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Attorneys for Plaintiff NHYELA WASHINGTON, individually and
On behalf of all others similarly situated

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

NHYELA WASHINGTON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

PREDICINE, INC., a Delaware Corporation;
and does 1-50, inclusive,

Defendant.

Case No. 21CV003730

Assigned for all Purposes to:
Hon. Michael Markman
Dept. 23

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: September 19, 2024
Time: 10:00 a.m.
Dept.: 23

Reservation #A-03730-001

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1 exempt and/or hourly paid employees in California.

2 5. On March 29, 2023, the Parties engaged in private mediation with a well-respected
3 wage and hour class action mediator, Jeffrey Krivis. Defendant provided discovery sufficient to
4 enable the Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case
5 and perform an analysis of the potential damages arising from the claims made in this case. At all
6 times, the Parties' negotiations were adversarial and non-collusive. As a result of settlement
7 efforts, the Parties agreed to the mediator proposal for the Gross Settlement Amount of
8 \$95,000.00 for approximately 53 Settlement Class Members and the terms of which are fully
9 memorialized in the Settlement Agreement.¹ As of August 21, 2024, The total number of
10 workweeks worked by Participating Class Members during the Class Period is 1,785.29, which
11 exceeded the escalator clause threshold and thus the Gross Settlement Amount was increased by
12 \$49,683.77. As a result, the Gross Settlement Amount is \$144,683.77. (See Nava Dec. at ¶14).

13 6. As a result of the investigations, and subsequent settlement discussions and the
14 resultant settlement and scope of claims, on August 29, 2023, Plaintiff filed a First Amended Class
15 Action Complaint against Defendant, adding a cause of action for civil penalties under the PAGA,
16 combining the class and PAGA actions.

17 7. The "Settlement Class" or "Settlement Class Members" means all current and former
18 California non-exempt employees of Defendant during the applicable Class Period of December 7,
19 2017, through June 1, 2023, subject to section 3.2.2 of the settlement agreement. Defendant
20 represented there are approximately 53 class members as of the date of mediation, March 29,
21 2023. As of August 21, 2024 Apex will report 65 Participating Class Members, constituting
22 98.48% of the total 66 Settlement Class Members. Plaintiff has included an escalator clause into
23 the settlement agreement at paragraph 3.3.2 to protect the integrity of the settlement.

24 8. In summary, Plaintiff's Counsel performed a thorough investigation into the
25 claims at issue, which included: (1) determining Plaintiff's suitability as private attorneys general
26 and class representative through interviews, background investigations, and analyses of

27 _____
28 ¹ At the time of mediation there was an estimated count of 53 class members. The estimated class member count is now 66 through the end of the Class Period. (See Nava Dec. at ¶14).

1 employment files and related records; (2) evaluating all of Plaintiff's potential representative
2 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
3 the positions, and the type of employer; (4) analyzing employees' time and wage records and
4 driver manifest; (5) reviewing Defendant's employment policies and practices; (6) researching
5 settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims
6 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief;
7 and (9) participating in the mediation.

8 **Mediation**

9 9. As a result of the mediation, the parties agreed to settle this matter for a Gross
10 Settlement Amount ("GSA") of \$144,683.77 (applying the escalator clause to the originally
11 agreed amount of \$95,000.00). Based on their own respective independent investigations and
12 evaluations, and after taking into account the sharply disputed factual and legal issues involved in
13 this matter, the risks attending further prosecution of the case, and the monetary benefits received
14 under the Settlement despite the questionable nature of the claims, Plaintiff's counsel is of the
15 opinion that Settlement for the consideration and on the terms set forth in the Settlement
16 Agreement remains fair, reasonable and adequate and is in the best interests of the Class
17 Members.

18 10. Even without the presumption of fairness and reasonableness, the settlement is
19 clearly within the range of reasonableness as thoroughly discussed in detail in the motion for
20 preliminary approval, and as considered by the Court in granting preliminary approval

21 11. The settlement negotiations were hard-fought and conducted in good faith and at
22 arm's length between attorneys with substantial experience litigating class action and wage-and-
23 hour cases. The settlement was the product of a non-collusive settlement process. The final
24 settlement amount was reached as a result of reasonable compromises in light of these
25 considerations. The Parties entered into a long form Settlement Agreement which is now
26 presented for Court approval.

27 12. From Class Counsel's review of the facts, strengths, and weaknesses of the case,
28 the risks and delays posed by further litigation, and Class Counsel's own prior litigation

1 experience, Class Counsel believe that the recovery for each Settlement Class Member is fair and
2 reasonable taking into consideration the amounts received in other wage and hour class actions,
3 the risks inherent in litigation of this genre, and the reasonable.

4 13. Accounting for the risks of continued litigation and impediments to discovery,
5 Plaintiff determined that a settlement amounting to \$144,683.77 (applying the escalator clause to
6 the originally agreed amount of \$95,000.00) was fair and reasonable and the court preliminarily
7 agreed.

8 **The Claims**

9 14. The GSA is well within the acceptable range of reasonableness for the claims
10 of the Settlement Class Members. After analysis and review of Defendant's time and pay record
11 production and other payroll data, Class counsel estimates the overall value of the claims at
12 approximately \$458,201 should Plaintiff prevail at the class certification stage and at trial and
13 survive any appeals and win on all claims and be awarded maximum damages and penalties for
14 all Settlement Class Members and certain assumptions and extrapolations were confirmed with
15 further discovery. If this amount was reduced by a reasonable 30% to \$320,740 to account for the
16 risks of continued litigation and not prevailing on one or more claims and the Court not awarding
17 penalties based upon Defendant's good faith arguments. Indeed, Defendant's apparent compliant
18 policies could potentially support Defendant's good faith and lack of willfulness arguments, where
19 for example LC 203 and 226 claims could be reduced to zero, which accounts for approximately
20 50% of the alleged penalties and damages disused herein.

21 15. There are an estimated 1,100 workweeks during the class period and approximately
22 520 bi-weekly Pay Periods during the PAGA period. The thrust of the value of the case was
23 valued as the failure to provide meal periods and rest periods and failure to pay overtime wages
24 for off the clock work during meal periods. The overtime claim was valued at approximately
25 \$42,850 calculated as follows (OT rate of \$38.95 X 1 hour per week X 1,100 workweeks). The
26 meal period claims were valued at approximately \$108,447 based upon approximately 4,539
27 potential shifts X 92.6% alleged violation rate X \$25.97). The regular rate claim was valued at
28 \$20,799. Defendant also potentially owes to Settlement Class Members \$224,380 in waiting time

1 penalties (for a total of 36 termed employees X \$25.97 X 30 days). The value of the failure to
2 reimburse necessary business expenses was valued at approximately \$6,875 (\$25 per month for
3 occasional cell phone use X 275 possible months in the class period). The value of the derivative
4 LC 226 claim was valued at approximately \$49,350 for 53 employees during the LC 226 period.
5 Defendant also potentially owes to Settlement Class Members \$55,000 in PAGA penalties based
6 upon a reasonable \$100 per PAGA pay period penalty. The rest period claim provided little to no
7 value based apparent complaint policies in place during the class period.

8 16. As a result, the GSA represents a reasonable recovery and approximately 20%-29%
9 of the overall potential value. This recovery could easily be much higher if at trial PAGA penalties
10 were reduced or damages for certain pay periods or workweeks could not be proven for certain
11 individuals. The proposed GSA is within the “ballpark of reasonableness” and should be
12 approved. Counsel for Plaintiff believes that this is a fair and reasonable Settlement in light of the
13 complexities of the case, the state of the law and uncertainties of class certification and litigation,
14 the policies and practices Defendant has had in place or implemented during the purported liability
15 period, and the benefit to be recovered for the Class. Given the risks inherent in litigation, this
16 settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and
17 should be finally approved.

18 17. Based on the estimated Net Settlement Amount of \$67,801.20, the *highest*
19 Individual Settlement Amount to a Participating Class Member is currently estimated to be
20 approximately \$3,597.04, the *average* Individual Settlement Amount is currently estimated to be
21 approximately \$1,043.10, and the *lowest* Individual Settlement Amount is currently estimated to
22 be approximately \$32.55. These amounts are subject to employee-side tax and withholdings

23 18. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs
24 or Incentives are not awarded, the difference in those amounts will be added to the NSA. This is a
25 guaranteed amount of money paid to Settlement Class Members now, rather than the continued
26 risk of further litigation and receiving no money sometime in the far future and after trial and
27 appeals.

1 19. Pursuant to the Agreement, 25% of the PAGA Payment (\$1,000.00) will be
2 allocated to Aggrieved Employees regardless of whether they opt out of the class settlement.
3 Aggrieved Employees cannot opt out of the PAGA settlement. There are 66 Aggrieved Employees
4 who worked a total of 1,804.71 weeks during the PAGA Period.

5 20. The highest individual PAGA share to an Aggrieved Employee is approximately
6 \$52.48, the average individual PAGA share is approximately \$15.15, and the lowest individual
7 PAGA share is approximately \$0.47.

8 21. I believe that the consideration and terms set forth in the Settlement Agreement is
9 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
10 known facts and circumstances, including the various defenses asserted by Defendant, and
11 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
12 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
13 litigation, the lengthy process of establishing specific damages and various possible delays and
14 appeals, were also carefully considered in agreeing to the proposed Settlement.

15 22. Further, beyond the risk of an adverse ruling on the merits or certification, Class
16 Counsel considered the fact that continued litigation would likely take years and would be
17 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
18 appellate proceedings are likely to occur, which will surely drag the case far into the future even
19 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
20 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
21 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
22 Given these realities, it is highly likely that the future expense of this litigation, and its likely
23 duration if the settlement is not approved, would be significant and weigh heavily in favor of
24 approval of this settlement.

25 23. Given the risks inherent in litigation, this settlement is fair, adequate, and
26 reasonable and is in the best interests of the Settlement Class, and should be finally approved.

27 **Experience of Class Counsel**

28 24. My practice is limited exclusively to litigation, focusing on the representation of

1 employees in wage and hour and consumer class action matters. I have a great deal of experience
2 in wage and hour class action litigation. I have obtained certification of several classes, I have
3 been approved as class counsel in many other wage/hour class actions, and I am currently
4 litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the
5 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
6 and facts to those associated with this action:

7 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
8 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
9 wages for meal period and rest periods and resultant penalties. Case settled, Final
10 Approval granted, no objections and funds fully distributed.

11 b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case
12 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
13 classification of insurance claims adjusters employed by Gallagher Bassett, a third
14 party administrator (TPA) in the State of California. Certification granted. Plaintiff's
15 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
16 fully distributed.

17 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
18 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
19 overtime and meal and rest break violations for production workers in the State of
20 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
21 Approval granted, no objections and funds fully distributed.

22 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
23 Wage and Hour Class Action case seeking past wages for meal and rest period
24 violations for retail employees in the State of California. Plaintiff's counsel appointed
25 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
26 distributed.

27 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
28 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and

1 rest period violations for retail employees in the State of California. Plaintiff's
2 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
3 objections and funds fully distributed.

4 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
5 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
6 wages for overtime, meal and rest break violations for driver employees in the State of
7 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
8 Arbitration Award confirmed. Plaintiff's counsel, lead trial counsel and class counsel.
9 Case settled, Final Approval granted, no objections and funds fully distributed.

10 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
11 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
12 overtime, meal and rest breaks violations for production employees in the State of
13 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
14 granted, no objections and funds fully distributed.

15 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
16 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
17 wages for overtime, meal and rest break violations for production employees in the
18 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
19 Final Approval granted, no objections and funds fully distributed.

20 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
21 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
22 rest break violations for restaurant employees in the State of California. Plaintiff's
23 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
24 fully distributed.

25 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
26 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
27 and rest break violations for security officers in the State of California. Plaintiff's
28 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no

1 objections and funds fully distributed.

2 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
3 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
4 seeking past wages for meal and rest break violations for security officers employed by
5 Defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled,
6 Final Approval granted and funds fully distributed.

7 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
8 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
9 meal and rest break violations for housekeepers employed by Defendant in the State of
10 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
11 granted, no objections and funds fully distributed.

12 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
13 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
14 rest period violations for non-exempt employees employed by Defendant in the state of
15 California. Case settled. Final Approval granted, no objections and funds fully
16 distributed.

17 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
18 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
19 for field and branch employees of Defendant in the State of California. Plaintiff's
20 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
21 and funds fully distributed.

22 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
23 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
24 employees of Defendant in the State of California. Plaintiff's counsel appointed as
25 lead counsel. Case settled, Final Approval granted, no objections and funds fully
26 distributed.

27 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
28 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest

1 break violations for security guards employed by Defendant in the State of California.
2 Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no
3 objections and funds fully distributed.

4 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc*, et al., Los Angeles Superior
5 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
6 rest break violations for production employees employed by Defendant in the State of
7 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
8 granted, no objections and funds fully distributed.

9 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
10 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
11 break violations for restaurant employees employed by Defendant in the State of
12 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
13 Approval granted, no objections and funds fully distributed.

14 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
15 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
16 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
17 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
18 Approval granted, no objections and funds fully distributed.

19 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
20 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
21 break violations for retail employees employed by Defendant in the State of California.
22 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
23 objections and funds fully distributed.

24 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
25 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
26 classification of managers employed by Defendant in the State of California.
27 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
28 objections and funds fully distributed.

1 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
2 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
3 and rest break violations for production workers employed by Defendant in the State of
4 California. Plaintiff's counsel appointed lead counsel. Case settled; final approval
5 granted; no objections and funds fully distributed.

6 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
7 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
8 meal and rest period violations for production employees employed by Defendant in
9 the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.

11 **Reasonableness of Attorneys' Fees**

12 25. Here, the Parties' agreement to pay Class Counsel Fees of \$48,227.92
13 (33.33% of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and
14 the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on
15 a pure contingency fee basis. The legal issues raised drew significantly upon my experience and
16 the extensive review and analysis of documents and information by me and others at my firm. In
17 a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of
18 the market rate for contingency fees.

19 26. A review of my firm's detailed billing system reveals that to date, my firm as Class
20 Counsel, on behalf of Plaintiff and the Settlement Class, invested approximately 92.20 hours
21 litigating this matter through the date of this declaration.

22 27. In addition to the requested attorneys' fees, our office has expended a total of
23 **\$15,654.64** in costs in prosecuting this action. These costs have been necessary costs associated
24 with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court
25 grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true
26 and correct copy of Class Counsel James Hawkins costs bill.

27 ///

28 ///

1 28. Despite the complexity of the case, Class Counsel has, through the investment of
2 substantial effort and the resources of my law firm been able to secure an outstanding settlement
3 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
4 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
5 required to establish a significant amount of witness testimony, pattern and practice evidence,
6 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
7 their case both at the class certification stage and trial. Defendant has vigorously contested
8 liability, the amount of claimed damages, and the propriety of class certification, and would have
9 continued to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and
10 adequate and in the best interests of the Settlement Class. The fairness and adequacy of the
11 Settlement is confirmed by all known facts and circumstances, including the risk of significant
12 delay and uncertainty associated with litigation, the various defenses asserted by Defendant, and
13 numerous potential appellate issues.

14 **Reasonableness of the Class Representative Enhancement Award**

15 29. The parties request payment of an Class Representative Enhancement Award from
16 the non-reversionary Gross Settlement Amount to the Class Representative in the amount of
17 \$5,000.00 in addition to the payment he is otherwise entitled to receive as a Class Member. The
18 proposed Class Representative Enhancement Award is reasonable compensation given the time
19 and effort that the named Plaintiff devoted to this case; the valuable assistance they provided to
20 Class Counsel; and the fact that they entered into a general release of claims that is broader than
21 the release of the Class.

22 30. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
23 including providing factual background for the Class Complaint; reviewing the relevant
24 documents, and Complaint; having their depositions taken; participating in phone calls with their
25 lawyers to discuss litigation and settlement strategy; and reviewing the settlement documents.
26 Plaintiff agreed to participate in this case with no guarantee of personal benefit. Attached hereto as
27 **Exhibit D** is a true and correct copy of the declaration of Plaintiff Washington.

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I declare under penalty of perjury that the foregoing is true and correct. Executed on
August 26, 2024 at Irvine, California.


James R. Hawkins

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Exhibit A

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Attorneys for Plaintiff NHYELA WASHINGTON,
individually and on behalf of all others similarly situated

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

NHYELA WASHINGTON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

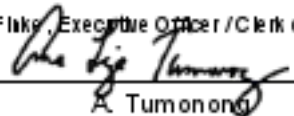
PREDICINE, INC., a Delaware Corporation;
and DOES 1-50, inclusive,

Defendant.

CASE NO.: 21CV003730
Judge: Hon. Brad Seligman
Dept: 23

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 17, 2024
Time: 10:00 a.m.
Dept.: 23

FILED
Superior Court of California
County of Alameda
04/22/2024
Clad Fiske, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumorong

ORDER

18

This matter came on for hearing on April 17, 2024 at 10:00 a.m. in Department 23 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Stipulation of Class Action and PAGA Settlement (hereinafter "Settlement Agreement").

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities, supplemental briefing, and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *Nhyela Washington V. Predicine, INC.*, Case No. 21CV003730 (the "Lawsuit") and
5 all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

6 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
7 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
8 reasonableness of a settlement which could ultimately be given final approval by this Court. The
9 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
10 to Section 382 of the California Code of Civil Procedure.

11 The Court notes that Defendant has agreed to a non-reversionary GSA of \$95,000.00. The
12 GSA includes without limitation any and all payments Defendant may be responsible for under the
13 Settlement, including any Attorneys' Fees and Costs to Class Counsel, Class Representative
14 Enhancement Award, the Class Member Payments, the PAGA Payment (which includes payment
15 to the LWDA), Settlement Administration Costs, and all payroll taxes (excluding employer-side
16 payroll taxes) due and owing as a result of the Settlement.

17 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
18 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
19 acting as the Class Representative.

20 The Court hereby appoints, for settlement purposes, Plaintiff NHYELA WASHINGTON as
21 the Class Representative and finds Plaintiff is an adequate representative for the Settlement Class
22 for settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
23 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

24 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

25 The Court finds that the proposed manner of class notice is adequate.

26 The Court approves Apex Class Action Settlement Administrators, to serve as the Settlement
27 Administrator.

28 The Court further hereby approves, as to form and content, the proposed Notice of Class

1 Action Settlement and Orders the notice to be mailed to the Settlement Class.

2 The Court finds that the Notice of Class Action Settlement constitutes the best notice
3 practicable under the circumstances, is in full compliance with the laws of the State of California
4 and, to the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
6 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
7 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
8 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
9 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
10 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
11 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
12 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
13 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
14 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
15 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
16 documentation in support of or in opposition to and appear in connection with said hearing.

17 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
18 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
19 last known address of the Settlement Class, as specifically described within the Settlement
20 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
21 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

22 No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant
23 shall provide the Class Data to the Settlement Administrator. The Settlement Administrator shall
24 maintain the Class Data, and all data contained within the Class Data, as private and confidential
25 and shall not disclose such data to any persons or entities, unless otherwise required by law. The
26 information in the Class Data is being supplied solely for purposes of the administration of the
27 settlement and cannot be used by the Settlement Administrator or any agent or representative of
28 the Settlement Administrator for any other purpose. Upon receipt of the Class Data, the Settlement

1 Administrator shall check with the U.S. Postal Service National Change of Address Database and
2 update any addresses for the Settlement Class Members.

3 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement
4 Administrator's receipt of the Class Data from Defendant, the Settlement Administrator will mail
5 copies of the Class Notice via regular First-Class U.S. Mail and follow the procedures set forth in
6 the Settlement Agreement.

7 IT IS FURTHER ORDERED If any Notice of Settlement is returned to the Settlement
8 Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that
9 Settlement Class Member's social security number in an effort to attempt to ascertain the current
10 address of the Settlement Class Member. If such an address(es) is ascertained, the Settlement
11 Administrator shall re-mail the Notice of Settlement within ten (10) calendar days. If alternative
12 addresses are obtained for a Settlement Class Member, the Settlement Administrator shall send the
13 Notice of Settlement to up to two (2) alternative addresses.

14 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
15 concerning the administration of the Settlement will be resolved by the Court under the laws of the
16 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
17 in good faith to attempt to resolve the dispute without involving the Court.

18 IT IS FURTHER ORDERED Settlement Class Members, except for the Class
19 Representative, will have until the Response Deadline within which to opt out of the class portion
20 of this Settlement; however, exercising this option has no effect on the PAGA portion of this
21 settlement, PAGA Members will be mailed an Individual PAGA Payment and be bound by the
22 release of the Released PAGA Claims regardless of whether they opt out of the class settlement.
23 Settlement Class Members who want to opt out must timely submit a signed and dated written
24 request to be excluded from the class portion of the Settlement to the Settlement Administrator
25 ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the Response
26 Deadline, include the case name and number, the Settlement Class Member's name, address, must
27 be signed by the Settlement Class Member, and must reasonably communicate the Settlement Class
28 Member's election to be excluded from the class Settlement.

1 Settlement Class Members who do not timely submit an executed Opt-Out Request shall be
2 deemed a Participating Class Member and bound by this Settlement including the Participating Class
3 Member Release. Settlement Class Members who timely submit an executed Opt-Out Request will
4 not be bound by the Participating Class Member Release and will not receive an Individual
5 Settlement Payment. The Notice of Settlement shall advise Settlement Class Members of their
6 ability to opt-out of the class portion of the Settlement and of the consequences thereof, and further
7 inform them that they cannot opt out of the PAGA settlement. Neither the Parties nor any of their
8 counsel will solicit, encourage, counsel or advise any Settlement Class Member to submit an Opt-
9 Out Request.

10 If a Settlement Class Member submits both an Opt-Out Request and an Objection within the
11 Response Deadline, then the Opt-Out Request will be deemed valid and the Objection invalid and
12 the individual will not be deemed a Participating Class Member.

13 IT IS FURTHER ORDERED that Participating Class Members, except for the Class
14 Representative, may object to the Settlement in person at the Final Approval Hearing and/or in
15 writing. Participating Class Members, except for the Class Representative, will have until the
16 Response Deadline to mail to the Settlement Administrator a written objection to the Settlement
17 and/or a notice of intent to appear at the Final Approval Hearing. Only Settlement Class Members
18 who have not filed an Opt-Out Request (i.e., Participating Class Members) may object to the
19 Settlement. The written objection should state the Participating Class Member's name and address
20 and describe the reason(s) why the Participating Class Member objects to the Settlement and
21 include or attach any documents upon which the objection is based. The Parties and their counsel
22 will not solicit, encourage, counsel or advise any individual to object to the Settlement.

23 No PAGA Aggrieved Employee may opt out or otherwise be excluded from the PAGA
24 Payment, as no such right exists under the law.

25 Any individual in the Settlement Class who fails to file and serve timely written objections
26 in the manner specified above shall remain Settlement Class Members and shall be deemed to
27 have waived any objections and shall be foreclosed from making any objection (whether by appeal
28 or otherwise) to the Settlement.

1 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on August 14, 2024
2 at 10 AM before the Honorable Michael Markman in Department 23. At the Final Approval hearing,
3 the Court will determine whether the Settlement should be finally approved as fair, reasonable and
4 adequate, and whether the terms of this Preliminary Approval Order and any other applicable legal
5 prerequisites to Judgment are satisfied. The Court will also determine the amount properly payable
6 for (i) the Attorneys' Fees and Costs, (ii) the Class Representative Enhancement Award, (iii) the
7 Settlement Administrator Costs, (iv) Class Member Payments; and (v) the PAGA Payments.

8 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
9 Final Approval and application for attorneys' fees and costs and the class representative
10 Enhancement Award shall be filed with this Court No later than thirty (30) calendar days before the
11 Final Approval Hearing.

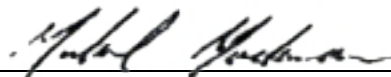
12 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
13 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
14 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
15 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
16 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
17 Agreement.

18 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
19 this matter except those contemplated herein and in the Settlement Agreement are stayed.

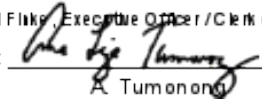
20 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
21 Hearing from time to time without further notice to the Class.

22 **IT IS SO ORDERED.**

23
24 Dated: 04/22/2024, 2023



Honorable Brad Seligman
Michael Markman
JUDGE OF THE SUPERIOR COURT
Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 04/24/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
PLAINTIFF/PETITIONER: NHYELA WASHINGTON,		
DEFENDANT/RESPONDENT: PREDICINE, INC., a Delaware Corporation		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 21CV003730

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order SUPPLEMENTAL DECLARATION OF JAMES HAWKIS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

James Ross Hawkins
JAMES HAWKINS APLC
James@jameshawkinsaplc.com

Sarah Zenewicz
Morgan, Lewis & Bockius LLP
sarah.zenewicz@morganlewis.com

Dated: 04/24/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

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Exhibit B

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16 Attorneys for Plaintiff NHYELA WASHINGTON

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF ALAMEDA**
19

20 NHYELA WASHINGTON, individually, and
on behalf of all others similarly situated,

21 Plaintiff,

22 vs.
23

24 PREDICINE, INC., a Delaware Corporation;
and DOES 1 through 50, inclusive,

25 Defendants.
26
27
28

Case No. 21CV003730

**AMENDED STIPULATION OF CLASS
AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

1 This Amended Stipulation of Settlement (“Stipulation” or “Settlement”) is made and
2 entered into, as of the date set forth below, between Plaintiff Nhyela Washington, as an individual,
3 as a representative of the proposed Class described herein and as a representative of the State of
4 California (“Plaintiff”), and Defendant Predicine, Inc. (“Defendant”), who are parties to the
5 above-captioned litigation (together, the “Parties”).

6 **1. DEFINITIONS**

7 1.1 “Action” means the above-captioned action, *Washington v. Predicine, Inc.*,
8 Alameda Superior Court Case No. 21CV003730.

9 1.2 “Class Counsel” means James R. Hawkins, Gregory Mauro, Michael Calvo,
10 Lauren Falk and Ava Issary of James Hawkins APLC.

11 1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement
12 Class Member, their name, last known address, social security number, and number of Eligible
13 Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to
14 determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on
15 Defendant’s personnel and payroll records and provided in a format acceptable to the Settlement
16 Administrator.

17 1.4 “Class Settlement Period” means the time period December 7, 2017, through June
18 1, 2023, subject to section 3.2.2.

19 1.5 “Class Representative” or “Plaintiff” means Plaintiff Nhyela Washington.

20 1.6 “Class Representative’s Released Claims” means any and all claims, obligations,
21 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever
22 kind and nature, character, and description, whether in law or equity, whether sounding in tort,
23 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
24 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
25 including all unknown claims covered by California Civil Code Section 1542, by the Class
26 Representative, arising at any time up to and including the date on which the Court enters the
27 Order of Final Approval, for any type of relief, including without limitation claims for wages,
28 premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time

1 penalties), general damages, compensatory damages, liquidated damages, punitive damages,
2 interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
3 declaratory relief. The Class Representative's Released Claims also include, but are not limited
4 to, the Released Claims as well as any other claims under any provision of the Fair Labor
5 Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare
6 Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or
7 federal discrimination statutes, including, without limitation, the California Government Code;
8 the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California
9 Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United
10 States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older
11 Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights
12 Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of
13 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with
14 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of
15 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee
16 Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification
17 Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their
18 implementing regulations and interpretive guidelines; any and all claims for monetary recovery
19 and personal or individual relief, except as prohibited by law; and any premiums, penalties,
20 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or
21 accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete
22 and general release to the maximum extent by law. Notwithstanding the foregoing, the release of
23 the Class Representative's Released Claims do not include any claim or right that is not waivable
24 as a matter of law.

25 1.7 "Court" means the California Superior Court for the County of Alameda.

26 1.8 "Defendant's Counsel" means Brian D. Berry, Sarah Zenewicz and Camille A.
27 Watson of Morgan, Lewis & Bockius LLP.
28

1 1.9 “Effective Date” means the date on which an order and Judgment on the
2 Settlement becomes final. For purposes of this Settlement, the final judgment “becomes final”
3 only after the Court grants the motion for final approval of the settlement and upon the latter of (i)
4 the period for filing any appeal, writ, or other appellate proceeding challenging or opposing the
5 Settlement (i.e., 60 days following entry of judgment) has elapsed without any appeal, writ, or
6 other appellate proceeding having been filed; (ii) any appeal, writ or other appellate proceeding
7 challenging or opposing the Settlement has been dismissed finally and conclusively with no right
8 to pursue further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has
9 upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it
10 is the intention of the Parties that the Settlement shall not become effective, and Defendant will
11 not be obligated to fund this Settlement, until the Court’s order approving the Settlement is
12 completely final, and there is no further recourse by an appellant, objector, or intervenor who
13 seeks to contest the Settlement.

14 1.10 “Eligible Workweeks” shall mean the workweeks that each Settlement Class
15 Member worked for Defendant in California during the Class Settlement Period.

16 1.11 “Eligible Pay Periods” shall mean the pay periods that each PAGA Member
17 worked for Defendant in California during the PAGA Settlement Period.

18 1.12 “Enhancement Award” means the amount approved by the Court to be paid to the
19 Class Representative, in recognition of her efforts in coming forward as Class Representative and
20 as consideration for a full, general, and comprehensive release the Class Representative’s
21 Released Claims, which shall be in addition to her portion of the Net Settlement Amount and the
22 PAGA Payment.

23 1.13 “Final Approval Date” means the date on which the Court enters the Order of
24 Final Approval.

25 1.14 “Final Approval Hearing” means a hearing set by the Court, to take place on a date
26 established by the Court, for the purpose of (i) determining the fairness, adequacy, and
27 reasonableness of the Stipulation terms and associated Settlement pursuant to class action
28 procedures and requirements; (ii) determining the amount of the award of attorneys’ fees and

1 costs to Class Counsel; (iii) determining the amount of the Enhancement Award to the Class
2 Representative; and (iv) entering the Judgment.

3 1.15 “Gross Settlement Amount” shall mean the amount that Defendant will pay in
4 settlement of this matter, subject to section 3.2.2. The Gross Settlement Amount includes all
5 awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs,
6 Enhancement Awards, the PAGA Settlement Payment (paid to the PAGA Members and the
7 LWDA), and payments to the Participating Class Members.

8 1.16 “Individual PAGA Payment” means the individual amounts paid from the PAGA
9 Payment to the individual PAGA Members for settlement of claims for civil penalties under
10 PAGA.

11 1.17 “Individual Settlement Payment” means the settlement amount due each
12 Participating Class Member from the Net Settlement Amount.

13 1.18 “LWDA” means the California Labor and Workforce Development Agency.

14 1.19 “LWDA PAGA Payment” means the payment to the LWDA from the PAGA
15 Payment for settlement of claims for civil penalties under PAGA.

16 1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available
17 for distribution to the Participating Class Members, which shall equal the Gross Settlement
18 Amount less PAGA Payment, Court-approved attorneys’ fees and costs award to Class Counsel,
19 Settlement Administration Costs, and the Enhancement Award.

20 1.21 “Notice of Settlement” means the document provided to Settlement Class
21 Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

22 1.22 “PAGA Members” means all current and former California non-exempt employees
23 of Defendant during the PAGA Settlement Period.

24 1.23 “PAGA Payment” means the payment in settlement of all claims for PAGA
25 penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will
26 be distributed as Individual PAGA Payments to the PAGA Members.

27 1.24 “PAGA Settlement Period” means the period from December 7, 2020, through
28 June 1, 2023, subject to section 3.2.2.

1 1.25 “Participating Class Members” means the Settlement Class Members who do not
2 timely request to be excluded from the class portion of the settlement. No claim form is required
3 for a Settlement Class Member to become a Participating Class Member.

4 1.26 “Preliminary Approval Date” means the date the Court enters the Order
5 preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

6 1.27 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”)
7 created under Internal Revenue Code Section 468B, to be overseen by the Settlement
8 Administrator.

9 1.28 “Released Class Claims” means all federal, state and local law claims, rights,
10 demands, liabilities, and causes of action, asserted in any of the complaints filed in the Lawsuit,
11 and all claims that could have been asserted in the Action arising from the same alleged facts in
12 the complaints, including causes of action for (1) failure to pay minimum wages for all hours
13 worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods and pay
14 meal period premiums; (4) failure to authorize and permit rest breaks and pay rest period
15 premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay wages
16 during employment and all final wages; (7) failure to provide accurate itemized wage statements;
17 (8) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(7); and all
18 claims for attorneys’ fees and costs based on the foregoing, that accrue during the Class
19 Settlement Period.

20 1.29 “Released PAGA Claims” means all claims for civil penalties under PAGA
21 asserted in the Action during the PAGA Settlement Period, and all claims that could have been
22 asserted in the Action based on the same alleged facts in any PAGA letter sent by Plaintiff to the
23 LWDA, including but not limited to claims for violations of the California Labor Code for unpaid
24 minimum wages, unpaid overtime wages, unpaid meal period premiums, unpaid rest period
25 premiums, inaccurate wage statements, failure to keep accurate records, failure to indemnify for
26 all necessary business expenses, and failure to timely pay wages during employment or at
27 termination.
28

1.30 “Released Parties” means Defendant and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

1.31 “Response Deadline” means sixty (60) days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be seventy (70) calendar days after the Settlement Administrator’s initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing, whichever is later.

1.32 “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

1.33 “Settlement Administrator” means Apex Class Action Settlement Administrators who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.34 “Settlement Class” or “Settlement Class Members” means all current and former California non-exempt employees of Defendant during the Class Settlement Period.

2. **RECITALS**

2.1 **Background and Procedural History**

2.1.1 On December 7, 2021, Plaintiff sent a PAGA notice to the LWDA and Defendant regarding alleged California Labor Code violations. On December 7, 2021, Plaintiff filed her Class Action Complaint in Alameda County Superior Court alleging causes of action on behalf of herself and a putative class of Defendant’s current and former California non-exempt employees for (1) failure to pay wages including overtime; (2) failure to provide meal periods; (3)

1 failure to authorize and permit rest periods; (4) failure to timely pay wages at termination (5)
2 failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses;
3 and (7) unfair business practices.

4 2.1.2 Through substantial and extensive informal discovery, Defendant provided
5 Class Counsel with written policies and data reflecting the Settlement Class Members' time
6 worked, pay, workweeks, pay periods, and employment status during the Class Settlement Period.

7 2.1.3 The Parties participated in a private mediation with experienced wage and
8 hour mediator Jeffrey Krivis on March 29, 2023, and reached an agreement on a settlement. All
9 terms of the settlement are contained within this Stipulation of Settlement. At all times, the
10 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

11 2.2 **Benefits of Settlement**

12 2.2.1 Based on their own independent investigations and evaluations, Class
13 Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set
14 forth herein, considering the representative and class claims, and the risk of loss, is fair,
15 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests
16 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and
17 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
18 surrounding the risk of further litigation, the possibility of losing class certification, that the
19 PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted
20 and/or could assert as to the substantive merit of the claims.

21 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to
22 the Settlement Class against the expenses and length of continued proceedings that would be
23 necessary to prosecute the Action against Defendant through class certification, through
24 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also
25 taken into account the uncertain outcome and risk of any litigation, especially in complex actions
26 such as class and representative actions, as well as the difficulties and delay inherent in such
27 litigation. As a result, Class Counsel has determined that the settlement set forth in this
28 Stipulation of Settlement is in the best interests of the Settlement Class.

1 2.2.3 Defendant and the Released Parties specifically and generally deny any and
2 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
3 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
4 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has
5 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
6 that it is desirable that the Action be fully and finally settled in the manner and upon the terms
7 and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty
8 and risks inherent in any litigation. Defendant has therefore determined that it is desirable and
9 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in
10 this Stipulation.

11 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,
12 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
13 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the
14 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class
15 action requirements or that any PAGA claim would be manageable. There has been no final
16 determination by any court as to the merits of the claims asserted by Plaintiff against Defendant,
17 as to whether a class action should be certified, or that any PAGA claim is manageable.

18 3. **SETTLEMENT TERMS**

19 3.1 **Amendment of the Pleadings.** In connection with approval of this Settlement,
20 and following execution of this Stipulation, Plaintiff will file a First Amended Complaint for
21 settlement purposes only to add her PAGA claim, as attached hereto as **Exhibit 2**. The Parties
22 will stipulate to request the Court grant Plaintiff leave to file the Consolidated Complaint.
23 Plaintiff will file her Motion for Preliminary Approval following the filing of the First Amended
24 Complaint. If, for any reason, the Court does not approve this Stipulation, fails to enter the
25 Judgment, or if this Stipulation is terminated for any other reason, then the Parties will stipulate to
26 striking the First Amended Complaint and the operative pleading will be the original Complaint.

27 3.2 **Conditional Class Certification.** The Parties stipulate, for settlement purposes
28 only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does

1 not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any
2 other reason, the Settlement Class will be decertified and Defendant shall, and hereby does, retain
3 the right to dispute the appropriateness of class certification.

4 3.3 Gross Settlement Amount

5 3.3.1 Gross Settlement Amount: Defendant shall pay a non-reversionary amount
6 not to exceed Ninety-Five Thousand Dollars (\$95,000) as the Gross Settlement Amount to
7 resolve the Actions on a class and representative basis, subject to section 3.3.2. The Gross
8 Settlement Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys'
9 fees and costs, the Enhancement Award, Settlement Administration Costs, the PAGA Payment to
10 the LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating
11 Class Members. Notwithstanding the foregoing, in addition to the Gross Settlement Amount,
12 Defendant will pay the employer's portion of payroll taxes, including FICA and FUTA, on the
13 portion of each Individual Settlement Payment allocated as unpaid wages.

14 3.3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement
15 Period: If the number of Eligible Workweeks for Participating Settlement Class Members
16 exceeds 1,100 by more than 10% during the Class Settlement Period (i.e., exceed 1,210 Eligible
17 Workweeks), then at Defendant's option, either (a) the Gross Settlement Amount will increase
18 pro rata per additional Eligible Workweek over the 10% increase, i.e., if the Eligible Workweeks
19 for Participating Settlement Class Members during the Class Period are 1,221, which is 11%
20 greater than the workweek estimate at mediation, then the Gross Settlement Amount increases by
21 1%; or (b) the Class Settlement Period shall end as of the date the Eligible Workweeks for
22 Participating Settlement Class Members during the Class Settlement Period reaches 1,210.

23 3.4 Allocation of Gross Settlement Amount

24 3.4.1 Class Representative Enhancement Award: The Class Representative's
25 Enhancement Award will, subject to Court approval, be paid out of the Gross Settlement Amount
26 and will not exceed \$5,000, for the Class Representative's services and assistance to the
27 Settlement Class, and in exchange for the Class Representative's Released Claims. Class
28 Representative assumes full responsibility and liability for all taxes owed on the Class

1 Representative Enhancement Award. Any amount of the Class Representative Enhancement
2 Award that is not awarded by the Court shall be included in the Net Settlement Amount.

3 3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an
4 award of reasonable attorneys' fees not to exceed one-third of the Gross Settlement Amount,
5 \$31,666.66, and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket
6 costs incurred up to an additional \$17,000, to be paid out of the Gross Settlement Amount.

7 Defendant reserves the right to challenge Class Counsel's requests for fees and costs only if the
8 requests exceed the parameters established by this Stipulation. The Settlement Administrator
9 shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section.
10 Class Counsel shall be solely and legally responsible for paying all applicable taxes on their fees
11 and costs award and shall indemnify, defend, and hold the Released Parties harmless from any
12 claim or liability for taxes, penalties or interest arising as a result of any payments received by
13 Class Counsel pursuant to this Stipulation. Any amount of Class Counsel's requested fees and
14 costs that is not awarded by the Court shall be included in the Net Settlement Amount. Neither
15 Class Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Class,
16 Settlement Class Members, or Plaintiff, may recover or seek to recover any amounts for fees,
17 costs, or disbursements from the Defendant or the Released Parties except as expressly provided
18 herein.

19 3.4.3 Settlement Administrator Costs: The Settlement Administration Costs
20 incurred by the Settlement Administrator as a result of the procedures and processes expressly
21 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated
22 not to exceed \$4,000. Under no circumstances will Defendant be required to contribute
23 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected
24 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of
25 administering the Settlement, including all tax document preparation, custodial fees, and
26 accounting fees incurred by the Settlement Administrator; all costs and fees associated with
27 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with
28 preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement

Class Members; all costs and fees associated with communicating with Settlement Class Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Stipulation, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering payments due under this Stipulation; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation.

3.4.4 Individual Settlement Payments to Participating Class Members: Each Participating Class Member will be entitled to receive an Individual Settlement Payment, which will be paid out of the Net Settlement Amount. The amount of each Individual Settlement Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each Participating Class Member worked during the Class Settlement Period. There is no need for a Participating Settlement Class Member to submit a claim form in order to be eligible for and to receive an Individual Settlement Payment. To determine each Settlement Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: $\text{estimated Individual Settlement Payment} = \frac{\text{individual Eligible Workweeks}}{\text{all Settlement Class Member Eligible Workweeks}} \times \text{Net Settlement Amount}$. The Parties recognize that the Individual Settlement Payments to be paid to Participating Class Members reflect settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

3.4.5 PAGA Payment: A total amount of \$4,000 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount (\$3,000) will be the LWDA PAGA Payment to be paid to the LWDA and the remaining twenty-five (25%) of this amount (\$1,000) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not

1 approved by the Court shall be added to the Net Settlement Amount and any additional amount
2 ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA
3 Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be
4 distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA
5 Member worked during the PAGA Settlement Period.

6 3.5 Taxation

7 3.5.1 Tax Treatment of Individual Settlement Payments. All Individual
8 Settlement Payments to Participating Class Members shall be allocated as follows for tax
9 purposes: 33% of each Individual Settlement Payment reflects compromise of claims for alleged
10 unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for
11 alleged interest, penalties and unreimbursed expenses. The portion of the Individual Settlement
12 Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and
13 income tax withholdings (for the employee portion only), and will be reported on an IRS Form
14 W-2. Participating Class Members will each indemnify and hold harmless the Released Parties
15 for any taxes due or owing by them with respect such payments and/or any penalties and interest
16 owed by the Released Parties for the failure to withhold with respect to such payments. The
17 Settlement Administrator shall make appropriate tax withholdings from the portion of each
18 Individual Settlement Payment designated as unpaid wages, and shall pay the employer portion of
19 payroll taxes with funds separate from the Gross Settlement Amount to be furnished by
20 Defendant. Participating Class Members will be responsible for paying all other taxes due on
21 their Individual Settlement Payments. Other than as set forth above, the Settlement Administrator
22 will not make any deductions, withholdings, or additional payments, including without limitation,
23 medical or other insurance payments or premiums, employee 401(k) contributions or matching
24 employer contributions, wage garnishments to the extent permitted by law, or charity
25 withholdings, from or with respect to the Individual Settlement Payments, and entry of the Order
26 of Final Approval by the Court shall be deemed authority not to make any such deductions,
27 withholdings, or additional payments.

1 3.5.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA
2 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required.
3 PAGA Members will be responsible for paying all other taxes due on their Individual PAGA
4 Payments. PAGA Members will be responsible for paying all taxes due on their Individual
5 PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or
6 additional payments, including without limitation, medical or other insurance payments or
7 premiums, employee 401(k) contributions or matching employer contributions, wage
8 garnishments to the extent permitted by law, or charity withholdings, from or with respect to the
9 Individual PAGA Payments.

10 3.5.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of
11 this section, the “acknowledging party” and each Party to this Stipulation other than the
12 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this
13 Stipulation, and no written communication or disclosure between or among the Parties or their
14 attorneys and other advisers, is or was intended to be, nor shall any such communication or
15 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
16 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
17 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
18 tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
19 entered into this Stipulation based upon the recommendation of any other party or any attorney or
20 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
21 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
22 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
23 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of
24 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
25 treatment or tax structure of any transaction, including any transaction contemplated by this
26 Stipulation.

27 3.6 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
28 under the Settlement will modify any previously credited hours or service under any employee

1 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
2 form the basis for additional contributions to, benefits under, or any other monetary entitlement
3 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments
4 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a
5 going forward basis, as salary, earnings, wages, or any other form of compensation for the
6 purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released
7 Parties retain the right to modify the language of their benefit plans, policies and bonus programs
8 to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are
9 not for "hours worked," "hours paid," "hours of service," or any similar measuring term as
10 defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting,
11 benefit accrual, or any other purpose, and that additional contributions or benefits are not required
12 by this Stipulation of Settlement.

13 3.7 Releases

14 3.7.1 Class Representative's Release. As of the Effective Date, the Class
15 Representative for herself only, shall be deemed to have fully, finally, and forever released the
16 Released Parties from all Class Representative's Released Claims through the Final Approval
17 Date. The Class Representative may hereafter discover claims or facts in addition to, or different
18 from, those which she now knows or believes to exist, but Class Representative expressly agrees
19 to fully, finally and forever settle and release any and all claims against the Released Parties,
20 known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against
21 the other at the time of execution of this Stipulation. The Class Representative shall be deemed to
22 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
23 rights, and benefits she may otherwise have had relating to the Class Representative's Released
24 Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

25 **A general release does not extend to claims that the creditor or**
26 **releasing party does not know or suspect to exist in his or her**
27 **favor at the time of executing the release and that, if known by**
28

1 **him or her, would have materially affected his or her settlement**
 2 **with the debtor or released party.**

3 Notwithstanding the foregoing, Class Representative does not waive or release any claim which
 4 cannot be waived or released by private agreement or law. Class Representative does not waive
 5 or release worker's compensation claims. Further, nothing in this Stipulation shall prevent Class
 6 Representative from filing a charge or complaint with, or from participating in, an investigation
 7 or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or
 8 local agency charged with the enforcement of any employment or other applicable laws. Class
 9 Representative, however, understands that by signing this Stipulation, she waives the right to
 10 recover any damages or to receive other relief in any claim or suit brought by or through the
 11 EEOC, the DFEH or any other state or local deferral agency on his behalf to the fullest extent
 12 permitted by law, but expressly excluding any monetary award or other relief available from the
 13 SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may
 14 not lawfully be waived.

15 3.7.2 Participating Class Member Release. As of the Effective Date, all
 16 Participating Class Members fully and finally release the Released Parties from the Released
 17 Claims that arose during the Class Settlement Period.

18 3.7.3 PAGA Member Release. As of the date of the Effective Date, Plaintiff, as
 19 a representative of the State of California, on behalf of the LWDA and as representative of the
 20 PAGA Members, fully and finally release the Released Parties from the PAGA Released Claims
 21 for the PAGA Settlement Period.

22 4. **APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION**

23 4.1 **Preliminary Approval**

24 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and
 25 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the
 26 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior
 27 review and approval. Plaintiff will provide the motion for preliminary approval to Defendant for
 28 its review and approval at least seven days before filing.

1 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing
2 of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to
3 the LWDA.

4 4.1.3 The Court's preliminary approval of this Settlement shall be embodied in
5 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement
6 and providing for Notice of Settlement to be mailed to the Class in materially the same format
7 attached hereto as **Exhibit 1**, and which will also set the date for the Final Approval Hearing.
8 The Notice of Settlement shall advise Settlement Class Members of their options, which include
9 filing an Opt-Out Request to the class settlement; filing an objection to the Settlement and
10 receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable); or
11 taking no action and receiving an Individual Settlement Payment and an Individual PAGA
12 Payment (if applicable).

13 4.2 **Notice**

14 4.2.1 Delivery of Class Data: No later than thirty (30) calendar days after the
15 Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement
16 Administrator. The Settlement Administrator shall maintain the Class Data, and all data
17 contained within the Class Data, as private and confidential and shall not disclose such data to
18 any persons or entities, unless otherwise required by law. The information in the Class Data is
19 being supplied solely for purposes of the administration of the settlement and cannot be used by
20 the Settlement Administrator or any agent or representative of the Settlement Administrator for
21 any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with
22 the U.S. Postal Service National Change of Address Database and update any addresses for the
23 Settlement Class Members.

24 4.2.2 Notice By First-Class Mail. Within fourteen (14) calendar days of the
25 receipt of the Class Data, the Settlement Administrator will send via United States first class mail
26 the Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is
27 returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run
28 a skip-trace using that Settlement Class Member's social security number in an effort to attempt

1 to ascertain the current address of the Settlement Class Member. If such an address(es) is
2 ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten (10)
3 calendar days. If alternative addresses are obtained for a Settlement Class Member, the
4 Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative
5 addresses.

6 4.3 Opt-Out Requests

7 4.3.1 Settlement Class Members, except for the Class Representative, will have
8 until the Response Deadline within which to opt out of the class portion of this Settlement;
9 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA
10 Members will be mailed an Individual PAGA Payment and be bound by the release of the
11 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement
12 Class Members who want to opt out must timely submit a signed and dated written request to be
13 excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out
14 Request"). The Opt-Out Request must be postmarked on or before the Response Deadline,
15 include the case name and number, the Settlement Class Member's name, address, must be signed
16 by the Settlement Class Member, and must reasonably communicate the Settlement Class
17 Member's election to be excluded from the class Settlement.

18 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
19 Request shall be deemed a Participating Class Member and bound by this Settlement including
20 the Participating Class Member Release. Settlement Class Members who timely submit an
21 executed Opt-Out Request will not be bound by the Participating Class Member Release and will
22 not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement
23 Class Members of their ability to opt-out of the class portion of the Settlement and of the
24 consequences thereof, and further inform them that they cannot opt out of the PAGA settlement.
25 Neither the Parties nor any of their counsel will solicit, encourage, counsel or advise any
26 Settlement Class Member to submit an Opt-Out Request.

1 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
2 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the
3 Objection invalid and the individual will not be deemed a Participating Class Member.

4 4.4 **Objections.** Participating Class Members, except for the Class Representative,
5 may object to the Settlement in person at the Final Approval Hearing and/or in writing.
6 Participating Class Members, except for the Class Representative, will have until the Response
7 Deadline to mail to the Settlement Administrator a written objection to the Settlement. Only
8 Settlement Class Members who have not filed an Opt-Out Request (i.e., Participating Class
9 Members) may object to the Settlement. The written objection should state the Participating
10 Class Member's name and address and describe the reason(s) why the Participating Class
11 Member objects to the Settlement and include or attach any documents upon which the objection
12 is based. The Parties and their counsel will not solicit, encourage, counsel or advise any
13 individual to object to the Settlement.

14 4.5 **Eligible Workweek and Eligible Pay Period Disputes.** Participating Class
15 Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if
16 they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class
17 Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement.
18 Participating Class Members and PAGA Members may do this by submitting information to the
19 Settlement Administrator in writing no later than the Response Deadline. The Settlement
20 Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the
21 dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay
22 Periods to be credited to that Participating Class Member or PAGA Member, the Court shall
23 make the final decision based on the information presented by the individual and the Parties.

24 4.6 **Certification Reports by the Settlement Administrator.** The Settlement
25 Administrator will, on a weekly basis during and for a reasonable period following distribution of
26 the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the
27 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written
28 Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections

1 shall be provided to the Parties' counsel within 2 days of receipt by the Settlement Administrator.
2 To the extent practicable, the weekly updates shall also provide updated data on the extent of
3 Notices of Settlement that are returned undeliverable and any re-mailing efforts.

4 **4.7 Nullification of Settlement.** Defendant shall have the sole right to void and
5 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) five percent
6 (5%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b)
7 the Settlement is construed in such a fashion that Defendant would be required to pay more than
8 the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes,
9 subject to section 3.3.2; or (c) the Court does not certify the Settlement Class, or does not certify a
10 class releasing all of the Released Class Claims defined in this Stipulation, or does not approve
11 the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an
12 order inconsistent with any of the material terms (as determined by Defendant) of this Settlement;
13 (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents
14 the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class
15 Counsel materially breach the Settlement.

16 **4.8 Final Approval and Entry of Final Judgment**

17 **4.8.1** Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
18 of an "Order of Final Approval" and associated entry of Judgment: (a) certifying the Settlement
19 Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in
20 the best interests of the Participating Class Members, (c) approving the PAGA Payment to the
21 LWDA and the PAGA Members; (d) approving Class Counsel's application for an award of
22 attorneys' fees and costs, (e) approving the Class Representative's application for an
23 Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs,
24 and (g) releasing and barring any further Released Class Claims by Participating Class Members
25 and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will provide the
26 motion for final approval to Defendant for its review and approval at least seven days before
27 filing. The Parties and their respective counsel shall make all reasonable efforts to secure entry of
28 the Order of Final Approval. The proposed Order of Final Approval and the associated proposed

1 Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed
2 by the Court.

3 4.8.2 Class Representative and Class Counsel shall be responsible for justifying
4 the amount of the Enhancement Award and attorneys' fees and costs to the Court, and they agree
5 to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any
6 appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less
7 than the amount requested for the Enhancement Award for the Class Representative, only the
8 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant
9 under this Stipulation.

10 4.8.3 If an appeal results in an order materially modifying, setting aside, or
11 vacating any portion of the Stipulation, with the exception of any modification of the amount of
12 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award
13 paid to the Class Representative, each party adversely impacted by the order shall have the right
14 to treat such order as an event preventing Final Approval. To exercise this right, the party must
15 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,
16 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or
17 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such
18 order as an event permanently preventing Final Approval, that Party must meet and confer in
19 good faith with the other Party to determine if an agreement can be reached modifying this
20 Settlement to the mutual satisfaction of the Parties.

21 4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or
22 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to
23 their respective status as of the date and time immediately prior to the execution of this
24 Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the
25 form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,
26 cancelled, declared void, or fails to become effective in accordance with its terms, or if the
27 Judgment does not become a Final Judgment, or if the Effective Date does not occur, this
28 Stipulation (except for those provisions relating to non-admission, denial of liability set forth

herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and provisions shall have no further force and effect and shall not be used in this Actions or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Award paid to the Class Representative, shall constitute grounds for cancellation or termination of the Stipulation, or grounds for limiting any other provision of the Judgment.

4.9 Funding and Distribution of the Settlement Proceeds

4.9.1 Within fifteen (15) calendar days after the Effective Date, Defendant shall pay the Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the Settlement Administrator.

4.9.2 Within fifteen (15) calendar days after Defendant funds the Qualified Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel, and the court-approved Enhancement Award to Class Representative.

4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of all distributions from the Qualified Settlement Account and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

4.9.4 Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court, Class Counsel and Defendant's Counsel.

4.10 Uncashed Checks. After one hundred and eighty (180) calendar days of issuance, funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA

1 Member does not cash or deposit his or her settlement payment check(s) within one-hundred
2 eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be
3 binding on that Participating Class Member or PAGA Member. For any Individual Settlement
4 Payment and Individual PAGA Payment checks uncashed as of 180 days, this Settlement,
5 including its releases, will be binding on that Participating Class Member or PAGA Member, and
6 the amount of that uncashed settlement payment shall be distributed to a *cy pres* recipient, 3.
7 Child Advocates of Silicon Valley, a tax-exempt 501(c)(3) organization that is a child advocacy
8 program for the benefit of children, consistent with the requirements set forth in California Code
9 of Civil Procedure § 384(a).

10 **5. MISCELLANEOUS PROVISIONS**

11 **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
12 Settlement is a fair, adequate and reasonable settlement of the Actions and have arrived at this
13 Settlement in arms-length negotiations, taking into account all relevant factors, present and
14 potential.

15 **5.2 Invalidity of Any Provision.** Before declaring any provision of this Stipulation
16 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
17 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
18 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,
19 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,
20 lawful, and enforceable.

21 **5.3 No Admission.** Neither the acceptance nor the performance by Defendant of the
22 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed
23 to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the
24 allegations in the Complaint, the representative character of the Actions, the validity of any of the
25 claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or
26 PAGA Members in the Actions, or of any liability or guilt of Defendant or the Released Parties in
27 the Actions. Nothing in this Stipulation shall be construed to be or deemed an admission by
28 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, Settlement

1 Class Members, PAGA Members or any other person, and Defendant specifically disclaims any
2 liability, culpability, negligence, or wrongdoing toward Plaintiff, Settlement Class Members,
3 PAGA Members and any other person. Each of the Parties has entered into this Stipulation with
4 the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
5 and contingencies.

6 **5.4 Cooperation.** The Parties agree to cooperate fully with one another to accomplish
7 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
8 execution of such other documents and the taking of such other action as may reasonably be
9 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
10 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that
11 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms
12 set forth herein.

13 **5.5 Privacy of Documents and Information.** Plaintiff and Class Counsel agree that
14 none of the documents and information provided to them by Defendant in connection with the
15 Actions and this Settlement shall be used for any purpose (including in any other litigation) other
16 than this Settlement of the Actions.

17 **5.6 Notices.** Unless otherwise specifically provided herein, all notices, demands, or
18 other communications given hereunder shall be in writing and shall be deemed to have been duly
19 given as of the third business day after mailing by United States certified mail, return receipt
20 requested, addressed as follows:

21 **To the Class Counsel:**

22 James R. Hawkins
23 Gregory Mauro
24 Michael Calvo
25 Lauren Falk
26 Ava Issary
27 JAMES HAWKINS APLC
28 9880 Research Drive, Suite 200
 Irvine, CA 92618

To Defendant:

Brian D. Berry
Sarah Zenewicz
Camille A. Watson
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, California 94105-1126

5.7 **Drafting.** The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation.

5.8 **Publicity.** Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the settlement. Plaintiff and Class Counsel agree that, prior to seeking preliminary approval of the settlement, they will keep the terms of the settlement confidential. From and after preliminary approval of the settlement, Plaintiff and Class Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as class counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Settlement Class Members regarding the Settlement, and nothing shall prohibit Class Counsel from referring to the Settlement in adequacy of counsel declarations or related court filings.

5.9 **No Exclusion by Class Representative.** The Class Representative, by signing this Stipulation, is bound by the terms herein and further agrees not to request to be excluded from the Settlement and not to object to any terms of this Stipulation. Any such request for

1 exclusion or objection shall therefore be void and of no force or effect. Class Counsel and the
2 Class Representative waive any right to file any challenge to the terms of this Stipulation.

3 **5.10 Modification.** This Stipulation may not be changed, altered, or modified, except
4 in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be
5 discharged except by performance in accordance with its terms or by a writing used by the Parties
6 hereto.

7 **5.11 Binding on Successors.** This Stipulation shall be binding upon and inure to the
8 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
9 successors, and assigns.

10 **5.12 Execution in Counterparts.** This Stipulation shall become effective upon its
11 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
12 execution of counterparts shall have the same force and effect as if all Parties had signed the same
13 instrument.

14 **5.13 Jurisdiction.** The Court shall retain jurisdiction with respect to the
15 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to
16 the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied
17 in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained
18 only in the Court.

19 **5.14 Headings.** Paragraph titles or captions contained in the Stipulation are inserted as
20 a matter of convenience and for reference, and in no way define, limit, extend, or describe the
21 scope of this Stipulation, or any provision thereof.

22 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
23 their duly authorized attorneys, as of the day and year herein set forth.

24 **AGREED AND UNDERSTOOD.**

25 4/4/2024
26 Dated: _____,

PLAINTIFF NHYELA WASHINGTON

DocuSigned by:

Nhyela Washington

A997A97F156F43D...

Nhyela Washington

1 Dated: April 9, 2024

DEFENDANT PREDICINE, INC.

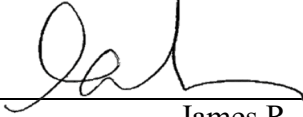
2 
3 Shidong Jia (Apr 9, 2024 09:24 PDT)

By: Shidong Jia, Chief Executive Officer

4 **APPROVED AS TO FORM:**

5 JAMES HAWKINS APLC

6
7 Dated: 04.04.24

By: 

James R. Hawkins

Gregory Mauro

Michael Calvo

Lauren Falk

Ava Issary

Counsel for Plaintiff

11 MORGAN, LEWIS & BOCKIUS LLP

12
13 Dated: _____, 2024

By: _____

Brian D. Berry

Sarah Zenewicz

Camille A. Watson

Counsel for Defendant

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Dated: _____, 2024

DEFENDANT PREDICINE, INC.

By: Shidong Jia, Chief Executive Officer

APPROVED AS TO FORM:

JAMES HAWKINS APLC

Dated: _____, 2024

By: _____

James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary
Counsel for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: April 9, 2024

By: _____

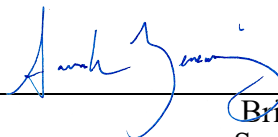

Brian D. Berry
Sarah Zenewicz
Camille A. Watson
Counsel for Defendant

EXHIBIT 1

Nhyela Washington v. Predicine, Inc.
Alameda County Superior Court Case No. 21CV003730

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All current and former California non-exempt employees of Predicine, Inc. (“Defendant”), who worked at any time between December 7, 2017, and _____ (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING	Write to the Court if you think the settlement is not fair.
OBJECT AT A HEARING	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Notice about?

The purpose of this Notice is to inform you of the settlement a class and PAGA action filed in Alameda County Superior Court on behalf of all current and former California non-exempt employees of Defendant.

Plaintiff Nhyela Washington initiated this lawsuit on December 7, 2021, by filing a Class Action Complaint in Alameda County Superior Court. The operative First Amended Complaint alleges causes of action for (1) failure to pay wages including overtime; (2) failure to provide meal periods or pay meal period premiums; (3) failure to authorize and permit rest periods or pay rest period premiums; (4) failure to timely pay wages at termination; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; and (7) violation of Business and Professions Code sections 17200, *et seq.*; and (8) enforcement of Labor Code section 2698, *et seq.* (“PAGA”). The lawsuit is referred to in this Notice as the “Action.”

Defendant denies all allegations in the Action and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

On March 29, 2023, Plaintiff and Defendant attended a private mediation with an experienced wage and hour mediator. Through arms-length negotiations, the Parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this Notice?

You received this Notice because Defendant’s records identify you as a Settlement Class Member during the period between December 7, 2017, and _____ (the “Class Settlement Period”). The Settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the California Private Attorneys’ General Act (“PAGA”). You may also be a “PAGA Member” if you worked for Defendant during the period from December 7, 2020, through _____ (the “PAGA Settlement Period”).

The purpose of this notice is to explain the Action, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Action is the California Superior Court for Alameda County, and the Action is known as *Nhyela Washington v. Predicine, Inc.*, Case No. 21CV003730. The Court held a hearing on _____, 2023, and the Judge Brad Seligman preliminarily approved this Settlement and directed that you and the rest of the Settlement Class receive this Notice.

The Court will hold a Final Approval hearing concerning the Settlement on _____, 2023 at _____, in Alameda County Superior Court, Department 23, Administration Building, 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed to a trial on a class or representative basis. There was no trial, nor has the Court made any decisions on the merits. Instead, both sides agreed to a no-fault settlement of the Action after engaging in arms-length negotiations through a private mediation.

4. **Who are the Attorneys for the Settlement Class and the PAGA Members?**

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618, (949) 387-7200

THE TERMS OF THE SETTLEMENT

5. **What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$95,000 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of one-third of the Gross Settlement Amount, which is \$31,666.66 and up to \$17,000 in costs; a Class Representative Enhancement Award of \$5,000 to Plaintiff for her work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of the Action) and for signing a general release of any claims she may have against Defendant; a \$4,000 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 75% will go to the California Labor Workforce Development Agency (“LWDA”) and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to Apex Class Action Settlement Administrators, estimated at \$4,000. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$33,333.34. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) from the Settlement.

6. **How will the Individual Settlement Payments to Participating Class Members be calculated?**

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.**

Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement. No amount of the Gross Settlement Amount will revert to Defendant, even if Settlement Class Members choose to opt out of the Settlement. In the event that any Settlement Class Member chooses to opt out of the Settlement, the Individual Settlement Payments that would have been apportioned to that individual will instead be distributed to the Participating Class Members.

Each Participating Class Member’s Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Settlement Period (from December 7, 2017, to _____) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for alleged interest, penalties and unreimbursed expenses. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest, penalties and unreimbursed expenses if required

by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED].

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$4,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$30,000, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$1,000, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (from December 7, 2020, to [REDACTED]) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at [REDACTED] if you need to update your contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2023. *[60 days within mailing of Notice]*. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement

check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” claims against the Released Parties, as follows:

Released Parties: Defendant and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members (Settlement Class Members who do not timely opt out of the Class Settlement) will release the Released Parties from all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the Lawsuit, and all claims that could have been asserted in the Action arising from the same alleged facts in the complaints or in any PAGA letter sent by Plaintiff to the LWDA, including causes of action for (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest breaks and pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay wages during employment and all final wages; (7) failure to provide accurate itemized wage statements; (8) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(7); and all claims for attorneys’ fees and costs based on the foregoing, that accrue during the Class Settlement Period (the “Released Class Claims”).

11. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, then the PAGA Members will fully and finally release the Released Parties from all claims for civil penalties under PAGA asserted in the Action during the PAGA Settlement Period, and all claims that could have been asserted in the Action based on the same alleged facts in the complaint or in any PAGA letter sent by Plaintiff to the LWDA, including but not limited to claims for violations of the California Labor Code for unpaid minimum wages, unpaid overtime wages, unpaid meal period premiums, unpaid rest period premiums, inaccurate wage statements, failure to keep accurate records, failure to indemnify for all necessary business expenses, and failure to timely pay wages during employment or at termination.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself (“opt out”) of the class portion of the Settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for any claims covered by the Released Class Claims, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, “opt out” of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before [REDACTED], 2023. [60 days within mailing of Notice] Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

13. If I don't exclude myself from the class settlement, can I sue Defendant for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

If you do not think the Settlement is fair, then you can object to some or all aspects of the Settlement. Even if you object, if the Court approves the Settlement, then you will still receive an Individual Settlement Payment. Unless you opt-out of the class portion Settlement and you will be bound by Released Class Claims. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing can be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2023, at the following address:

[Settlement Admin Address]

The written objection should state your name, address, and describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approve the settlement?

The Court will hold a Final Approval hearing on [REDACTED], 2023 at [REDACTED], in Alameda County Superior Court, Department 23, Administration Building, 1221 Oak Street, Oakland, CA 94612. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. However, any Settlement Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, _____ by calling toll free 1-800 [REDACTED], or you can write to [Admin at Address].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR INFORMATION.

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Exhibit C

Matter Billing Detail

Report Date:8/21/2024

Report Time:12:05PM

Page:1 of 2

User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range:01/01/1900 to 08/21/2024

Client: PREDICINE - Nhyela Washington

Matter: PREDICINE - Predicine Inc.- Nhyela Washington v. Predicine Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/07/2021	FST	First Legal Network - E-Filing, Complaint, civil case cover sheet ; summons IN#30182125	\$1,618.45		Unbilled				
04/01/2022	FST	First Legal Network - E-Filing - Case Management Statement, Joint Initial Case Managment Report IN# 30195930	\$80.90		Unbilled				
08/02/2022	FST	First Legal Network- E-Filing: CM Stmt, Joint Stip to Cont Initial IN#30209403	\$95.95		Unbilled				
08/26/2022	MED	Mediation Services- IN#24417 CK#10191	\$10,000.00		Unbilled				
04/14/2023	EXA	Expert Analysis IN#8482 CK#10750	\$2,250.00		Unbilled				
08/17/2023	CRT	Court Documents - 4.28.23 Minute Order	\$1.00		Unbilled				
08/24/2023	FST	First Legal Network - E-Filing - Stip for leave to file first IN# 30248438	\$64.70		Unbilled				
08/29/2023	FST	First Legal Network - Filing - Amended Complaint IN# 30252348	\$1,142.70		Unbilled				
11/21/2023	CRT	Court Documents - Minute Order	\$1.00		Unbilled				
11/28/2023	FST	First Legal Network - Filing - Joint Case Management Report IN# 30260163	\$42.70		Unbilled				
01/31/2024	FST	First Legal Network - Filing - Proposed Order Granting Motion IN# 30271388	\$157.45		Unbilled				
02/19/2024	CRT	Court Documents-02.16.24 Minute Order & 02.16.24 Order Re Related Case	\$4.00		Unbilled				
03/25/2024	FST	First Legal Network - Filing - Joint Stipulation and Proposed Order IN# 30275374	\$66.90		Unbilled				
04/09/2024	FST	First Legal Network - E-Filing - Supplemental Declaration of James IN# 30279435	\$44.90		Unbilled				
		Total:	\$15,570.65	\$0.00					
		Balance:	\$15,570.65						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$15,570.65						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 08/21/2024
Client: PREDICINE - Nhyela Washington
Matter: PREDICINEPAGA - Predicine Inc. PAGA- Nhyela Washington v. Predicine

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
12/15/2021	FIL	Filing Fee LWDA filing Fee	\$75.00		Unbilled				
12/15/2021	POS	Postage- LWDA letter to the Agent	\$8.99		Unbilled				
Total:			\$83.99	\$0.00					
Balance:			\$83.99						
Total Fees Billed- - - - -		\$0.00							
Total Fees Unbilled : - - - - -		\$0.00							
Total Fees Received : - - - - -		\$0.00							
Total Soft Cost Billed : - - - - -		\$0.00							
Total Soft Cost Unbilled : - - - - -		\$0.00							
Total Soft Cost Received : - - - - -		\$0.00							
Total Hard Cost Billed : - - - - -		\$0.00							
Total Hard Cost Unbilled : - - - - -		\$83.99							
Total Hard Cost Received : - - - - -		\$0.00							
Total Taxes Billed : - - - - -		\$0.00							
Total Taxes Unbilled : - - - - -		\$0.00							
Total Taxes Received : - - - - -		\$0.00							
Total Late Charges Billed : - - - - -		\$0.00							
Total Late Charges Unbilled: - - - - -		\$0.00							
Total Late Charges Received : - - - - -		\$0.00							
Trust Balance: - - - - -		\$0.00							

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Exhibit D

JAMES HAWKINS APLC
 James R. Hawkins (#192925)
 Gregory Mauro (#222239)
 Michael Calvo (#314986)
 Lauren Falk (#316893)
 Ava Issary (#342252)
 9880 Research Drive, Suite 200
 Irvine, CA 92618
 Tel.: (949) 387-7200
 Fax: (949) 387-6676
 Email: James@jameshawkinsaplc.com
 Email: Greg@jameshawkinsaplc.com
 Email: Michael@jameshawkinsaplc.com
 Email: Lauren@jameshawkinsaplc.com
 Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff NHYELA WASHINGTON,
 individually and on behalf of all others similarly situated

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

NHYELA WASHINGTON, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

PREDICINE, INC., A Delaware Corporation;
 and does 1-50, inclusive,

Defendant.

Case No. 21CV003730

Assigned for all Purposes to:
 Hon. Michael Markman
 Dept. 23

**DECLARATION OF PLAINTIFF NHYELA
 WASHINGTON IN SUPPORT OF MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: September 19, 2024
 Time: 10:00 a.m.
 Dept.: 23

Reservation #A-03730-001

DECLARATION OF NHYELA WASHINGTON

I, NHYELA WASHINGTON hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Final Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant PREDICINE, INC. ("Defendant") in approximately April 2021 as a Non-Exempt Employee working as a receptionist and worked during the liability period for Defendant until my separation from Defendant's employ in approximately June 2021. I typically worked 5 days a week and 40 or more hours per week.

3. As a non-exempt employee, I suffered the same damages as other employees. These included Defendant's failure to pay minimum and overtime wages, failure to pay all wages earned and owed upon separation from Defendant's employ, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, and violations under the UCL all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and

1
2 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
3 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
4 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
5 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
6 contacted my attorneys to stay current on the status of the litigation, and to discuss my
7 attorneys' progress in prosecuting the claims.

8 7. Since I believe I was not paid overtime and minimum wages owed to me, not
9 paid all wages earned and owed upon separation from Defendant's employ, not provided meal
10 and rest periods, not provided accurate itemized wage statements, not reimbursed necessary
11 business expenses, as well as violations under the UCL all in accordance with California law
12 and that I have been similarly injured as to all other class members in the settlement who
13 worked for Defendant during the class period, I believe the claims asserted in the Complaint
14 are also shared by the other Class Members. I worked with various other non-exempt employees
15 and I believe we were all treated the same and subject to the same unlawful policies.

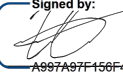
16 8. Since I agreed to become a Class Representative, I have worked every step of the
17 way with my attorneys. During the course of the litigation I have always kept the best interest
18 of the Class Members on equal footing as mine. I have been, and I am willing to continue to
19 pursue the Class Members' claims vigorously on our collective behalf if the Settlement is not
20 finally approved. As a result, I firmly believe that I do not have any interests adverse to the
21 interests of the Class Members. I have maintained the Class Members best interest from the
22 inception of the case.

23 9. As a Class Representative, I have spent numerous hours consulting with my
24 attorneys, providing documentation, consulting with other Class Members, responding to
25 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
26 review documents received, helping my attorneys in preparing for the mediation and attending
27 the mediation via telephone. I was consulted about the status of the case and provided constant
28 feedback about the case from my attorneys including the mediation, settlement negotiations and
eventual settlement. I estimate I have spent approximately 44 hours working on this case.

10. I understand from my counsel that there have been zero objections and one request for opt out by Class Members and as a result have embraced the settlement.

11. From the beginning of this case, I have freely chosen to accept the risks of being a Class Representative in this class action lawsuit. I chose to assume these risks and pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have achieved that result with the settlement and the individual payments to the Class Members. I believe the settlement is fair reasonable and adequate based on the numerous defenses asserted by Defendant. I believe the efforts and work I put forth helped to achieve the fair settlement that will benefit the Class Members. As a result of my efforts, I also believe the Class Representative Enhancement Award is reasonable, and I respectfully request the Court approve the amount of \$5,000.00 to the named Plaintiff.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on August 20, 2024, at Castro Valley, California.

Signed by:

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 NHYELA WASHINGTON