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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DOUGLAS NGUYEN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

BRENNER-FIEDLER & ASSOCIATES, INC., a
California corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVRI2100690

CONSOLIDATED CLASS ACTION

Assigned for All Purposes To:
Honorable Craig Riemer
Department 1

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: February 11, 2021
Trial Date: None Set

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Attorneys for Defendant Brenner-Fiedler & Associates, Inc.

1 This Joint Stipulation of Class Action Settlement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made and entered between Douglas Nguyen (“Plaintiff” or “Class
3 Representative”), on behalf of himself and all others similarly situated, and Defendant Brenner-
4 Fiedler & Associates, Inc., a California corporation (“Defendant”) (collectively, the “Parties”).

5 DEFINITIONS

6 The following definitions are applicable to this Settlement Agreement.

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

8 1. “Action” means *Nguyen v. Brenner-Fiedler & Associates, Inc.*, Riverside County
9 Superior Court Case Number: CVRI2100690.

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

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

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

20 5. “Class Member(s)” or “Class” means all individuals who have previously been or
21 currently are employed by Defendant as hourly-paid or non-exempt employees in the State of
22 California at any time from August 16, 2016, through April 13, 2022. “Class Members” shall not
23 include any person who submits a timely and valid Request for Exclusion. There are approximately
24 one hundred seventeen (117) persons answering to this definition.

25 6. “Class Period” means the period from August 16, 2016 through April 13, 2022.

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1 7. “Class Representative Enhancement Payment” means the amount approved by the
2 Court to be paid to Plaintiff in recognition of his contributions to the Action on behalf of Class
3 Members and Eligible Aggrieved Employees, to be paid from the Maximum Settlement Amount.

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

5 9. “Defendant” means Brenner-Fiedler & Associates, Inc.

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

16 11. “Eligible Aggrieved Employees” means all individuals who have previously been or
17 currently are employed by Defendant as hourly-paid or non-exempt employees in the State of
18 California at any time from March 14, 2021 through April 13, 2022.

19 12. “Individual PAGA Payments” means each Eligible Aggrieved Employee’s share of
20 twenty-five percent (25%) of the PAGA Payment (\$3,750). Eligible Aggrieved Employees will
21 automatically receive their Individual PAGA Payments even if they opt out of the Settlement.

22 13. “Individual Settlement Payment” means each Class Member’s share of the Net
23 Settlement Amount. Class Members will automatically receive their Individual Settlement Payments
24 unless they opt out of the Settlement. Class Members are not required to submit claim forms to
25 receive their share of the Individual Settlement Payments.

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1 14. “Maximum Settlement Amount” is the amount of \$150,000, which is the maximum
2 amount to be paid by Defendant pursuant to this Settlement Agreement. The Maximum Settlement
3 Amount includes all Individual Settlement Payments to Class Members, the Class Representative
4 Enhancement Payment to Plaintiff, the Attorneys’ Fees and Costs to Class Counsel, the Settlement
5 Administration Costs to the Settlement Administrator, and the PAGA Payment as specified in this
6 Agreement. Defendant shall pay the employer’s share of payroll taxes due on the portion of
7 Individual Settlement Payments allocated to wages separately and in addition to the Maximum
8 Settlement Amount. The Parties agree that Defendant will have no obligation to pay any amount in
9 connection with this Settlement Agreement apart from the Maximum Settlement Amount and the
10 employer’s share of payroll taxes due on the portion of Individual Settlement Payments allocated to
11 wages. The Parties also agree none of the Maximum Settlement Amount will revert to Defendant.

12 15. “Net Settlement Amount” means the Maximum Settlement Amount less the Class
13 Representative Enhancement Payment, the Attorneys’ Fees and Costs, the Settlement Administration
14 Costs, and the PAGA Payment as specified in this Agreement.

15 16. “Notice of Class Action Settlement” means the notice of settlement, attached hereto
16 as **Exhibit A**, to be mailed to all members of the Class upon Preliminary Approval.

17 17. “Notice Packet” means the Notice of Class Action Settlement, the Objection Form,
18 and the Request For Exclusion collectively that will be mailed to all members of the Class upon
19 Preliminary Approval.

20 18. “Objection” means any written objection to this Settlement sent by a Class Member
21 to the Settlement Administrator as specified herein and in the Notice of Settlement. An Objection to
22 Settlement must be sent to the Settlement Administrator within the time limitations set forth in this
23 Stipulation. Class Members and Eligible Aggrieved Employees can object to the class action portion
24 of the Settlement but cannot object to the PAGA portion of the Settlement.

25 19. “Objection Form” means the form Class Members can use to submit Objections
26 regarding this Settlement to the Settlement Administrator. The Objection Form must state: (a) the
27 case name and number; (b) the name of the Class Member; (c) the address and telephone number of
28 the Class Member; (e) the last four digits of the Class Member’s Social Security Number; and (f)

1 the basis for the Objection. Class Members and Eligible Aggrieved Employees cannot use the
2 Objection Form to object to the PAGA portion of the Settlement. The Objection Form is attached
3 hereto as **Exhibit B**, to be mailed to all members of the Class upon Preliminary Approval.

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

5 21. "PAGA Payment" means the payment made hereunder to the California Labor and
6 Workforce Development Agency ("LWDA") and the Eligible Aggrieved Employees for settlement
7 of claims for civil penalties under PAGA. Eligible Aggrieved Employees will still receive their share
8 of twenty-five percent (25%) of the PAGA Payment (\$3,750) even if they submit valid and timely
9 Requests for Exclusion.

10 22. "PAGA Period" means the period from March 14, 2021 through April 13, 2022.

11 23. "Parties" means Plaintiff and Defendant collectively.

12 24. "Plaintiff" means Douglas Nguyen.

13 25. "Preliminary Approval" means the Court order granting preliminary approval of the
14 Settlement Agreement.

15 26. "Released Claims" means all causes of action and factual or legal theories that were
16 alleged in the operative complaints or that could have been alleged against Defendant based on the
17 allegations in the operative complaints. This includes all of the following claims for relief: (a) failure
18 to pay all regular wages, minimum wages, sick leave and overtime wages due; (b) failure to provide
19 proper meal and rest periods and to properly provide premium pay in lieu thereof; (c) failure to
20 provide complete, accurate or properly formatted wage statements and payroll records; (d) failure to
21 reimburse necessary business expenditures; (e) failure to pay waiting time penalties; (f) failure to
22 timely pay wages during employment, (g) unlawful deductions of wages, (h) engaging in unfair
23 business practices that could have been premised on the claims, causes of action or legal theories of
24 relief described above or any of the claims, causes of action or legal theories of relief pleaded in the
25 operative complaints; (i) all claims under the California Labor Code Private Attorneys General Act
26 of 2004, which shall only bind Plaintiff and the State of California, that were described in Plaintiff's
27 notice letter sent to the LWDA March 14, 2022 and only to the extent that these claims were alleged
28 in the operative complaints; (j) any other claims or penalties under the Labor Code or other wage-

1 and-hour laws pleaded in the Action; and (k) all damages, penalties, interest, and other amounts
2 recoverable under said claims, causes of action or legal theories of relief. The period of the Released
3 Claims shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be
4 the same as that of the Released Claims.

5 26(a). Eligible Aggrieved Employees do not release their claims for wages except as
6 otherwise provided by the preceding paragraph. Plaintiff does not release Class Members' claims for
7 wages if they submitted valid and timely Requests for Exclusion. Defendant shall be entitled to a
8 release of Released Claims occurring during the Class Period only during such time the Class
9 Member was classified as non-exempt or hourly-paid employees and excludes all other claims for
10 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
11 compensation, claims while classified as exempt, and claims outside of the Class Period.

12 27. "Released Parties" means Defendant together with its officers, directors, employees,
13 and agents.

14 28. "Request for Exclusion" means a timely written request by a Class Member to be
15 excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address,
16 telephone number and last four digits of the Social Security Number of the Class Member requesting
17 exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d)
18 clearly state that the Class Member does not wish to be included in the Settlement; and (e) be
19 postmarked on or before the Response Deadline. Class Members and Eligible Aggrieved Employees
20 cannot use the Request for Exclusion form to exclude themselves from the PAGA portion of the
21 Settlement. The Request for Exclusion is attached hereto as **Exhibit C**, to be mailed to all members
22 of the Class upon Preliminary Approval.

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

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

31. “Settlement Administration Costs” includes all costs payable to the Settlement Administrator for administering this Settlement, including, but not limited to: (a) printing, distributing, and tracking notice and other documents for this Settlement; (b) tax reporting; (c) setting up the interest-bearing Qualified Settlement Fund (“QSF”); (d) calculating and distributing all payments to be made pursuant to this Settlement; and (e) providing necessary reports and declarations as requested by the Parties.

32. “Total Hours Worked” means the number of hours that the Class Member and Eligible Aggrieved Employee worked as a non-exempt or hourly-paid employee in California during the Class Period and PAGA Period respectively.

33. “Total Hours Worked Value for Class Members” means the value of each compensable hour worked by Class Members, as determined by the formula set forth in herein.

34. “Total Hours Worked Value for Eligible Aggrieved Employees” means the value of each compensable hour worked by Eligible Aggrieved Employees, as determined by the formula set forth herein.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Class, and Defendant agree as follows:

35. Funding of the Maximum Settlement Amount. Defendant will make a single payment of \$150,000 into the QSF, which the Settlement Administrator will manage and establish, within ten (10) days of the Effective Date. The Maximum Settlement Amount will be used to pay: (a) the Individual Settlement Payments to Class Members; (b) the Class Representative Enhancement Payment to Plaintiff; (c) the Attorneys' Fees and Costs to Class Counsel; (d) the PAGA Payment to the LWDA and Eligible Aggrieved Employees; and (e) the Settlement Administration Costs to the Settlement Administrator.

1 36. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and
2 Costs of no more than \$52,500 in attorney's fees, (35% of the Maximum Settlement Amount) and
3 no more than \$20,000 in attorneys' costs, and Defendant agrees not to oppose such application. All
4 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiff and Class
5 Counsel will not have the right to revoke this Settlement if the Court fails to approve the sum of
6 Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and Costs
7 not awarded to Class Counsel will be added to the Net Settlement Amount.

8 37. Class Representative Enhancement Payment. Plaintiff will apply to the Court for a
9 Class Representative Enhancement Payment of no more than \$10,000 for his efforts and work in
10 prosecuting the Action on behalf of Class Members and Eligible Aggrieved Employees, and
11 Defendant agrees not to oppose such application. The Class Representative Enhancement Payment,
12 which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's right to
13 an Individual Settlement Payment pursuant to this Settlement. Plaintiff will be solely and legally
14 responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment
15 and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising
16 as a result of the payments. Plaintiff will not have the right to revoke this Settlement if the Court
17 fails to approve the amount sought by Plaintiff as a Class Representative Enhancement Payment.
18 Any portion of the Class Representative Enhancement Payment not awarded to the Class
19 Representatives will be added to the Net Settlement Amount.

20 38. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments. These costs, which
22 will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) the required tax
23 reporting on the Individual Settlement Payments; (b) the issuing of 1099 IRS Forms; (c) preparing
24 and distributing Notice Packets; (d) setting up the QSF; (e) calculating and distributing all payments
25 to be made pursuant to the Settlement; and (f) providing necessary reports and declarations. The
26 Settlement Administration Costs are currently estimated at \$3,795 but will not exceed \$5,000. All
27 the Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon
28 completion of all duties required to be performed by the Settlement Administrator under the terms

1 of this Settlement or required by the Court. Any portion of the Settlement Administration Costs not
2 awarded to the Settlement Administrator will be added to the Net Settlement Amount.

3 39. PAGA Payment. \$15,000 shall be allocated from the Maximum Settlement Amount
4 for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay
5 seventy-five percent (75%) the PAGA Payment (\$11,250) to the LWDA and twenty-five percent
6 (25%) of the PAGA Payment (\$3,750) to Eligible Aggrieved Employees, on a pro rata basis, as
7 described in this Agreement. Each Eligible Aggrieved Employee's pro rata share of the \$3,750 will
8 be part of his or her Individual PAGA Payment. Eligible Aggrieved Employees will receive their
9 portion of the PAGA Payment even if they submit valid and timely Requests for Exclusion.

10 40. Individual Settlement Payment Calculations. Individual Settlement Payments to
11 Class Members will be calculated and apportioned from the Net Settlement Amount based on the
12 number of hours a Class Member worked during the Class Period as a non-exempt or hourly-paid
13 employee in California. Calculations of Individual Settlement Payments will be made as such:

14 40(a). The Settlement Administrator will first calculate the Total Hours Worked by
15 each Class Member as a non-exempt or hourly-paid employee in California during the Class Period
16 and the aggregate Total Hours Worked by all Class Members as non-exempt or hourly-paid
17 employees in California during the Class Period.

18 40(b). To determine each Class Member's estimated Individual Settlement Payment,
19 the Settlement Administrator will use the following formula: the Net Settlement Amount will be
20 divided by the Total Hours Worked by all Class Members during the Class Period, resulting in the
21 Total Hours Worked Value for Class Members. Each Class Member's Individual Settlement Payment
22 will then be calculated by multiplying each individual Class Member's Total Hours Worked by the
23 Total Hours Worked Value for Class Members.

24 40(c). The entire Net Settlement Amount will be disbursed as Individual Settlement
25 Payments to Class. If there are any valid and timely Requests for Exclusion from Class Members,
26 the Settlement Administrator shall proportionately increase the Individual Settlement Payment for
27 each Class Member according to the number of the opt-out Class Member's Total Hours Worked, so
28 that the amount distributed to the Class equals one hundred percent (100%) of the Net Settlement

1 Amount. Additionally, all interest accrued from Defendant's payments into the QSF during the
2 funding process and through distribution will be added to the Net Settlement Amount and the
3 Individual Settlement Payments will be proportionally increased on a pro rata basis.

4 41. Individual PAGA Payment Calculations. Individual PAGA Payments to Eligible
5 Aggrieved Employees will be calculated and apportioned from the twenty-five percent (25%) of the
6 PAGA Payment (\$3,750) based on the number of hours an Eligible Aggrieved Employee worked
7 during the PAGA Period as a non-exempt or hourly-paid employee in California. Calculations of
8 Individual PAGA Payments will be made as such:

9 41(a). The Settlement Administrator will first calculate the Total Hours Worked by
10 each Eligible Aggrieved Employees as a non-exempt or hourly-paid employee in California during
11 the PAGA Period and the aggregate Total Hours Worked by all Eligible Aggrieved Employees as
12 non-exempt or hourly-paid employees in California during PAGA Period.

13 41(b). To determine each Eligible Aggrieved Employee's estimated Individual
14 PAGA Payment, the Settlement Administrator will use the following formula: the twenty-five
15 percent (25%) of the PAGA Payment (\$3,750) will be divided by the Total Hours Worked by all
16 Eligible Aggrieved Employees during the PAGA Period, resulting in the Total Hours Worked Value
17 for Eligible Aggrieved Employees. Each Eligible Aggrieved Employee's Individual PAGA Payment
18 will then be calculated by multiplying each individual Eligible Aggrieved Employee's Total Hours
19 Worked by the Total Hours Worked Value for Eligible Aggrieved Employees.

20 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Class
21 Members under this Settlement, as well as any other payments made pursuant to this Settlement,
22 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
23 Members may be eligible. This includes but is not limited to: (a) profit-sharing plans; (b) bonus
24 plans; (c) 401(k) plans; (d) stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO
25 plans; and (h) any other benefit plan. It is the Parties' intention this Agreement will not affect any
26 rights, contributions, or amounts to which Class Members may be entitled under any benefit plans.

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

8 44. Funding of the Qualified Settlement Fund. To facilitate the funding of the QSF for
9 distribution as detailed above, Defendant will make a single payment of the \$150,000 into the QSF,
10 which the Settlement Administrator will manage and establish, within ten (10) days of the Effective
11 Date. The Settlement Administrator will notify Defendant's counsel of the account information to
12 which Defendant will wire the payment into the QSF to fund the Maximum Settlement Amount.
13 Upon establishing the QSF, the Settlement Administrator will maintain the fund through preliminary
14 approval, settlement administration, and the final approval process.

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

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

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

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

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

16 50. Requests for Exclusion. Any Class Member wishing to opt-out from the Settlement
17 must sign and postmark a valid and timely written Request for Exclusion to the Settlement
18 Administrator within the Response Deadline (no less than 45 calendar days from the initial mailing
19 of the Notice Packet by the Settlement Administrator). The postmark date will be the exclusive
20 means to determine whether a Request for Exclusion has been timely submitted. The Parties and
21 their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt out of the
22 Settlement. A Class Member who properly submits a valid and timely request to be excluded from
23 the Action will not receive an Individual Settlement Payment, will not be bound by the class action
24 releases of the Settlement, and will not have standing to object to the Settlement. A Request for
25 Exclusion must be mailed to the Settlement Administrator at its address to be provided in the Notice
26 Packet. The Settlement Administrator will promptly transmit the requests for exclusion to the Parties'
27 counsel. Class Counsel will include all Requests for Exclusion received with Plaintiff's motion for
28 final approval of the Settlement.

1 50(a). PAGA Portion of the Settlement. A Class Member who properly submits a
2 valid and timely request to be excluded from the Action will still receive his or her Individual PAGA
3 Payment if he or she is also an Eligible Aggrieved Employee. In the other words, a Class Member
4 will still be bound by the PAGA portion of this Settlement even if he or she submits a valid and
5 timely request to be excluded.

6 50(b). Defective Submissions. If a Class Member's Request for Exclusion is
7 defective as to the requirements listed herein, that Class Member will be given an opportunity to
8 cure the defect(s). Specifically, the Settlement Administrator will mail the Class Member a cure letter
9 within three (3) business days of receiving the defective submission to advise the Class Member that
10 his or her submission is defective and that the defect must be cured to render the Request for
11 Exclusion valid. The Class Member will have until the later of: (a) the Response Deadline; or (b)
12 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
13 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that
14 period, it will be deemed untimely.

15 50(c). Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
16 Member who does not affirmatively opt out of the Settlement by submitting a timely and valid
17 Request for Exclusion will be bound by all its terms, including those pertaining to the Released
18 Claims, as well as any Judgment that may be entered by the Court if it grants final approval.

19 51. Objection Procedures. The Notice Packet shall state that Class Members who wish
20 to object to the Settlement may do so by submitting an Objection Form to the Settlement
21 Administrator by the Response Deadline (no less than 45 calendar days from the initial mailing of
22 the Notice Packet by the Settlement Administrator). The postmark date of the filing and service will
23 be deemed the exclusive means for determining that the Objection is timely. However, Class
24 Members are not required to appear at the hearing for Final Approval to have their Objections
25 considered. The Settlement Administrator will promptly provide any Objection Forms to the Parties'
26 counsel upon receiving them. Class Counsel will include all Objections received and Plaintiff's
27 response(s) with Plaintiff's motion for final approval of the Settlement. Class Members may also
28 have a right to have their Objections heard at the Final Approval/Settlement Fairness Hearing. Class

1 Counsel will not represent any Class Members with respect to any such Objections to this Settlement.
2 Any Class Members who request exclusion from the Settlement will not have standing to object to
3 it. If a Class Member objects to the Settlement, the Class Member will remain a member of the Class,
4 and if the Court approves this Settlement, the objecting Class Member will be deemed a member of
5 the Class and be bound by the terms of the Settlement and Final Approval in the same way and to
6 the same extent as a Class Member who did not object.

7 51(a). PAGA Portion of the Settlement. Class Members and Aggrieved Employees
8 cannot object to the PAGA portion of the Settlement.

9 52. Settlement Administrator Reports. The Settlement Administrator will provide the
10 Parties' counsel a weekly report of the number of Class Members who have submitted valid Requests
11 for Exclusion, Objection Forms, and disputes regarding Total Hours Worked calculations. The
12 Settlement Administrator will also provide the Parties' counsel any updated reports regarding the
13 administration of the Settlement Agreement as needed or requested.

14 53. Distribution and Timing of Payments: Within thirty (30) days of the Effective Date,
15 and after Defendant has fully funded the QSF with the Maximum Settlement Amount, the Settlement
16 Administrator will issue payments to: (a) all Class Members who have not submitted a valid and
17 timely Request for Exclusion, including any Class Member whose notice was returned as
18 undeliverable; (b) Eligible Aggrieved Employees; (c) Plaintiff; (d) Class Counsel; and (e) the
19 LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services
20 performed in connection with the Settlement. The Settlement Administrator will pay Individual
21 Settlement Payments from the Net Settlement Amount to all Class Members who do not timely
22 request exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the
23 twenty-five percent (25%) portion of the PAGA Payment (\$3,750) to all Eligible Aggrieved
24 Employees. The Settlement Administrator will submit these payments by sending a check in the
25 appropriate amount to the Class Members at the address indicated in the Class List provided by
26 Defendant, or as later determined by the Settlement Administrator to be correct.

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

15 55. Certification of Completion. Upon completion of administration of the Settlement,
16 the Settlement Administrator will provide a written declaration under oath to certify such completion
17 to the Court and the Parties’ counsel.

18 56. Allocation of Individual Settlement Payments. All Individual Settlement Payments
19 will be allocated as follows: (a) twenty percent (20%) as wages; (b) forty percent (40%) as interest;
20 and (c) forty percent (40%) as penalties. All interest accrued from Defendant’s installment payments
21 into the QSF during the funding process and through distribution will be added to the Net Settlement
22 Amount, and Individual Settlement Payments will be proportionally increased on a pro rata basis.
23 The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for
24 amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties.

25 57. Allocation of Individual PAGA Payments. All Individual PAGA Payments will be
26 allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible
27 for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee’s
28 Individual Settlement Payment exceeds \$600.

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

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

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

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

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

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

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

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

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

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

13 66. General Release by Plaintiff. In consideration for the consideration set forth in this
14 Agreement, Plaintiff, for himself, his heirs, successors and assigns, waives, releases, acquits, and
15 forever discharges the Released Parties, from any and all claims, actions, charges, complaints,
16 grievances and causes of action, of whatever nature, whether known or unknown, which exist or
17 may exist on Plaintiff's behalf as of the date of this Agreement. This includes, but is not limited to,
18 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
19 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
20 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
21 meruit claims, and any and all claims arising under any federal, state or other governmental statute,
22 law, regulation or ordinance, including any claims arising under the California Fair Employment and
23 Housing Act (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare
24 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
25 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
26 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
27 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
28 California Business & Professions Code sections 17200, *et seq.*, and any and all claims arising under

1 any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also hereby
2 expressly waives and relinquishes any and all claims, rights or benefits that he may have under Civil
3 Code section 1542, which provides as follows:

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

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

18 67. Release by All Class Members. Plaintiff and all Class Members who do not submit
19 a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs,
20 descendants, dependents, executors, administrators, assigns, and successors, fully and finally release
21 and discharge the Released Parties from any and all of the Released Claims within the Class Period.
22 This waiver and release will be final and binding on the Effective Date and will have every preclusive
23 effect permitted by law. Plaintiff and the Class Members may hereafter discover facts or legal
24 arguments in addition to or different from those they now know or currently believe to be true with
25 respect to the Released Claims. The discovery of new facts or legal arguments shall in no way limit
26 the scope or definition of the Released Claims. By virtue of this Agreement, Plaintiff and the Class
27 Members shall be deemed to have, and by operation of the final judgment approved by the Court,
28 shall have, fully, finally, and forever settled and released all of the Released Claims. The Parties
understand and agree that the scope of the release described in this paragraph: (a) is a material part
of the consideration for this Agreement; (b) was critical in justifying the agreed upon economic value

1 of this settlement and without it Defendant would not have agreed to the consideration provided;
2 and (c) is narrowly drafted and necessary to ensure that Defendant are obtaining peace of mind
3 regarding the resolution of claims that were or could have been alleged based on the facts, causes of
4 action, and legal theories contained in the operative complaints in the Action.

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

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

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

1 represent any persons who have expressed any interest in pursuing litigation or seeking any recovery
2 against Defendant. The Parties further acknowledge, understand, and agree that the representations
3 described in this paragraph are essential to the Settlement and that this Settlement would not have
4 been entered into were it not for this representation.

5 71. Escalator Clause. It is estimated that there are approximately one hundred seventeen
6 (117) Class Members with a sum of approximately 219,360 Total Hours Worked during the Class
7 Period. Defendant will provide a declaration under penalty of perjury confirming the number of
8 Class Members and Total Hours Worked during the Class Period. The Maximum Settlement Amount
9 will increase proportionally with the added Total Hours Worked if the number of such additional
10 Total Hours Worked is more than ten percent (10%) of the estimate number of 219,360 Total Hours
11 Worked stated herein. In other words, if the number of actual Total Hours Worked during the Class
12 Period exceeds the estimated 219,360 Total Hours Worked by more than ten percent (10%), the
13 Maximum Settlement Amount shall increase in proportion to the amount by which the Total Hours
14 Worked figure increased in excess of the ten percent (10%) threshold.

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

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

22 74. Authorization to Enter Into the Settlement Agreement. The Parties' counsel warrant
23 and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Settlement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Settlement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other
27 and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the Settlement, or on

1 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
2 the Parties shall refer the matter to Mediator Jeffrey Krivis for resolution.

3 75. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
4 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

7 77. Execution and Counterparts. This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including facsimile and scanned copies of the signature
10 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange among
11 themselves original signed counterparts.

12 78. Acknowledgement that the Settlement Agreement is Fair and Reasonable. The
13 Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
15 considering all relevant factors, present and potential. The Parties further acknowledge that they are
16 each represented by competent counsel and that they have had an opportunity to consult with their
17 counsel regarding the fairness and reasonableness of this Settlement. In addition, the mediator may
18 execute a declaration supporting the Settlement and the reasonableness of the Settlement. The Court
19 may, in its discretion, contact the mediator to discuss the Settlement and whether the Settlement is
20 objectively fair and reasonable.

21 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement
24 Agreement valid and enforceable.

25 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
26 class certification for purposes of this Settlement only. Plaintiff or Class Counsel may appeal any
27 reduction in Attorneys' Fees and Costs that are below the amount they request from the Court, and
28 either Party may appeal any court order that materially alters the Settlement Agreement's terms.

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

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

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

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

28 ///

1 85. Representation By Counsel. The Parties acknowledge they have been represented by
2 counsel throughout all negotiations that preceded the execution of this Settlement and that this
3 Settlement has been executed with the consent and advice of counsel. Further, Plaintiff and Class
4 Counsel warrant and represent that there are no liens on the Settlement.

5 86. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Settlement Agreement herein will be subject to final Court approval.

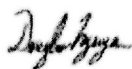
7 87. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
9 this Settlement Agreement.

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

1 SO AGREED AND STIPULATED.

2 PLAINTIFF

3
4 Dated: 05/10/2022


5 Douglas Nguyen

6
7 DEFENDANT

8
9 Dated: 5/13/2022


10 Brenner-Fiedler & Associates, Inc.

11 By: Deborah Lichten
Title: owner

12 DATED: 05/10/2022

13 JUSTICE LAW CORPORATION

14 By



15 Douglas Han
16 Shunt Tatavos-Gharajeh
17 John Bickford
18 Attorneys for Plaintiff Douglas Nguyen

19
20 DATED: 5/13/2022

21 GORDON REES SCULLY MANSUKHANI

22 By


23 Debra Ellwood Meppen

24 Diba Rastegar

25 Peter Choi

26 Attorneys for Defendant Brenner-Fiedler &
27 Associates, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DOUGLAS NGUYEN, individually, and on behalf of
other members of the general public similarly situated;

Plaintiff,

vs.

BRENNER-FIEDLER & ASSOCIATES, INC., a
California corporation; and DOES 1 through 100,
inclusive;

Defendants.

CASE NO.: CVRI2100690

JUDGE: Honorable Craig Riemer
DEPARTMENT: 1

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached in the cases entitled *Douglas Nguyen v. Brenner-Fiedler & Associates, Inc.* (Case No. CVRI2100690) (the “Action”).

You are receiving this notice because the records of Defendant Brenner-Fiedler & Associates, Inc. (“Defendant”) indicate that you are an individual who has previously been or currently is employed by Defendant as an hourly-paid or non-exempt employee in the State of California at any time from August 16, 2016 through April 13, 2022 (“Class,” “Class Member” and “Class Period”). You are eligible to receive a portion of the settlement amount.

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

The Court has ordered that this notice be sent to you because Defendant’s records indicate that you are or were employed by Defendant during of the Class Period. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is also intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On February 11, 2021, Plaintiff Douglas Nguyen (“Plaintiff”), a former employee of Defendant, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Riverside, Case Number CVRI2100690, alleging the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7)

Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200.

On January 13, 2022, Plaintiff and Defendant (collectively, known as the “Parties”) attended mediation on Plaintiff’s claims with Jeffrey Krivis, a well-respected mediator of wage-and-hour and class action lawsuits. Under the auspices of the mediator, the Parties were eventually able to reach a settlement.

Pursuant to the settlement, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions on March 14, 2022. Plaintiff will also file a First Amended Complaint that will: (a) adjust the Class definition; and (b) add a cause of action for violation of Labor Code sections 2698 (Private Attorneys General Act of 2004 (“PAGA”)).

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

The Court has not ruled on whether Plaintiff’s allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the final hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties have agreed to resolve this matter in the amount of \$150,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The “Class” and “Class Members” are defined as all individuals who have previously been or currently are employed by Defendant as hourly-paid or non-exempt employees in the State of California at any time from August 16, 2016 through April 13, 2022.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

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

A. Defendant will pay \$150,000 to settle the claims of all Class Members (“Maximum Settlement Amount”). Defendant will make a single payment of \$150,000 into an interest-bearing Qualified Settlement Fund, which the Settlement Administrator will manage and establish, within ten (10) days of the Effective Date. The Effective Date is: (a) the date of entry of the Court’s order granting final approval of the settlement and Judgment, if no Objections have been filed or if an Objection was filed and later withdrawn; or (b) if an Objection to the settlement is filed, then the date when the time expires to file an appeal of the Court’s grant of Final Approval of the settlement; or (c) if an Objection is filed, as well as a timely Notice of Appeal of the Court’s grant of Final Approval of the settlement, then the date the appeal is finally resolved, with the final approval unaffected.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1)** the Class Counsel’s attorneys’ fees of up to \$52,500;

- 2) the Class Counsel's attorneys' costs as reimbursement for litigation costs and expenses incurred of up to \$20,000;
- 3) the Settlement Administration Costs to the Settlement Administrator that is currently estimated at \$3,795, but not to exceed \$5,000;
- 4) the Class Representative Enhancement Payment of up to \$10,000 to Plaintiff; and
- 5) the PAGA Payment of \$15,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$11,250) will be paid to the LWDA and twenty-five percent (25%) of which (\$3,750) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, discussed in detail below.

C. The Net Settlement Amount refers to the Maximum Settlement Amount less the above-mentioned Class Representative Enhancement Payment, Attorneys' Fees and Costs, and Settlement Administration Costs, and the PAGA Payment. The Net Settlement Amount is estimated to be \$47,500, and it will be distributed in its entirety through the Individual Settlement Payments that will be sent to the Class Members, described in detail below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of hours a Class Member worked during the Class Period as a non-exempt or hourly-paid employee in California.

Specifically, the Settlement Administrator will first calculate the Total Hours Worked by each Class Member as a non-exempt or hourly-paid employee in California during the Class Period and the aggregate Total Hours Worked by all Class Members as non-exempt or hourly-paid employees in California during the Class Period.

Next, to determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: the Net Settlement Amount will be divided by the Total Hours Worked by all Class Members during the Class Period, resulting in the Total Hours Worked Value for Class Members. Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's Total Hours Worked by the Total Hours Worked Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined that the number of Total Hours Worked you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$ [REDACTED].**

The estimated range of the Individual Settlement Payments are \$ [REDACTED] on the low end and \$ [REDACTED] on the high end.

VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code Private Attorneys General Act of 2004, which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees but is, instead, acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Conversely, aggrieved employees do not have the right to opt out of a representative PAGA action. However, aggrieved employees retain the right to pursue the class claims unless they timely opt out of the settlement as further discussed in Section IX of this notice.

VII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

Eligible Aggrieved Employees mean all individuals who have previously been or currently are employed by Defendant as hourly-paid or non-exempt employees in the State of California at any time from March 14, 2021 through April 13, 2022 (“Eligible Aggrieved Employees” and “PAGA Period”).

As stated above, twenty-five percent (25%) of the PAGA Payment (\$3,750) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee’s Individual PAGA Payment will be based on the number of hours an Eligible Aggrieved Employee worked during the PAGA Period as a non-exempt or hourly-paid employee in California.

Specifically, the Settlement Administrator will first calculate the Total Hours Worked by each Eligible Aggrieved Employee as a non-exempt or hourly-paid employee in California during the PAGA Period and the aggregate Total Hours Worked by all Eligible Aggrieved Employees as non-exempt or hourly-paid employees in California during PAGA Period.

Next, to determine each Eligible Aggrieved Employee’s estimated Individual PAGA Payment, the Settlement Administrator will use the following formula: the twenty-five percent (25%) of the PAGA Payment (\$3,750) will be divided by the Total Hours Worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the Total Hours Worked Value for Eligible Aggrieved Employees. Each Eligible Aggrieved Employee’s Individual PAGA Payment will then be calculated by multiplying each individual Eligible Aggrieved Employee’s Total Hours Worked by the Total Hours Worked Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action portion of the settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA portion of the settlement.

It has been determined that the number of Total Hours Worked you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$ [REDACTED].

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VIII. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all causes of action and factual or legal theories that were alleged in the operative complaints or that could have been alleged against Defendant based on the allegations in the operative complaints. This includes all of the following claims for relief: (a) failure to pay all regular wages, minimum wages, sick leave and overtime wages due; (b) failure to provide proper meal and rest periods and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements and payroll records; (d) failure to reimburse necessary business expenditures; (e) failure to pay waiting time penalties; (f) failure to timely pay wages during employment, (g) unlawful deductions of wages, (h) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (i) all claims under the California Labor Code Private Attorneys General Act of 2004, which shall only bind Plaintiff and the State of California, that were described in Plaintiff's notice letter sent to the LWDA March 14, 2022 and only to the extent that these claims were alleged in the operative complaints; (j) any other claims or penalties under the Labor Code or other wage-and-hour laws pleaded in the Action; and (k) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Released Claims shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the Released Claims. Eligible Aggrieved Employees do not release their claims for wages except as otherwise provided in this paragraph. Plaintiff does not release Class Members' claims for wages or damages if they submitted valid and timely Requests for Exclusion. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time the Class Member was classified as non-exempt or hourly-paid employees and expressly excludes all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period ("Released Claims").

The parties that will be released of the Released Claims include Defendant together with its officers, directors, employees, and agents ("Released Parties").

IX. WHAT ARE MY OPTIONS?

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

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the class action portion of the settlement.* If you choose to be excluded, by no later than **[ENTER DATE]** (within 45 calendar days after the initial mailing of this Notice Packet), you must complete the "Request for Exclusion" form that is included in this Notice Packet and mail the Request for Exclusion form to the Settlement Administrator, Simpluris, Inc. ("Simpluris"), located at **[REDACTED]**. To be valid, your exclusion request must include the information contained within the "Request for Exclusion" form along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA portion of the settlement, meaning they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion forms.

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C. *You may object to the class action portion of the settlement.* The procedures for objecting to the class action portion of the settlement are included in the “Objection Form” that is included in this Notice Packet. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA portion of the settlement. A more detailed explanation on the “Objection Form” and how to object is provided below under Section XII of this notice.

X. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

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

C. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; (2) forty percent (40%) as interest; and (3) forty percent (40%) as penalties. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

D. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee’s Individual Settlement Payment exceeds \$600.

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

XI. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on [REDACTED], 2022 at [REDACTED], in Department 1 of the Riverside Superior Court (Historic Courthouse), located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

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

XII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement or some part of it. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

To object, you must fill out the “Objection Form” that is included in this Notice Packet. Moreover, you must also explain your reasoning under the “I object to the settlement for the following reasons” portion of the “Objection Form.” If you object to the settlement, you will also have the right to appear at the final approval hearing. However, you are not required to appear final approval hearing to have your objection considered. You must either mail or fax the “Objection Form” to the Settlement Administrator, Simpluris, located at [REDACTED]. Simpluris’ fax number is [REDACTED]. The “Objection Form” must be postmarked by [REDACTED], 2022 (within 45 calendar days after the initial mailing of this Notice Packet).

XIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court, Case Number CVRI2100690. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Riverside Superior Court (Historic Courthouse), located at 4050 Main Street, Riverside, California 92501. You can also find the settlement (“Joint Stipulation of Class Action Settlement”) by accessing the Court’s website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement was attached to the Declaration of Douglas Han In Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which was filed with the Court on [REDACTED].

If you have any questions, you can call the Settlement Administrator, Simpluris, at [REDACTED] or the Parties’ counsel (see below for phone numbers, email information, and physical mailing address.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

JUSTICE LAW CORPORATION

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Shunt Tatavos-Gharajeh
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751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
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statavos@justicelawcorp.com
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ATTORNEYS REPRESENTING DEFENDANT

GORDON REES SCULLY MANSUKHANI, LLP

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Peter Choi
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Telephone: (213) 576-5000; Facsimile: (213) 680-4470
drastegar@grsm.com
pchoi@grsm.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT B

OBJECTION FORM

Douglas Nguyen v. Brenner-Fiedler & Associates, Inc.
Case No. CVRI2100690

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice
OBJECT	If you so choose, you may object to this Settlement.

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

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

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

I object to the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____, 2022

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION

Douglas Nguyen v. Brenner-Fiedler & Associates, Inc.

Case No. CVRI2100690

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section VIII of the accompanying notice.
OBJECT	If you so choose, you may object to this Settlement.

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

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

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

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

**[] By checking the box to the left, and signing and completing the below, I agree to the following:
I do not want to participate in the Settlement in *Douglas Nguyen v. Brenner-Fiedler & Associates, Inc.*, Case No. CVRI2100690. I understand that by not participating and excluding myself from the Settlement, I will not receive any money from the class portion of the Settlement. I also understand that even if I submit this form, I will still be bound by the PAGA portion of the Settlement and receive my Individual PAGA Payment.**

Executed on _____, 2022

Signature: _____

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On June 20, 2022, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

for the following case: **Nguyen v. Brenner-Fiedler & Associates, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-873416-22**
Court Case No.: CVRI2100690
Riverside County Superior Court

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

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

[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on June 20, 2022, at Pasadena, California.


Mariah Anderson