WWF Operating Company, United States District Court Case No. 1:13-CV-21232-UNGARO;
- Romero, et al. v. Loacker USA, Inc., California Superior Court Case No. 1-14-CV-274434;
- Hoover v. Hi-Tech Pharmacal Co., Inc., United States District Court Case No. EDCV 13-00097 JGB (OPx);
- Michigan Finance Authority, et al. v. Kiebler, et al., Michigan Court of Claims Case No. 13-000166-MZ.

AREAS OF EXPERTISE

- **Project Management** – To ensure a smooth claims administration process, CPT Group acts as a neutral third party and provides comprehensive case administration from start to finish. Following the timeline set forth in the Settlement Agreement and Court Order, our team of Case Managers ensures that all actions required by the Claims Administrator are met.
- **Claims Administration** – CPT Group executes an extensive Quality Assurance process throughout the duration of the claims period. Any and all responses received from Class Members are processed according to our strict internal procedures and in accordance with Settlement Agreement. Once claims processing is completed, Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** – CPT Group maintains a Call Center to provide support for Class Members between the hours of 9:00 AM and 5:30 PM, Monday through Friday, except for major holidays. The Call Center is specially trained to field questions pertaining to the important features of each case. Our Call Center representatives are all bilingual in English and Spanish, and upon special request, CPT can provide support in other languages.
- **Data Management/Reporting** – CPT Group will standardize and analyze the class data provided by Counsel to compile the master mailing list. CPT Group prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. These live reports can also be accessed by verified Counsel for each case 24-hours a day on our secured website. CPT Group, Inc. is NIST SP 800-171 compliant, which ensures that necessary measures are taken to guarantee that all class member data is handled and stored in a safe and secure manner.
- **Noticing Expertise** – CPT Group will format the court-approved Notices, Claim Forms, and Exclusion Forms whether the method of notification be standard mail or electronic distribution. CPT Group maintains an on-site printing and mail house, which ensures the utmost quality control. Regardless of class size, CPT strives to execute the class notification process using cost-effective and accurate methods.
- **Settlement Fund Administration** – CPT Group's staff of accounting professionals oversees the disbursement process for each case in strict detail and in accordance with the terms of the Settlement Agreement. Utilizing a Qualified Settlement Fund (QSF) for each case, CPT maintains its settlement account through a federally insured bank where access to each Settlement Account is restricted to authorized personnel. Bank accounts for each case are reconciled monthly and are available to each client upon request. On behalf of the QSF, CPT Group pays and reports all applicable State and Federal tax withholdings and liability, and issues and reports W-2 wages and 1099 income, as required, for each case.

SERVICES

- | | | |
|----------------------------------|------------------------------------|----------------------------------|
| • Settlement Notification | • Claims Processing | • Settlement Fund Administration |
| • Pre-Certification Notification | • Class Certification Notification | • Electronic Notification |
| • Data Analysis | • Secure Data Management | • Secure Data Reporting |
| • Bilingual Call Center | • In-House Print & Mail House | • NCOA & Skip Tracing |
| • Publication & Media Campaigns | • Website Hosting | • Website Design |

REFERENCES

For reference, the following Exhibits are attached:

1. CPT's Information Security Statement.
 2. CPT's Data and Settlement Fund Transmission Methods
 3. CPT's Company Brochure.
 4. CPT's Client Testimonials.
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Information Security Statement

Confidential

CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one of more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, cloud systems or email accounts. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information's Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods that are in compliance with all applicable state and federal laws and regulation including NIST Special Publication 800-88, Revision 1 (2014). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to

destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST Cybersecurity Framework.

- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.
- 12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved with 48 hours. Medium is 1 week and Low is within 2 weeks. If a vulnerability cannot be resolved within our standard time, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall our firewall manufacturer. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.
- 13) Company has implement the following safeguards for systems that process, store or transmit Class Member Information:
 - Identify and Access Management;
 - Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days, and separate password for email and computer;
 - Two-Factor authentication for remote access;
 - Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted by the firewall;
 - Company uses the Microsoft Azure cloud to host corporate email. Remote access to the email system is disabled;
 - Company uses the HTTPS or FTP standard for all data transmissions, and shall ensure that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other device (as applicable) and at rest, consistent with the NIST standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
 - Company requires its clients and self to transfer files with personal Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to file expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically only. Files are retrieved by Company, and then deleted manually upon successful download (or auto-deleted after 7 days from upload by system)'
 - Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to do one hour of security training per year in additional to 20 minutes of training per quarter. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security;
 - Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures;
 - Preventing terminated employees from accessing Class Member Information;
 - Appropriately configured and updated firewall, antivirus, and spyware software;
 - Separation of Duties;
 - Business Continuity Planning;

- Disaster Recovery Planning;
- Pandemic Recovery Planning

- 14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by the electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.
- 15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all of our officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

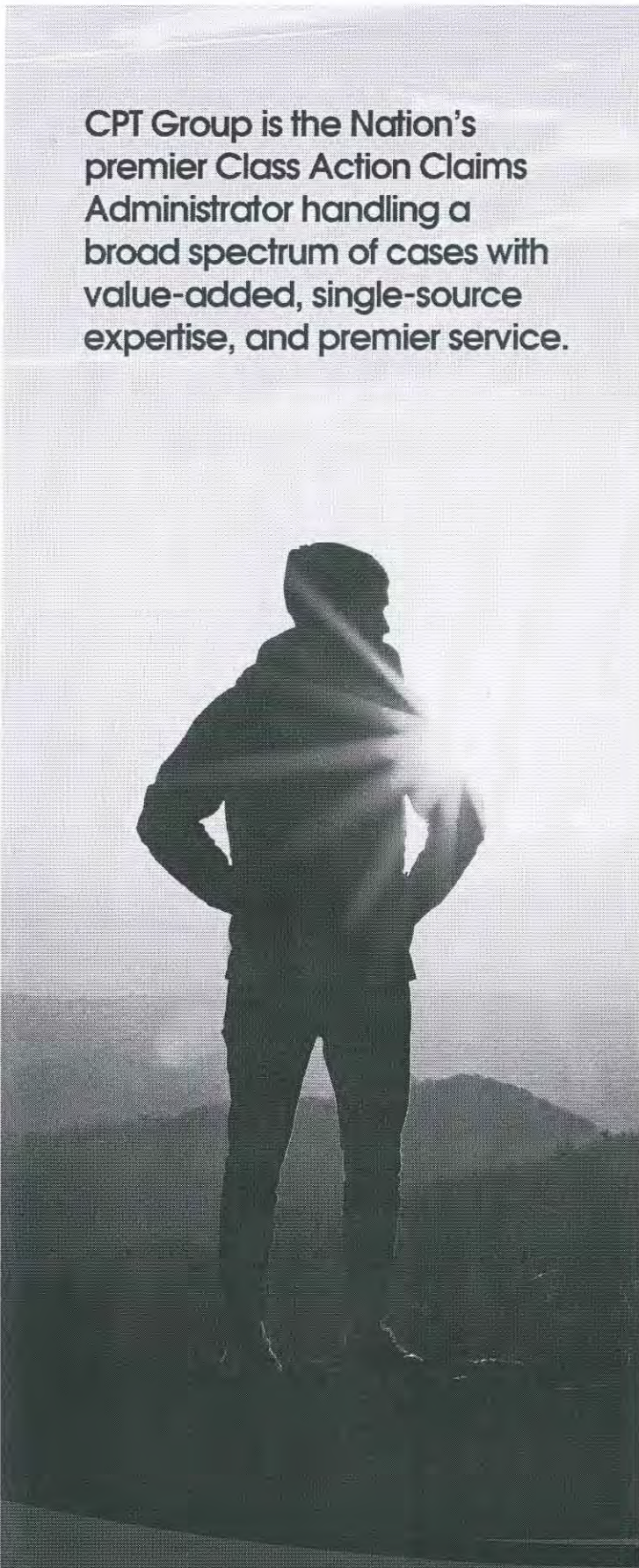
1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction or loss of such wire instructions.



Class Action Administrators

The Industry's Premier
Class Action Administrator



**CPT Group is the Nation's
premier Class Action Claims
Administrator handling a
broad spectrum of cases with
value-added, single-source
expertise, and premier service.**

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and respond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.



What our clients have to say about CPT Group, Inc.

"I have worked with CPT for 10+ years. CPT is detail-oriented, excellent at meeting deadlines, anticipates potential issues while proposing resolutions, mindful of sensitive private information and safeguards it accordingly, reliable and communicates proactively. CPT is priced competitively for service that surpasses its competition. I have worked with numerous service providers; CPT is by far the best."

Anthony Orshansky, Esq., CounselOne, P.C.

"CPT has extraordinary customer service. They always go above and beyond to resolve any questions we may have. Their responses to our emails are always prompt and are incredibly helpful with last minute needs. Their weekly reports are incredibly useful!"

Craig Ackermann, Esq., Ackermann & Tilajef, P.C.

"I have successfully worked with CPT in administering several multi-million settlements and several Bel-Air privacy notices. CPT was cost-conscious in each instance, often capping their costs to ensure Court approval. Moreover, they quickly respond to inquiries, and expeditiously address problems that surface — maintaining a professional demeanor at all times."

Raul Perez, Esq., Capstone Law, APC.

"I have utilized the services of CPT over the past five or six years to handle all aspects of wage and hour class actions of various sizes. They consistently deliver on time with extremely competitive pricing. The case managers are reliable, efficient and accessible to handle any issue that comes up. I am so pleased with CPT's handling of wage and hour matters that I am now turning to them to administer our consumer class actions as well."

Marcus J. Bradley, Esq., Bradley & Grombacher, LLP.

"CPT's employees pay great attention to detail, are extremely hard-working, are particularly conscious of deadlines, foresee potential issues that may arise and address them proactively, are smart, high-IQ individuals and are easy to work with. I've worked with many of the "best" Class Action Administration firms, and CPT is the best!"

Zach Dostart, Esq., Dostart Hannink & Coveney, LLP.

"CPT Group is by far my preferred Settlement Administrator!"

Tim Johnson, Esq., Ogletree Deakins Nash Smoak & Stewart

"CPT is always quick to respond to any calls or emails and work on the tasks needed. They follow up and always keep their word on pricing. We have used CPT many times and never once have had an unpleasant experience. That is hard to find with any vendor."

Doug Johnson, Esq., Johnson & Johnson

"CPT understands Class Actions and the requirements for properly noticing the Class. They have experience project manager overseeing the Administration."

Diana Khoury, Esq., Cohelan Khoury & Singer

"I am extremely happy with all that you have done with the administration of this matter. Excellent service, from start to finish, as to all matters and you stayed within budget! You don't know how happy that makes me. CPT is our #1 admin company. Please feel free to use me as a reference."

Denise M. Caprioli, Esq., McMillion & Hirtensteiner

"I routinely go back to CPT for class action services because they have proven over and over that they provide excellent service for a great value. When I hire CPT, I know that I can get instant, personal attention on any issue that comes up, and that my matter will be handled with the attention to detail that I expect. I like being able to call and reach people I trust."

Jeff Ames, Esq., Paul Plevin Sullivan & Connaughton

"I have used CPT successfully over the last four or five years on a variety of wage hour class action cases. I find them to be very professional class action administrators in their on-time delivery of work product, their great process of keeping counsel updated and their reasonable pricing. I will use them again."

Robert Yonowitz, Esq., Fisher & Phillips LLP

"Fast, friendly responses to all my questions. High quality work."

Patrick Stark, Esq., Ford, Walker, Haggerty, & Behar

"CPT can handle all aspects of our wage and hour class actions, from privacy opt out notices to administering claims. CPT handles these matters quickly and efficiently and always on budget."

Derek S. Sachs, Esq., Lewis Brisbois Bisgaard & Smith LLP

"It's one thing to retain a third-party administrator. It's another to retain professionals who communicate well and will go the extra mile to ensure that all parties are completely satisfied."

Joel P. Kelly, Esq., Jackson Lewis

"CPT is great, they have tremendous service, knowledgeable staff and make the experience seamless and efficient. I would recommend them for jobs big or small."

Eric B. Kingsley, Esq., Kingsley & Kingsley

"CPT is as professional as they come. Their team really goes the extra mile to work with you and your team. Do yourself a favor and get to know the CPT Group."

Brian S. Kabateck, Esq., Kabateck Brown Kellner, LLP

"On behalf of the defendants, we were extremely pleased with the service that CPT Group provided and would not hesitate using your services again."

Philip L. Ross, Esq., Littler Mendelson, P.C.

"I truly appreciate your patience and assistance on this. I will certainly recommend you and your company in the future when "class action administration" services are needed...it seems the administration part of the case has been handled with minimal headaches for me personally."

Rhonda Wolf, Esq. General Counsel, United Oil Company

"I have used CPT Group as a wage and hour class action administrator in several cases. On each occasion, CPT has been thorough, responsive, and efficient. I have enjoyed working with CPT and look forward to working with CPT in the future."

Howard Z. Rosen, Esq., Posner & Rosen LLP

"The administration of a class action settlement—even an uncomplicated one—involves a lot of moving parts, and there are a lot of companies that proclaim expertise in this field. But my "go to" claims/settlement administrator is CPT Group because they manage things seamlessly—which is something my Firm counts on. CPT anticipates and solves problems before they become big "issues." And they are all good people too."

Dylan Pollard, Esq., Pollard & Bailey

EXHIBIT C

CASE NAME: GILES V. CANUS CORPORATION

Date: June 21, 2023	<u>PAGA Disbursement Only</u>
Requesting Attorney: Allison Barnett	Aggrieved Employees: 160
Plaintiff or Defense: Plaintiff	Postage Total: \$120.20
Firm Name: Pingle Law	Grand Total: \$8,941.90
Telephone: (657) 514-7060	DISCOUNTED FLAT FEE: \$6,000.00
Email: abarnett@pinglelaw.com	

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout Administration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	1	\$95.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	1	\$150.00
TOTAL			\$340.00

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Call Center Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	32	\$96.00
TOTAL			\$396.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	160	\$32.00
TOTAL			\$467.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. From There, CPT will Mail an 8.5"x11" MICR Check and Notice to Valid Aggrieved Employees. CPT Uses a Payee Positive Pay System to Reconcile Checks Cash and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	16	\$13.60
Print & Mail Notice, Checks & 1099	\$3.00	160	\$480.00
First-Class Postage (up to 1 oz.)*	\$0.60	160	\$96.00
TOTAL			\$2,564.60

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates that 6% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process all Requests for Check Re-Issues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	10	\$5.00
Skip Trace for Best Address	\$1.00	9	\$9.00
Remail Undeliverable Checks	\$3.00	7	\$21.00
First-Class Postage (up to 1 oz.)	\$0.60	7	\$4.20
Re-Issue Checks as Required	\$5.00	2	\$10.00
First-Class Postage (up to 1 oz.)	\$0.60	2	\$1.20
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$3,055.40

*CPT will file Federal taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	34	\$5.10
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	3	\$15.00
First-Class Postage (up to 1 oz.)	\$0.58	3	\$1.74
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,118.90
GRAND TOTAL			\$8,941.90

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

- 2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
- 3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
- 4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
- 5. **Mutual Obligations.**

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties) from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

CASE NAME: GILES V. CANUS CORPORATION

Date: June 21, 2023

Requesting Attorney: Allison Barnett

Plaintiff or Defense: Plaintiff

Firm Name: Pingle Law

Telephone: (657) 514-7060

Email: abarnett@pinglelaw.com

PAGA Disbursement Only

Aggrieved Employees: 160

Postage Total: \$120.20

Grand Total: \$9,191.90

DISCOUNTED FLAT FEE: \$6,250.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout Administration. The Notice will be Translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	1	\$95.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	1	\$150.00
Spanish Translation	\$250.00	1	\$250.00
TOTAL			\$590.00

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Call Center Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	32	\$96.00
TOTAL			\$396.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	160	\$32.00
TOTAL			\$467.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. From There, CPT will Mail an 8.5"x11" MICR Check and Notice to Valid Aggrieved Employees. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	16	\$13.60
Print & Mail Notice, Checks & 1099	\$3.00	160	\$480.00
First-Class Postage (up to 1 oz.)*	\$0.60	160	\$96.00
TOTAL			\$2,564.60

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates that 6% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process all Requests for Check Re-Issues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	10	\$5.00
Skip Trace for Best Address	\$1.00	9	\$9.00
Remail Undeliverable Checks	\$3.00	7	\$21.00
First-Class Postage (up to 1 oz.)	\$0.60	7	\$4.20
Re-Issue Checks as Required	\$5.00	2	\$10.00
First-Class Postage (up to 1 oz.)	\$0.60	2	\$1.20
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$3,055.40

*CPT will file Federal taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	34	\$5.10
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	3	\$15.00
First-Class Postage (up to 1 oz.)	\$0.58	3	\$1.74
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,118.90
GRAND TOTAL			\$9,191.90

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

- If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.
- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
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7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination", Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
- Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; **provided, however,** that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party; (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties) from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT D

Giles v Canus and PGE
Summary of Damages for Class Members and PAGA Penalties for Aggrieved Employees

	Hrs / PP's	Damages / Penalties	Interest	Total
Class Wide Damages				
Unpaid Wages due to Regular Rate of Pay ²	5,693 PP's	\$2,221,862	\$225,371	\$2,447,233
Rest Break Damages ³	39,685 Shifts	\$2,649,755	\$185,114	\$2,834,870
Unreimbursed Business Expenses ⁷	2,297 Months	\$114,850	\$11,176	\$126,026
Total Damages		\$4,986,467	\$421,662	\$5,408,128
Statutory Penalties				
Waiting Time Penalties (LC 203) ⁴	70 Terminated EE's	\$ 1,429,641	n/a	\$ 1,429,641
Wage Statement Penalties (LC 226.3) ⁵	8,957 PP's	\$ 640,000	n/a	\$ 640,000
Total Statutory Penalties		\$ 2,069,641	n/a	\$ 2,069,641
Total Damages / Statutory Penalties		\$7,056,108	\$ 421,662	\$7,477,770
Civil Penalties				
LC 2699.5 for LC 203 ⁴	89 Terminated EE's	\$ 8,900	n/a	\$ 8,900
LC 226.3 for LC 226.3 ⁵	11,085 PP's	\$ 2,771,250	n/a	\$ 2,771,250
LC 2699.5 for LC 510 ²	7,042 PP's	\$ 704,200	n/a	\$ 704,200
LC 2699.5 for LC 512 / 226.7 - Rests ³	11,085 PP's	\$ 1,108,500	n/a	\$ 1,108,500
LC 2699.5 for LC 2802 ⁷	11,085 PP's	\$ 1,108,500	n/a	\$ 1,108,500
Total Civil Penalties		\$ 5,701,350	n/a	\$ 5,701,350
Total Liability		\$ 12,757,458	\$ 421,662	\$ 13,179,120

	Damage Period	Penalty Period
Total Employees ¹	160	180
Pay Periods ¹	8,957	11,085
Workweeks ¹	8,957	n/a
Shifts ¹	41,455	n/a
Start ¹	2/17/2021	9/15/2020
End ¹	1/19/2023	1/19/2023
Average Base Rate ⁶	\$66.77	n/a
Average Interest Rate ⁶	10%	n/a

Giles v Canus and PGE
Summary of Damages for Class Members and PAGA Penalties for Aggrieved Employees

1. Defense provided the number of employees (160) and number of workweeks or weekly pay periods (8,957) in the class period (assumes 2/17/2021 - 1/19/2023 due to a prior settlement). Defense also provided the number of employees (180) and number of pay periods (11,085) in the PAGA period (assumes 9/15/2020 - 1/19/2023).
2. The ST, OT and PT earnings are calculated using ST, OT, PT hours and rates columns in the pay data as the earnings columns are inaccurate per defense. In lieu Benefits (ILB), Union ILB, and Subsistence earnings are not included in the regular rate calculations on the pay period level. 92.5% of employees and 63.6% of pay periods have overtime or double time paid and additional remunerations. The damages are calculated as the differences between the earnings assuming overtime and double time premiums are paid at the regular rate incorporating ILB and Subsistence and the actual payout. PAGA penalties for L.C. 510 are calculated at \$100 for each violation and assume 63.5% of pay periods have underpaid overtime or double time due to regular rate.
3. The rest break analysis assumes 100% violation rate because employees could not leave the site and they were not instructed to take rest breaks. PAGA penalties for L.C. 226.7 are calculated at \$100 for each violation and assumes 100% of pay periods have a violation.
4. Based on the full-time equivalent employees and attrition rate in the class period, there would be estimated 70 terminated employees in the waiting time penalties period (assumes 2/17/2021 - 1/19/2023). The average shift length is 9.5 hours. Waiting Time Penalties are calculated assuming 70 terminated employees x 30 days x (8 hours per day x the average rate of pay + 1.5 hours per day x 1.5 x the average rate of pay). PAGA penalties for L.C. 203 are calculated at \$100 for each terminated employee in the PAGA period.
5. Wage Statement Penalties are calculated at \$50 for the initial violation and \$100 for each subsequent violation with a max of \$4,000 per employee (assumes 100% violation). PAGA penalties for L.C. 226.3 are calculated at \$250 for each violation and assumes 100% of pay periods have a violation.
6. The average hourly rate is \$66.77 and is based on the "ST Rate" in the pay data. Interest is calculated assuming 10% per year over the period from 2/17/2021 through 1/19/2023.
7. It is assumed there are unreimbursed cell phone and office expenses at \$50/month. PAGA penalties for L.C. 2802 are calculated at \$100 for each violation and assumes 100% of pay periods have a violation.

EXHIBIT E

Pingle & Briggs, PC

9550 Warner Ave., #250-06
Fountain Valley, CA 92708

Martinez Andre Giles

Date: 09/25/2024

Matter number: 42

Invoice number: 72

RE: Martinez Andre Giles v. Canus Corporation and
PG&E Corporation

Fees

Date	Staff	Services	Duration	Amount
06/02/2023	MCB	Review email from client with original complaint filed in Contra Costa County (42 pages)	0.10	
06/02/2023	MCB	Review email from client with forwarded email from former counsel Jeffrey Herman regarding upcoming status conference hearing.	0.10	
06/02/2023	MCB	Review email from client with Plaintiffs' Reply Brief in Support of Motion For Leave of Court to Withdraw as Counsel of Record for Plaintiff (9 pages)	0.20	
06/02/2023	MCB	Review Plaintiff's Objections To Evidence Submitted by Defendant in Support of Opposition to Motion for Leave of Court to Withdraw as Counsel of Record for Plaintiff (15 pages)	0.20	
06/02/2023	MCB	Review 42 page complaint	0.80	
06/02/2023	MCB	Call client regarding results of research regarding case. Left message to call me.	0.10	
06/02/2023	MCB	Communicate with client regarding update from research from case docket.	0.30	
06/03/2023	MCB	Research and review case docket regarding California Northern District Case#: 3:22-cv-03097-MMC.	0.20	
06/03/2023	MCB	Draft email to client regarding current status of case and next steps moving forward.	0.20	
06/03/2023	MCB	Respond to email from client regarding former counsel's email regarding the upcoming hearing regarding their motion to be relieved as counsel.	0.10	
06/05/2023	CP	Communicate with Matt Briggs regarding Giles case overview.	0.20	
06/05/2023	CP	Review 42 page class action complaint	0.90	
06/06/2023	MCB	Communicate with Corey Pingle re case prior to speaking with client	0.20	
06/06/2023	CP	Communicate with Matt Briggs re complaint prior to speaking with client	0.20	
06/06/2023	MCB	Communicate with client regarding upcoming hearing, case strategy regarding individual claim,	0.80	

		case strategy regarding class action claims and responding to inquiries.	
06/06/2023	CP	Communicate with client with Matt Briggs regarding case strategy	0.80
06/07/2023	MCB	Communicate with client respond to inquiries regarding upcoming hearing and individual claims.	0.30
06/08/2023	MCB	Communicate with client regarding upcoming hearing, motion to be relieved as counsel and substitution of attorney hearing and whether he wishes to appear.	0.10
06/12/2023	MCB	Communicate with previous counsel regarding upcoming motion to be relieved as counsel and our motion for substitution of attorney.	0.10
06/12/2023	MCB	Review email from client forwarded email from former counsel Sergio Julian Puche regarding upcoming dates June 22, 2023, due to former counsel's unavailability on June 15.	0.10
06/13/2023	MCB	Respond to email from Client regarding former counsel's lack of response to our attempts to discuss the case and substitution of attorney.	0.10
06/14/2023	MCB	Draft substitution of attorney form to file in Northern District	0.30
06/14/2023	MCB	Communicate with former counsel Sergio Julian Puche regarding our substitution of attorney form and a member of his firm signing it.	0.20
06/14/2023	MCB	Review email from client with forwarded email from previous counsel Sergio Julian Puche regarding tomorrow's hearing regarding former counsel's motion to be relieved as counsel.	0.10
06/14/2023	MCB	Draft email to prior counsel Sergio Julian Puche confirming conversation to sign substitution of attorney form to file in Northern District.	0.10
06/14/2023	MCB	Review email from Sergio Julian Puche with signed substitution of attorney form.	0.10
06/14/2023	MCB	Draft email to client updating him that we were able to speak with Sergio and they would be signing the substitution of attorney form.	0.10
06/14/2023	MCB	Draft email to client with substitution of attorney form to sign.	0.20
06/14/2023	MCB	Review email from Sergio Julian Puche regarding upcoming hearing tomorrow with zoom login information.	0.10
06/14/2023	MCB	File motion for substitution of attorney with Northern District.	0.20
06/14/2023	MCB	Review email from Northern District confirming filing of substitution of attorney form.	0.10
06/14/2023	MCB	Draft email to Sergio regarding confirmation of filing of substitution of attorney form.	0.10
06/14/2023	MCB	Review email from former counsel Sergio Julian Puche regarding receipt of substitution of attorney form filed with Northern District.	0.10
06/15/2023	MCB	Prepare for and attend hearing re motion to enforce settlement agreement, motion to be relieved as counsel and motion for substitution of attorney.	1.10

06/15/2023	CP	Review memorandum of understanding to determine best steps forward and possibility of client wanting to sign	0.70
06/15/2023	MCB	Calendar next case management hearing November 3, 2023.	0.10
06/15/2023	MCB	Review minute entry for today's hearing.	0.10
06/15/2023	MCB	Calendar our response due to Defendant's motion to enforce if no signed memorandum of understanding is signed.	0.10
06/15/2023	CP	Review memorandum of understanding	0.60
06/15/2023	AB	Contact class action companies provided to me by CP and MCB Epiq, SSI, CPT Group	0.70
06/15/2023	MCB	Follow up call with opposing counsel to Canus Corporation Anthony Ocegura regarding next steps in litigation, Memorandum of Understanding, and individual settlement agreement.	0.20
06/15/2023	MCB	Review court's Order granting our motion for substitution of attorney.	0.10
06/15/2023	MCB	Communicate with opposing counsel Josh Kienitz regarding status of case continuing litigation, memorandum of understanding, and individual settlement agreement.	0.10
06/15/2023	MCB	Review order regarding motion for leave of court to withdraw as counsel of record for Plaintiff's prior counsel.	0.10
06/15/2023	MCB	Draft introductory email to opposing counsel Joshua Kientiz following the hearing. Request for conference call with opposing counsel Anthony Ocegura early next week.	0.20
06/15/2023	MCB	Draft email to opposing counsel Josh Kienitz regarding continuing litigation, client's position regarding signing the memorandum of understanding, and client's individual claims.	0.20
06/15/2023	MCB	Telephone call with client and Corey Pingle discussing today's hearing and next steps to resolve individual claims within the memorandum of understanding and relating to the class action.	0.20
06/15/2023	CP	Communicate with Matt Briggs and client regarding next steps post hearing and strategy moving forward	0.20
06/15/2023	MCB	Draft email to client regarding results from today's hearing.	0.10
06/15/2023	MCB	Review email from opposing counsel Josh Kienitz regarding Defendant Pacific Gas & Electric's position regarding signing memorandum of understanding and previous correspondence regarding client's individual claims.	0.20
06/15/2023	MCB	Review email from opposing counsel Josh Kienitz to previous counsel Nick DeBlouw regarding memorandum of understanding, individual and long form settlement agreements.	0.10
06/15/2023	CP	Review email from Opposing Counsel re next steps post hearing and MOU	0.10

06/15/2023	MCB	Communicate with Corey Pingle regarding status of hearing.	0.10
06/15/2023	CP	Communicate with Matt Briggs re hearing	0.10
06/15/2023	MCB	Draft follow up email to opposing counsel Josh Kienitz memorializing our conversation concerning client's concerns over individual claims, memorandum of understanding and next steps with litigation.	0.20
06/16/2023	MCB	Review email from opposing counsel Josh Kienitz requesting we include opposing counsel for Canus in all correspondence.	0.10
06/16/2023	CP	Review email from Josh Kienitz regarding hiring of Giles	0.10
06/16/2023	CP	Review email from Josh that included communications between him and former counsel regarding the MOU	0.20
06/16/2023	MCB	Communicate with client regarding memorandum of understanding.	0.10
06/19/2023	MCB	Left message with opposing counsel for Canus Corp Anthony Ocegura regarding terms of memorandum of understanding and individual settlement agreement.	0.10
06/19/2023	MCB	Telephone call with opposing counsel for Pacific Gas & Electric Josh Kienitz regarding conference call later today with Anthony Ocegura.	0.10
06/19/2023	MCB	Draft email to opposing counsel Josh Kienitz memorializing message from earlier in the day regarding a conference with Anthony Ocegura concerning the memorandum of understanding.	0.10
06/19/2023	MCB	Review email from Anthony Ocegura setting conference call for 3:00p.m. today.	0.10
06/19/2023	CP	Review email from Anthony regarding availability to speak.	0.10
06/19/2023	MCB	Review email from opposing counsel Josh Kienitz confirming 3:00pm conference call.	0.10
06/19/2023	MCB	Communicate with Corey Pingle regarding conference call strategy	0.20
06/19/2023	CP	Communicate with Matt Briggs regarding conference call strategy	0.20
06/19/2023	CP	Conference call with Opposing counsel regarding MOU	0.30
06/19/2023	MCB	Left message with opposing counsel Anthony Ocegura regarding our conference call with opposing counsel for Pacific Gas and Electric Josh Kienitz concerning memorandum of understanding.	0.10
06/19/2023	MCB	Conference call with opposing counsels for Pacific Gas & Electric and Canus Corp. regarding memorandum of understanding.	0.30
06/20/2023	MCB	Review email from opposing counsel Josh Kienitz regarding revised terms of memorandum of understanding and individual settlement agreement.	0.10
06/20/2023	MCB	Communicate with Corey Pingle regarding email from Josh Kienitz regarding revised terms	0.20

		memorandum of understanding and individual settlement agreement.	
06/20/2023	CP	Communicate with Matt Briggs re MOU language prior to speaking with client	0.20
06/20/2023	MCB	Draft email to client regarding updated language to memorandum of understanding and individual settlement agreement.	0.10
06/20/2023	MCB	Left message with client regarding updated language and to discuss strategy for individual settlement agreement and memorandum of understanding.	0.10
06/20/2023	CP	Communicate with client re MOU	0.30
06/20/2023	MCB	Communicate with client regarding updated language and to discuss strategy for individual settlement agreement and memorandum of understanding.	0.30
06/20/2023	AB	respond to email/answer questions from CPT Group re class action	0.20
06/20/2023	MCB	Review email from client with letter dated September 17, 2021, from Pacific Gas & Electric regarding status of client's employment as ineligible.	0.10
06/20/2023	MCB	Draft email to client regarding terms of the memorandum of understand and individual settlement agreement.	0.20
06/20/2023	CP	Review email from Opposing Counsel re MOU	0.10
06/21/2023	CP	Review letter from PGE not allowing client to work	0.10
06/21/2023	MCB	Communicate with client and Corey Pingle regarding proposed terms of memorandum of understanding and individual settlement agreement.	0.20
06/21/2023	CP	Research regarding class action administrator Settlement services Inc	0.30
06/21/2023	MCB	Draft email to Josh Kienitz regarding proposed changes to memorandum of understanding and individual agreement.	0.20
06/21/2023	MCB	Draft email with revised memorandum of understanding and individual settlement agreement.	0.20
06/21/2023	CP	Send email to settlement services regarding class action information	0.10
06/21/2023	MCB	Draft email to client with proposed language for revised memorandum of understanding and individual settlement agreement.	0.10
06/22/2023	CP	Review email from settlement services regarding class action inquiry	0.10
06/22/2023	CP	Communicate with Matt Briggs and client re MOU	0.20
06/22/2023	MCB	Review email from Josh Kienitz regarding response to proposed terms of memorandum of understanding and individual settlement agreement.	0.10
06/22/2023	MCB	Review email from Anthony Ocegura regarding proposed revisions to terms of memorandum of understanding and individual settlement agreement.	0.10
06/22/2023	MCB	Draft email to opposing counsels regarding setting a conference call to discuss proposed revisions to memorandum of understanding and individual settlement agreement.	0.10

06/22/2023	MCB	Communicate with client regarding opposing counsel's revised terms to memorandum of understanding and individual settlement agreement	0.20
06/22/2023	CP	Communicate with Matt and Client regarding changes in the MOU	0.20
06/22/2023	MCB	Left message with Josh Kienitz regarding setting conference call to discuss the proposed revised terms to the memorandum of understanding and individual settlement agreement.	0.10
06/23/2023	MCB	Review email from Josh Kienitz confirming conference call.	0.10
06/23/2023	MCB	Review email from Anthony Ocegura confirming conference call at 3:00P.M.	0.10
06/23/2023	CP	Conference call with client and Matt Briggs regarding changes in the MOU and hiring with PGE	0.30
06/23/2023	MCB	Conference call with opposing counsel for Defendants Pacific Gas & Electric and Canus Corporation regarding the proposed revisions to the memorandum of understanding and individual settlement agreement.	0.40
06/23/2023	CP	Communicate with Opposing Counsel regarding the MOU	0.40
06/23/2023	CP	Review email from Anthony regarding changes to the MOU	0.10
06/23/2023	CP	Review email from Josh regarding changes to the MOU	0.10
06/23/2023	MCB	Conference call with client and Corey Pingle regarding proposed changes to memorandum of understanding and individual settlement agreement.	0.30
06/23/2023	MCB	Review email from opposing counsel Anthony Ocegura confirming conference call conversation and advising he would speak with his client and get back with us.	0.10
06/24/2023	MCB	Review email from Josh Kienitz confirming conference call conversation, and that he will speak with his client.	0.10
06/26/2023	CP	Review email from Josh regarding changes in the MOU	0.10
06/26/2023	MCB	Review email from opposing counsel Anthony Ocegura regarding proposed agreement, changes to memorandum of understanding.	0.10
06/28/2023	MCB	Review email from Josh Kienitz confirming agreement of the proposed changes to the memorandum of understanding.	0.10
06/28/2023	MCB	Draft email to opposing counsels that an additional term be added to the memorandum of understanding that the motion to enforce will be removed from calendar.	0.10
06/28/2023	MCB	Review email from Anthony Ocegura agreeing to remove the motion to enforce from calendar once Memorandum of Understanding is signed.	0.10
06/28/2023	MCB	Review email from Anthony Ocegura with revised memorandum of understanding.	0.30
06/28/2023	MCB	Revise memorandum of understanding.	0.40

06/28/2023	MCB	Draft email to opposing counsel with revisions to memorandum of understanding.	0.10
06/28/2023	CP	Review email from Opposing Counsel re changes to the MOU	0.10
06/28/2023	CP	Review redlined MOU	0.20
06/29/2023	CP	Review email from Opposing Counsel Josh re changes to the MOU	0.10
06/29/2023	MCB	Review email from Anthony confirming receipt of email with edits to Memorandum of Understanding.	0.10
06/29/2023	MCB	Review email from Corey A. Pingle to Anthony Oceguela regarding receipt of our edits to memorandum of understanding.	0.10
06/29/2023	MCB	Review email from Anthony to Corey in response to Corey's email confirming receipt of Corey's email and providing edits.	0.10
06/29/2023	CP	Send email to Opposing Counsel re changes to the MOU	0.10
06/29/2023	MCB	Review email from Josh Kienitz regarding approval of revision to Memorandum of Understanding.	0.10
06/29/2023	MCB	Review email from Josh Kienitz confirming approval of our proposed edits to the memorandum of understanding.	0.10
06/30/2023	CP	Review email from Josh re accepting revisions to the MOU	0.10
06/30/2023	MCB	Email from Anthony confirming approval of memorandum of understanding's edits, Josh's confirming of edits to him via text and confirming receipt of signature of memorandum of understanding.	0.10
06/30/2023	MCB	Draft email to Anthony with proposed edits in response to his email stating that his server was bouncing emails.	0.10
06/30/2023	MCB	Draft email to opposing counsels with finalized PDF version of the memorandum of understanding to sign.	0.10
06/30/2023	MCB	Review email from Anthony confirming receipt of finalized memorandum of understanding.	0.10
06/30/2023	MCB	Left message with client regarding finalized version of memorandum of understanding.	0.10
06/30/2023	MCB	Draft email to client with copy of finalized memorandum of understanding to sign.	0.10
06/30/2023	MCB	Communicate with client regarding terms of memorandum of understanding and signature.	0.40
06/30/2023	CP	Communicate with client and Matt Briggs re MOU and what it means	0.40
06/30/2023	MCB	Review email from Anthony regarding status of our client's signature.	0.10
06/30/2023	MCB	Communicate with client regarding memorandum of understanding and answer questions following his review of the document.	0.20
06/30/2023	MCB	Draft email to opposing counsels regarding update as to Client's signature.	0.10
06/30/2023	MCB	Review executed memorandum of understanding from client.	0.10

06/30/2023	MCB	Draft email to opposing counsels with copy of memorandum of understanding signed by client.	0.10
07/04/2023	MCB	Telephone call with client addressing next steps in case.	0.20
07/06/2023	MCB	Review email from Josh Kienitz with signed memorandum of understanding from Defendant Representative Delia Guevara, Chief Counsel – Litigation, who attended mediation on PG&E's behalf.	0.10
07/06/2023	MCB	Respond to email from Josh with fully executed memorandum of understanding from Pacific Gas & Electric and agree to take motion to enforce settlement agreement off calendar.	0.10
07/06/2023	MCB	Review email from Anthony, confirming receipt of fully executed memorandum of understanding and agreeing the motion to enforce settlement is no longer necessary.	0.10
07/06/2023	MCB	Draft email to opposing counsels regarding proposed timeline to draft motion for preliminary approval and long form.	0.20
07/06/2023	MCB	Review email from Anthony confirming timeline for class settlement agreement, and motion for preliminary approval.	0.10
07/06/2023	MCB	Research regarding requirements for class action settlement agreement in federal court.	0.60
07/07/2023	MCB	Begin drafting long form settlement agreement pursuant to terms specified in memorandum of understanding	1.20
07/10/2023	MCB	Continue drafting class action settlement agreement and notice pursuant to memorandum of understanding signed by parties.	1.10
07/11/2023	CP	Review long form agreement drafted by Matt Briggs	0.80
07/11/2023	MCB	Communicate with Corey Pingle re changes to long form agreement	0.30
07/11/2023	CP	Communicate with Matt Briggs re long form agreement and potential changes	0.30
07/17/2023	MCB	Draft email to opposing counsels with draft settlement agreement, including request for additional information needed for class settlement agreement: agreement to Settlement Administrator, confirmation of ambiguous terms in Memorandum of Understanding concerning Defendants, and confirmation of completion of individual settlement for Mr. Giles individual claims.	0.30
07/17/2023	AB	Respond to email/answer questions from SSI/Epiq re class action	0.10
07/17/2023	MCB	Review email from Anthony Oceguela regarding review of proposed class settlement agreement and notice.	0.10
07/17/2023	MCB	Draft email to opposing counsel Anthony Oceguela in response to his email concerning timeline for informal discovery produced in mediation.	0.10
07/18/2023	CP	Review email from Anthony regarding settlement agreement	0.10

07/18/2023	MCB	Research regarding motion for preliminary approval of class settlement.	0.40
07/18/2023	MCB	Draft outline of motion for preliminary approval of class settlement.	0.80
07/19/2023	MCB	Review email from Corey Pingle with edits to individual settlement agreement.	1.00
07/19/2023	MCB	Review email from opposing counsel Anthony Oceguela regarding approval of edits from Corey A. Pingle.	0.10
07/20/2023	MCB	Review email from Corey Pingle confirming acceptance of changes to individual settlement agreement with all opposing counsel.	0.10
07/21/2023	MCB	Review email from opposing counsel Josh Kienitz confirming changes to individual settlement agreement	0.10
07/21/2023	MCB	Review email from Josh Kienitz regarding finalized version of the individual settlement agreement and providing PGE signatures.	0.10
07/21/2023	MCB	Review email from opposing counsel for Canus Corp, Allison Korgan with finalized individual agreement.	0.10
07/21/2023	MCB	Finalize class action settlement agreement pursuant to memorandum of understanding.	1.20
07/27/2023	MCB	Communicate with client regarding concerns over proposed settlement agreement.	0.20
07/27/2023	MCB	Review email from Anthony regarding status of client's signature.	0.10
07/28/2023	MCB	Draft email to opposing counsels with signed individual settlement agreement.	0.10
07/28/2023	MCB	Review email from Anthony confirming receipt of individual settlement agreement and providing status of his client's signatures.	0.10
07/31/2023	MCB	Review email from Anthony with Canus signatures to individual settlement agreement.	0.10
08/01/2023	MCB	Review email from opposing counsel Josh Kienitz with final settlement for individual claims signed by Defendant Pacific Gas & Electric.	0.10
08/01/2023	MCB	Review email from Anthony regarding firm change and change in email.	0.10
08/01/2023	MCB	Review email from Anthony regarding status of long form settlement agreement and whether additional documentation is needed.	0.10
08/01/2023	MCB	Draft email to Anthony confirming required documentation to proceed with long form settlement agreement.	0.10
08/02/2023	MCB	Review email from opposing counsel Anthony Oceguela agreeing to produce requested documents to complete the long form settlement agreement.	0.10
08/02/2023	MCB	Draft email to Anthony regarding timeline for documentation and whether an extension for the long form is agreeable to Defendants.	0.20
08/02/2023	MCB	Review email from Anthony with timeline for production of documents.	0.10

08/02/2023	MCB	Review email from Allison Korgan with production of Canus' payroll documents for the class.	0.10
08/02/2023	MCB	Review payroll documents (pages 1-120/1600 pages	0.90
08/11/2023	MCB	Review Canus production of documents 121-240/1600.	1.10
08/12/2023	MCB	Review Canus production of documents 241-360/1600.	1.20
08/12/2023	MCB	Review Canus production of documents 361-480/1600.	1.10
08/13/2023	MCB	Review Canus production of documents 481-600/1600.	1.00
08/14/2023	MCB	Review Canus production of documents 601-720/1600.	0.90
08/14/2023	MCB	Review Canus production of documents 721-840/1600.	1.10
08/15/2023	MCB	Review Canus production of documents 841-960/1600.	0.90
08/15/2023	MCB	Review Canus production of documents 961-1080/1600.	0.90
08/16/2023	MCB	Review Canus production of documents 1081-1200/1600.	1.10
08/16/2023	MCB	Review Canus production of documents 1201-1320/1600.	1.10
08/17/2023	MCB	Review Canus production of documents 1321-1440/1600.	0.90
08/17/2023	MCB	Review Canus production of documents 1441-/1600.	1.50
09/11/2023	MCB	Research case law in support of motion for preliminary approval of class settlement agreement.	0.80
09/12/2023	MCB	Email Alison Barnett regarding table of contents and table of authorities for motion for preliminary approval of class settlement.	0.10
09/12/2023	MCB	Continue drafting motion for preliminary approval of settlement agreement.	3.20
09/18/2023	MCB	Continue drafting motion for preliminary approval of class settlement.	1.20
09/20/2023	MCB	Draft email to prior counsel Jeffrey Herman regarding documentation from expert in support of damages, time records in support of hours worked on this case and declaration in support of the hours worked on this case.	0.10
09/20/2023	MCB	Draft email to prior counsel Sergio Puche regarding documentation from expert in support of damages, time records in support of hours worked on this case and declaration in support of the hours worked on this case.	0.10
09/20/2023	MCB	Communicate with former counsel Sergio Puche regarding upcoming motion for preliminary approval of class settlement and documents in support of motion: damages report, hours, and declaration.	0.20
09/21/2023	MCB	Draft email to Sergio requesting prior counsel provide expert report pursuant to California Rules of Professional Responsibility 1.16(e).	0.30

09/21/2023	MCB	Draft email to opposing counsel requesting extension to complete motion for preliminary approval of class settlement.	0.20
09/21/2023	MCB	Review email from Anthony granting extension to complete preliminary approval of class settlement.	0.10
09/21/2023	MCB	Review email from Anthony granting extension to complete preliminary approval of class settlement.	0.10
09/21/2023	CP	Review email from Josh regarding an extension	0.10
09/22/2023	MCB	Review email from former counsel Sergio Puche with damages report from expert at mediation.	0.10
09/22/2023	MCB	Finalize draft of motion for preliminary approval of class settlement.	1.10
09/22/2023	CP	Review summary of damages of class action	0.20
09/25/2023	MCB	Begin drafting declaration in support of motion for preliminary approval of class settlement.	0.80
09/26/2023	MCB	Continue drafting declaration in support of motion for preliminary approval	1.10
09/27/2023	CP	Review declaration to of preliminary approval and make potential changes	0.70
10/02/2023	CP	Communicate with AI Barnett regarding data security for class members with class administrators	0.20
10/03/2023	CP	Review email from CPT group re how they handle class members information	0.10
10/19/2023	CP	Communicate with Matt Briggs regarding response from Epiq Class Action	0.10
10/20/2023	CP	Communicate with AI Barnett regarding the quote from Settlement Services	0.10
10/20/2023	CP	Review email from Settlement Services to be the administrator of the class action lawsuit	0.30
10/25/2023	CP	Review email from Anthony regarding Joint Case Management Conference report	0.10
10/25/2023	MCB	Review email from opposing counsel, Anthony Oceguela regarding status of motion for preliminary approval.	0.10
10/25/2023	MCB	Respond to Anthony's email concerning status of preliminary approval motion.	0.10
10/25/2023	MCB	Review email from Anthony in response to our status update concerning the motion for preliminary approval of the class settlement.	0.10
10/25/2023	MCB	Review email from Anthony Oceguela regarding upcoming hearing, updated joint status conference and updated joint status report requesting 30-day extension for next hearing.	0.30
10/25/2023	CP	Communicate with Matt Briggs that I have no changes to the report	0.10
10/25/2023	MCB	Draft email to Anthony approving changes to joint status report and confirming adding my signature.	0.10
10/25/2023	MCB	Review email from Josh Kienitz regarding approval of updated Joint Status Report.	0.10
10/25/2023	CP	Review email from Josh regarding approval of report	0.10
10/26/2023	MCB	Continue drafting class settlement agreement, motion for preliminary approval of class settlement and declaration in support of motion for finalization of motion.	1.10

10/27/2023	MCB	Finalize class settlement agreement, motion for preliminary approval of class settlement and declaration in support of motion.	2.20
10/28/2023	MCB	Draft motion for preliminary approval of class settlement, class settlement agreement with notice and declaration in support of motion for preliminary approval of class settlement to opposing counsel for review.	0.20
10/28/2023	MCB	Review email from Anthony Ocegura confirming receipt of email with motion, settlement agreement and declaration.	0.10
10/31/2023	MCB	Review Order from Northern District rescheduling case management conference to December 8, 2023.	0.10
10/31/2023	MCB	Forward email order rescheduling case management conference to paralegal Alison Barnett to update calendar.	0.10
11/03/2023	CP	Review email from Anthony regarding proposed edits to the settlement agreement	0.10
11/03/2023	MCB	Draft email to opposing counsels regarding review of motion, settlement agreement and declaration and whether any edits to consider.	0.10
11/03/2023	MCB	Review email from opposing counsel Anthony Ocegura with edits to our proposed motion.	0.10
11/03/2023	CP	Review redlines changes from Anthony	0.20
11/03/2023	MCB	Revise class settlement agreement pursuant to edits provided by Anthony Ocegura.	0.40
11/03/2023	MCB	Review email from opposing counsel Josh Kienitz confirming edits to proposed motion.	0.10
11/03/2023	MCB	Review proposed edits from Anthony to our motion for preliminary approval of class settlement.	0.30
11/03/2023	MCB	Draft email to opposing counsel confirming receipt of edits and providing final version on Monday.	0.10
11/10/2023	CP	Review case file to determine next steps	0.10
11/10/2023	CP	Communicate with Matt Briggs regarding proposed edits from Defendants	0.20
11/15/2023	MCB	Review email from opposing counsel Anthony Ocegura regarding receipt of edits and any changes.	0.10
11/16/2023	CP	Communicate with the parties that we approve the edits	0.10
11/16/2023	CP	Communicate with client re asking for a redacted settlement agreement	0.10
11/16/2023	CP	Redact the agreement and send to client	0.20
11/16/2023	CP	Communicate with client regarding case status and individual settlement agreement	0.40
11/16/2023	CP	Communicate with local union rep for Giles re working and next steps with PGE	0.30
11/17/2023	MCB	Draft email to opposing counsel of final version of class settlement agreement to circulate for signature.	0.10
11/17/2023	MCB	Review email from Anthony Ocegura confirming receipt of our final settlement agreement.	0.10

11/17/2023	MCB	Review email from opposing counsel Allison Korgan with edits to class settlement agreement.	0.10
11/17/2023	CP	Review email from Alison Korgan re typo in the agreement	0.10
11/17/2023	CP	Review settlement agreement to confirm typo	0.10
11/17/2023	MCB	Review email from Allison Barnett with revised class settlement with edits completed from Allison Korgan.	0.10
11/21/2023	MCB	Review email from opposing counsel Anthony Oceguela regarding status of client's signature for class action settlement agreement.	0.10
11/21/2023	MCB	Respond to opposing counsel Anthony Oceguela's email regarding status of client's signature to class settlement agreement. Lack of response from client.	0.10
11/21/2023	CP	Review email from Anthony regarding update on the agreement	0.10
11/27/2023	MCB	Review email from opposing counsel Anthony Oceguela regarding potential need for motion to enforce Memorandum of Understanding and settlement agreement if client doesn't sign.	0.10
11/27/2023	MCB	Communicate with client and Corey Pingle regarding status of class settlement agreement.	0.60
11/27/2023	CP	Communicate with client and Matt Briggs re settlement agreement.	0.60
11/30/2023	MCB	Review email from Anthony Oceguela regarding timeline to obtain signature before filing motion to enforce settlement agreement.	0.10
11/30/2023	MCB	Review email from opposing counsel Allison Korgan with draft joint case management statement for review.	0.10
12/01/2023	CP	Review case management conference statement	0.30
12/01/2023	CP	Review email from Alison Korgan re Joint case management conference statement	0.10
12/01/2023	MCB	Communicate with client regarding status of class settlement agreement	0.30
12/01/2023	CP	Send email to Opposing Counsel regarding review the statement and response	0.10
12/01/2023	CP	Review email from Joshua regarding e-signature.	0.10
12/01/2023	CP	Communicate with Matt Briggs re statement and having no changes	0.10
12/03/2023	MCB	Draft email to client regarding the settlement agreement, court's actions due to delays and next steps in litigation.	0.30
12/04/2023	CP	Review signed agreement from client	0.10
12/04/2023	CP	Review email from Anthony confirming receipt of signed agreement.	0.10
12/05/2023	CP	Review email from Anthony regarding fully executed agreement	0.10
12/08/2023	MCB	Attend Case Management Conference	0.50
12/08/2023	MCB	Review email from Anthony Oceguela with proposed edits to preliminary approval of class settlement.	0.20

12/08/2023	MCB	Review email from opposing counsel Josh with suggested citations for motion for preliminary approval.	0.20
12/11/2023	MCB	Review case law in support of motion pursuant to opposing counsel's proposed edits to motion.	1.10
12/12/2023	MCB	Revise motion for preliminary approval in conjunction with edits from opposing counsel and supporting caselaw research.	1.20
12/13/2023	MCB	Continue revising motion for preliminary approval in conjunction with edits from opposing counsel and supporting caselaw research.	1.10
12/15/2023	MCB	Communicate with former counsel Sergio Puche regarding hours for lodestar and declaration as discussed with Jeff.	0.10
12/15/2023	MCB	Review email from Sergio confirming our conversation earlier this morning to provide hours of attorney's working on the case.	0.10
12/15/2023	CP	Research regarding potential class action administrators online	0.60
12/18/2023	MCB	Research similar class actions for motion for preliminary approval of class action.	0.50
12/18/2023	MCB	Revise draft motion for preliminary approval of class settlement; preliminary class certification.	1.70
12/19/2023	CP	Review draft motion for preliminary approval to determine if any changes are needed	0.60
12/19/2023	AB	Phone call and email with Ryan from CPT group re class action	0.20
12/19/2023	MCB	Draft declaration for prior counsel in support of hours worked on this case.	0.40
12/20/2023	MCB	Draft email to Sergio with draft declaration in support of his firm's hours worked on this matter.	0.10
12/20/2023	MCB	Review email from Sergio regarding status of hours.	0.10
12/20/2023	MCB	Review email from prior counsel AJ in response to my email regarding a declaration in support of hours expended in this matter.	0.10
12/20/2023	MCB	Review proposed order for motion for preliminary approval.	0.30
12/21/2023	CP	Review email from Anthony re enforcement of the MOU	0.10
12/21/2023	CP	Review email from Alison Korgan re e-signature.	0.10
12/21/2023	MCB	Review email from Anthony confirming receipt of approvals from parties to file joint status report with court.	0.10
12/21/2023	MCB	Finalize notice, memorandum, declaration and exhibits for filing.	2.90
12/22/2023	CP	Communicate with Matt Briggs regarding Points and Authorities	0.10
12/22/2023	CP	Review and revise Memorandum of Points and Authorities for Settlement Approval	1.40
12/22/2023	MCB	Review edits to memorandum of points and authorities from Corey A. Pingle and revise memorandum accordingly.	0.40
12/22/2023	MCB	Draft order in support of motion for preliminary approval of class settlement agreement.	0.50

12/22/2023	MCB	Finalize table of contents and table of authorities.	1.20
01/26/2024	MCB	Review email from Northern District Court regarding Further Status Conference for February 23, 2024.	0.10
01/26/2024	MCB	Travel to California Northern District from Sacramento for preliminary settlement approval hearing.	1.80
01/26/2024	MCB	Attend preliminary class settlement approval hearing.	3.00
01/26/2024	MCB	Review email from opposing counsel Josh Kienitz regarding next steps with motion for preliminary approval.	0.30
01/26/2024	MCB	Review email from opposing counsel Anthony Ocegura responding to Josh Kienitz's email regarding next steps with case.	0.10
01/26/2024	MCB	Travel from California Northern District to Sacramento.	1.70
01/26/2024	MCB	Review email from court regarding Minute entry for today's proceedings.	0.10
01/31/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding update as to case and joint status report.	0.10
02/08/2024	MCB	Review email from opposing counsel regarding updated settlement agreement.	0.10
02/08/2024	MCB	Respond to email from opposing counsel regarding updated status conference hearing and settlement agreement.	0.10
02/12/2024	MCB	Revise Class Settlement per January hearing notes from Judge.	4.40
02/19/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding upcoming status conference	0.10
02/26/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding upcoming status conference	0.10
03/08/2024	MCB	Email from opposing counsel regarding updated settlement agreement and draft motion for preliminary approval.	0.10
03/08/2024	MCB	Response to opposing counsel regarding revised settlement agreement and draft motion.	0.10
03/13/2024	MCB	Review email from Northern District Clerk regarding April 26, 2024, hearing being converted to zoom hearing.	0.10
04/17/2024	MCB	Review email from Northern District Clerk, reset hearing to May 17, 2024.	0.10
04/17/2024	MCB	Revise motion for preliminary approval of class settlement. Review case law in support of class representative bonus.	0.30
05/03/2024	MCB	Review email from opposing counsel regarding update as to settlement agreement and motion.	0.10
05/03/2024	MCB	Respond to opposing counsel's email regarding draft settlement agreement and motion for preliminary approval, preparing for trial in Riverside, working on drafts.	0.10
05/03/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding joint status report.	0.10

05/09/2024	MCB	Review Northern District website to draft Joint Status report.	0.40
05/09/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding receipt of my email.	0.10
05/10/2024	MCB	Draft email to opposing counsels regarding draft joint status report.	0.20
05/10/2024	MCB	Draft Joint Status Report	0.50
05/16/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding joint status report.	0.10
05/16/2024	MCB	Draft email to opposing counsel regarding case management statement.	0.10
05/16/2024	MCB	Review email from opposing counsel Josh Kienitz regarding joint status report.	0.10
05/16/2024	MCB	Review email from opposing counsel Anthony Oceguela confirming joint status report.	0.10
05/16/2024	MCB	Review email from opposing counsel Anthony Oceguela Josh Kienitz regarding settlement agreement.	0.10
05/16/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding confirming settlement agreement.	0.10
05/16/2024	MCB	File Joint Status Report with Northern District.	0.20
05/16/2024	MCB	Email with Alison Barnett regarding revising declaration for motion for preliminary approval of class settlement.	0.10
05/17/2024	MCB	Giles-Attend Status Conference	1.10
05/20/2024	MCB	Review email from Northern District regarding further case status conference October 11, 2024	0.10
06/12/2024	MCB	Giles-Revise Memorandum of points and authorities in support of motion for preliminary class action approval	2.50
06/13/2024	MCB	Giles - Review Amaro v. Anaheim Arena Management, LLC regarding reasonableness of settlement	0.30
06/17/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding status of motion for preliminary approval of class action.	0.10
07/03/2024	MCB	Giles- revise Memorandum of Points and Authorities and Declaration in support thereof.	1.10
07/03/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding status of motion.	0.10
07/03/2024	MCB	Respond to email from opposing counsel Anthony Oceguela regarding motion.	0.10
07/03/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding status for motion.	0.10
07/03/2024	MCB	Respond to email from opposing counsel Anthony Oceguela regarding status of motion for preliminary approval of class action.	0.20
07/03/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding settlement and motion for preliminary approval of class action.	0.10
07/03/2024	MCB	Review email from opposing counsel Josh Kientiz regarding approval of settlement and motion for preliminary approval of class action.	0.10

07/06/2024	MCB	Draft email to Leah Kology regarding shepardizing case law in motion for preliminary approval of class action.	0.10
07/06/2024	MCB	Revise memorandum of points and authorities-fairness of settlement. Review Linney v. Cellular Alaska Partnership 151 F. 3d 1234	0.50
07/07/2024	MCB	Revise memorandum of points and authorities in support of motion for preliminary approval of class action settlement.	0.70
07/08/2024	MCB	Review email from Leah Kology regarding shepardizing case law in motion and declaration.	0.10
07/08/2024	LK	Shepardize Case Law	1.10
07/08/2024	MCB	Draft email to opposing counsel regarding proposed revised settlement agreement and memorandum of points and authorities in support of motion for preliminary approval of class action settlement.	0.20
07/09/2024	MCB	Draft email to Leah Kology regarding revising formatting of motion.	0.10
07/09/2024	LK	Formatted and edited declaration of Matthew C Briggs for Motion for preliminary approval of class action.	1.00
07/09/2024	MCB	Revise memorandum of points and authorities, declaration in support of motion and settlement agreement.	1.90
07/09/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding receipt of proposed settlement agreement and motion.	0.10
07/10/2024	MCB	Review email from opposing counsel Josh Kienitz regarding revisions to settlement agreement.	0.10
07/10/2024	LK	Revise formatting of motion for Preliminary Approval of class action settlement.	3.30
07/10/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding revisions from Josh Kienitz and revisions to motion.	0.10
07/10/2024	MCB	Revise settlement agreement per Josh Kienitz's recommendations regarding social security numbers.	0.50
07/17/2024	MCB	Communicate with client regarding revised settlement agreement.	0.20
07/25/2024	MCB	Draft email to opposing counsel Anthony Ocegura regarding status of revisions to motion.	0.10
07/31/2024	MCB	Review email from opposing counsel Josh Kienitz regarding approval of Canus' arguments to add to motion for preliminary approval of settlement agreement.	0.10
07/31/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding proposed amendments to motion to include defense's position regarding claims.	0.50
08/12/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding status of signed settlement agreement.	0.10
08/13/2024	MCB	Email Leah Kology regarding revised declaration.	0.10

08/20/2024	MCB	Communicate with client regarding revised settlement agreement.	0.30
08/20/2024	MCB	Communicate with client regarding revised settlement agreement.	0.20
08/21/2024	MCB	Email client regarding status of settlement agreement.	0.10
08/22/2024	MCB	Communicate with client regarding revised settlement agreement.	0.10
08/27/2024	MCB	Communicate with client regarding revised settlement agreement.	0.10
08/27/2024	MCB	Revise settlement agreement	0.20
09/03/2024	MCB	Review and revise memorandum of points and authorities in support of motion to preliminarily approve class action settlement.	1.10
09/05/2024	MCB	Review email from Northern District regarding October 11, 2024, status conference hearing converted to zoom hearing.	0.10
09/09/2024	MCB	Draft email to opposing counsels regarding updated settlement agreement.	0.10
09/09/2024	MCB	Review and revise declaration of Matthew C. Briggs in support of motion to preliminarily approve class action settlement.	1.10
09/09/2024	MCB	Review email from opposing counsel Josh Kienitz regarding status of class action settlement agreement.	0.10
09/09/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding status of class action settlement agreement.	0.10
09/09/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding revisions of class action settlement agreement.	0.10
09/09/2024	MCB	Respond to email from opposing counsel Anthony Ocegura regarding revisions to class action settlement agreement.	0.10
09/09/2024	MCB	Review email from opposing counsel Anthony Ocegura regarding his response to revision of class action settlement agreement.	0.10
09/09/2024	MCB	Review email from opposing counsel Josh Kienitz regarding revisions to class action settlement agreement.	0.10
09/09/2024	MCB	Draft email to client with revised settlement agreement.	0.10
09/12/2024	MCB	Draft email to opposing counsels with signed settlement agreement.	0.10
09/13/2024	MCB	Revise memorandum of points and authorities in support of motion for preliminary approval of class action settlement agreement.	1.10
09/13/2024	MCB	Revise declaration of Matthew C. Briggs in support of motion for preliminary approval of class action settlement	0.90
09/19/2024	MCB	Draft email to Leah Kology regarding contacting court to schedule hearing for November 1.	0.30
09/19/2024	MCB	Draft email to opposing counsels requesting additional arguments in support of defenses to	0.10

		plaintiff's claims in motion for preliminary approval of class action settlement agreement.		
09/19/2024	MCB	Email Leah Kology regarding updating table of contents and table of authorities for motion for preliminary approval of class action settlement.	0.10	
09/19/2024	MCB	Draft email to opposing counsels regarding status of signed settlement agreement	0.10	
09/19/2024	MCB	Review email from opposing counsel Anthony Oceguela regarding status of signed settlement agreement.	0.10	
09/20/2024	LK	Draft notice of motion, table of contents and table of authorities for preliminary approval hearing	1.50	
09/20/2024	MCB	Review revised motion for preliminary approval of class action settlement agreement from Leah Kology	0.50	
09/20/2024	MCB	Review email from opposing counsel Josh Kientiz regarding revision to settlement agreement.	0.10	
09/20/2024	MCB	Review email from opposing counsel Josh Kientiz regarding revision to settlement agreement.	0.10	
09/23/2024	MCB	Revise and finalize Declaration of Matthew C. Briggs	1.40	
09/23/2024	MCB	Respond to Josh Kientiz' email regarding updated settlement agreement.	0.10	
09/23/2024	MCB	Email Leah Kology regarding updating settlement agreement in motion.	1.00	
09/24/2024	MCB	Finalize memorandum of points and authorities.	1.50	
Our Fee			135.10	\$58,378.50

Time summary

Staff	Name	Rate	Hours	Amount
CP	Corey Pingle	\$450.00	18.10	\$8,145.00
MCB	Matthew Briggs	\$450.00	108.90	\$49,005.00
AB	Alison Barnett	\$75.00	1.20	\$90.00
LK	Leah Kology	\$165.00	6.90	\$1,138.50

Expenses

Description	Amount
FEDEX-Printing motion, declaration, exhibits.	\$33.28
FEDEX-Postage costs to mail chamber's copy.	\$11.45
Office Max-Binder and Exhibits tabs for chambers' copy.	\$32.58
Total expenses	\$77.31

Total fees	\$58,378.50
Total expenses	\$77.31
Total	\$58,455.81
Net amount	\$58,455.81

EXHIBIT F

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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Attorneys for Plaintiff and the Class

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

ANTHONY COLLINS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CANUS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2018-01019194-CU-OE-CXC

Honorable Randall J. Sherman
Department CX105

CLASS ACTION

[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT

Date: March 3, 2023
Time: 10:00 a.m.
Department: CX105

Complaint Filed: September 18, 2018
Trial Date: None Set

1 This matter has come before the Honorable Randall J. Sherman in Department CX105 of
2 the above-entitled Court, located at 700 W Civic Center Dr., Santa Ana, California 92701, on
3 Plaintiff Anthony Collins's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers for
5 Justice, PC appeared on behalf of Plaintiff, and Wood, Smith, Henning & Berman LLP appeared
6 on behalf of Defendant Canus Corporation ("Defendant").

7 On September 30, 2022, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
10 Class Action Settlement and Amendment No. 1 to the Joint Stipulation of Class Action
11 Settlement (together, "Settlement," "Agreement," or "Settlement Agreement"), which, together
12 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
22 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
23 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

24 The Class is hereby defined to include:

25 All current and former hourly-paid and/or non-exempt employees employed by
26 Defendant at any time during the Class period from September 18, 2014 through
February 17, 2021 ("Class" or "Class Members").

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members, fully and accurately informed the Class Members of all material elements of the

1 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
2 exclusion from, the Settlement; was the best notice practicable under the circumstances; was
3 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
4 State of California, the United States Constitution, due process and other applicable law. The
5 Class Notice fairly and adequately described the Settlement and provided the Class Members
6 with adequate instructions and a variety of means to obtain additional information.

7 5. Pursuant to California law, the Court hereby grants final approval of the
8 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
9 whole. More specifically, the Court finds that the Settlement was reached following meaningful
10 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
11 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between
12 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.
13 In so finding, the Court has considered all of the evidence presented, including evidence
14 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims
15 presented; the likely duration of further litigation; the amount offered in the Settlement; the
16 extent of investigation and discovery completed; and the experience and views of Class Counsel.
17 The Court has further considered the absence of objections to the Settlement submitted by Class
18 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
19 with the Settlement Agreement and the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Settlement. Accordingly, the Court determines that all Class Members who did not timely
24 and validly opt out of the Settlement (“Settlement Class Members”) are bound by this Final
25 Approval Order and Judgment.

26 7. The Court finds that the following twenty-one (21) Class Members have timely
27 and validly opted out of the Settlement and will not be bound by this Final Approval Order and
28 Judgment: Charles Andrews, Robert Beeson, Yu Chen, Christian Delgado, Dewey Duplissey,

1 Martinez Giles, Thomas Harvey Jr., Christopher Jackson, Robert Lees, Gregory Lozano, Kitty
2 Mason, John Mattke, Gregory McKeever, John Peck, Jose Puentes, David Richards Sr., William
3 Roederer, Martin Savage, Jack Spargo, Perry Sutton, and Ray Swift.

4 8. The Court finds that payment of Settlement Administration Costs in the amount of
5 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
6 notice and settlement administration process. It is hereby ordered that the Settlement
7 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in
8 the amount of \$9,000.00, in accordance with the terms and methodology set forth in Settlement
9 Agreement.

10 9. The Court finds that an Enhancement Payment in the amount of \$5,000.00 is fair
11 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
12 that the Settlement Administrator issue payment in the amount of \$5,000.00 to Plaintiff Anthony
13 Collins for his Enhancement Payment, according to the terms and methodology set forth in the
14 Settlement Agreement.

15 10. The Court finds that attorneys' fees in the amount of \$385,652.60 to Class
16 Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
17 the Settlement Administrator issue payment in the amount of \$385,652.60 to Class Counsel for
18 attorneys' fees, in accordance with the terms and methodology set forth in the Settlement
19 Agreement.

20 11. The Court finds that reimbursement of litigation costs and expenses in the amount
21 of \$13,994.46 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
22 Settlement Administrator issue payment in the amount of \$13,994.46 to Class Counsel for
23 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
24 set forth in the Settlement Agreement.

25 12. The Court hereby enters Judgment by which Settlement Class Members shall be
26 conclusively determined, as of the Effective Date and Defendant's full funding of the Total
27 Settlement Amount, to have given a release of any and all Released Claims against the Released
28 Parties, as set forth in the Settlement Agreement and Class Notice as amended.

1 13. It is hereby ordered that Defendant shall deposit the Total Settlement Amount into
2 an account established by the Settlement Administrator within fifteen (15) calendar days after the
3 Effective Date, in accordance with the terms and methodology set forth in the Settlement
4 Agreement.

5 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
6 Settlement Payments to the Settlement Class Members within seven (7) calendar days after
7 Defendant funds the Total Settlement Amount, according to the methodology and terms set forth
8 in the Settlement Agreement.

9 15. Each check issued to a Settlement Class Member for his or her Individual
10 Settlement Payment shall be valid for a period of one hundred and eighty (180) calendar days
11 from the date of issuance of the check, and after this time period, the check(s) shall be canceled.
12 The funds associated with checks issued to Settlement Class Members that have not been cashed
13 or deposited within the 180-day period shall be transmitted to the State Controller's Office
14 Unclaimed Property Division in the names of the Settlement Class Members whose checks are
15 canceled.

16 16. After entry of this Final Approval Order and Judgment, pursuant to California
17 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
18 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
19 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
20 and adjudicate any dispute arising from or in connection with the distribution of settlement
21 benefits.

22 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
23 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
24 Action Administration Solutions' website for a period of at least sixty (60) calendar days after
25 the date of entry of this Final Approval Order and Judgment. Individualized notice is not
26 required.

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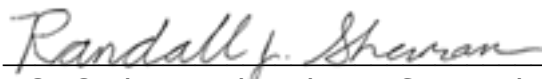
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18. A Final Report Hearing is set for January 12, 2024 at 10:00 a.m. in Department CX105. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least sixteen (16) calendar days prior to the Final Report Hearing.

Dated: **March 9, 2023**


HONORABLE RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT