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Attorneys for Plaintiff and the Class

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

LAMEISHA GEORGE, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES,  
INC., a California corporation; and DOES  
1 through 50, inclusive,

Defendants.

Case No.: CIVSB2212594  
[Consolidated with: CIVSB2217699]

[Assigned for all purposes to the Hon. Jessica  
Morgan, Dept. S-26]

**DECLARATION OF MAX W. GAVRON IN  
SUPPORT OF PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: January 22, 2024  
Time: 8:30 a.m.  
Dept: S-26

Complaint Filed: June 16, 2022  
Trial Date: None

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of Virginia and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys for Plaintiff Lameisha George (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could competently do so.

## CASE SUMMARY

2. On June 13, 2022, Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LWDA”) alleging that Defendant violated Labor Code § 226(a), pursuant to Labor Code § 2699 (“PAGA Notice”). The PAGA Notice alleged that Defendant failed to pay the correct hourly rate of pay for overtime wages on wage statements issued to Plaintiff. Defendant has failed to respond to Plaintiff’s demand for wages and costs.

3. On June 16, 2022, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of San Bernardino (the “Action”). The class action complaint alleges a cause of action for violation of Labor Code § 226. Plaintiff alleged that the wage statements failed to identify all applicable hourly rates of pay during the pay period, and that the overtime rate was identified as Plaintiff’s base rate of pay rather than one and half times the regular rate of pay.

4. On August 18, 2022, Plaintiff filed a representative action complaint in the Superior Court of the State of California, County of San Bernardino. The representative action complaint alleges a single cause of action for violation of the Labor Code § 2698, *et seq.*, Private Attorneys General Act (“PAGA”), predicated on an underlying violation of Labor Code § 226.

5. Due to the related nature of the claims, on or about January 17, 2023, the Court dated the class action and representative action, with further litigation to proceed through the earlier-filed class action. As such, the operative complaint in the Action (“Complaint” or “Affirmative Complaint”) consists of claims for (1) violation of Labor Code § 226 and (2) violation of Labor Code § 2698, *et seq.* As alleged in the Complaint, Plaintiff seeks to represent a class of



1           10.     The proposed Class consists of “all non-exempt employees of Defendant who  
2 worked for Defendant in California who were paid overtime wages at any time from September 5,  
3 2021, through August 5, 2022” (the “Class”). *See* Agreement ¶ 1.1. Class Members do not need to  
4 do anything should they wish to receive their share of the settlement funds. If a Class Member does  
5 not wish to take part in this settlement and be bound by the Released Class Claims, he or she must  
6 submit a Request for Exclusion. *Id.* ¶ 3.6. The Parties limited the proposed settlement class to end  
7 August 5, 2022 because discovery and Plaintiff’s investigation revealed that Defendant revised the  
8 format of its wage statements after August 5, 2022. Thus, the settlement class is appropriately  
9 limited to the theory of liability alleged in the operative complaint. The Parties also augmented the  
10 beginning of the Class Period, as compared to what was originally alleged in Plaintiff’s complaint  
11 because of a prior class action settlement in *Jones v. Westways Staffing Services, Inc.*, Los Angeles  
12 Superior Court Case No. 19STCV43097, which barred the claims alleged in this action up to a  
13 certain period.

14           11.     The Settlement Agreement provides for Four Hundred Twenty-Five Thousand  
15 Dollars (\$425,000.00) as the Maximum Settlement Amount. Agreement ¶ 1.18. Defendant will fund  
16 the Maximum Settlement Amount within 20 days of the Court granting final approval (if no  
17 objections are filed). *Id.* ¶¶ 1.13, 3.10. The Net Settlement Amount, calculated after deduction of  
18 attorneys’ fees, costs, Class Representative Enhancement Award, payment of PAGA penalties, and  
19 Settlement Administration Costs, will be distributed to Class Members who do not opt out of the  
20 settlement (“Settlement Class Members”) based upon the number of Compensable Pay Periods each  
21 respective Settlement Class Member worked during the Class Period. *Id.* ¶ 3.11.2.

22           12.     In addition, and regardless of whether a Class Member decides to opt-out of the class  
23 portion of the settlement, Class Members will receive a pro rata portion of the PAGA Payment  
24 allocated to employees (“PAGA Penalties Payments”), based upon the number of Compensable Pay  
25 Periods each Class Member worked during the Class Period. *Id.* ¶ 3.11.4.

26           13.     As part of the Settlement Agreement, Defendant does not object to Class Counsel’s  
27 request for attorney’s fees up to one-third of the Maximum Settlement Amount – *i.e.*, the sum of  
28 One Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents

1 (\$141,666.67), plus up to Thirty Thousand Dollars (\$30,000.00) for reimbursement of litigation  
2 costs. *Id.* ¶ 3.13.

3 14. Also, as part of the Settlement Agreement, Defendant does not object to Plaintiff's  
4 request for an enhancement award of Ten Thousand Dollars (\$10,000.00). *Id.* ¶ 3.12.

5 15. Finally, the Settlement Agreement provides for the payment of the Settlement  
6 Administrator for the administration of this current settlement. The Parties have received a quote  
7 from Phoenix Settlement Administrators for a fee of approximately Sixteen Thousand Dollars  
8 (\$16,000.00) to administer the settlement. *Id.* ¶¶ 1.35, 3.16.

9 16. After deducting the amounts listed above, it is estimated that the Net Settlement  
10 Amount of \$187,333.33. will be distributed to the Class.

### 11 **POTENTIAL STATUTORY AND CIVIL PENALTIES**

12 17. Based on the class data provided by Defendant, Plaintiff estimated that Defendant  
13 would face potential liability of up to approximately \$2.7 million for Plaintiff's class claims if  
14 Plaintiff succeeded at trial. This number is based upon an analysis of the data provided by  
15 Defendant regarding the putative class. Specifically, the amount of Labor Code § 226(e) penalties is  
16 based on approximately 28,300 wage statements reflecting the payment of overtime wages that  
17 were issued to approximately 1,741 putative class members during the Class Period. *Id.* If  
18 accounting for the buffer included in the escalation provision, the penalties increase to  
19 approximately \$3 million based on a total of approximately 31,838 wage statements including  
20 overtime issued during the Class Period.

21 18. With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated that  
22 Defendant could face civil penalties of up to \$2.8 million in PAGA penalties premised on 28,300  
23 pay periods, or approximately \$3.18 million if based on 31,838 pay periods.

24 19. Based thereon, the total amount of class and PAGA recovery ranges between \$5.5  
25 million to \$6.18 million if Plaintiff were to obtain class certification, prevail at trial, and the Court  
26 were to award the full PAGA penalty of \$100 per pay period.

27 20. However, assuming Plaintiff ultimately prevails on her PAGA claims, the Court still  
28 has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can

1 decline to award PAGA penalties where “if, based on the facts and circumstances of the particular  
2 case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or  
3 confiscatory.” Indeed, as shown in the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*,  
4 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial  
5 court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good faith  
6 attempt at complying with the law. *Id.* at p. 517. Upon review, the Court of Appeal found such  
7 reduction to be proper. *Id.* at p. 539. If the Court reduced the PAGA penalty similarly here, the  
8 PAGA claim exposure would range between \$280,000 and \$318,000.

9         21. Although Plaintiff believes in the merits of the alleged claims and maintains that  
10 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise  
11 defenses to the wage statement claims and that, with respect to the reduction of PAGA penalties,  
12 could be persuasive to the Court. Thus, even if Plaintiff was to successfully prove her claims at  
13 trial, there is a possibility that the Court may only award a small percentage of PAGA penalties, as  
14 the Court has discretion to do so. The Maximum Settlement Amount was premised with these risks  
15 in mind, associated with the possibility of the Court significantly reducing Plaintiff’s PAGA  
16 penalties, along with other attendant risks, even if Plaintiff were to prevail at trial.

17         22. Further, Defendant denies liability as to Plaintiff’s claims and has raised several  
18 defenses that presented risk. In this regard, Defendant asserts that its wage statements comply with  
19 Labor Code § 226, and that the overtime rate may be ascertained by performing simple math, as  
20 demonstrated by the Parties’ briefing on Defendant’s Demurrer. Defendant also would have argued  
21 that Plaintiff could not demonstrate that any alleged omission of information from the wage  
22 statements was a “knowing and intentional failure” by Defendants to comply with Labor Code §  
23 226(a). *See Harris v. Vector Mktg. Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009)  
24 (granting summary judgment in favor of employer and finding its conduct was not “knowing and  
25 intentional”). Defendant also would have argued that penalties under Section 226 are subject to a  
26 similar “good faith” defense. *See, e.g., Apodaca v. Costco Wholesale Corp.*, 2014 WL 2533427, at  
27 \*3 (C.D. Cal. June 5, 2014) (“Where an employer has a good faith belief that it is not in violation of  
28 Section 226, any violation is not knowing and intentional.”); *Wright v. Adventures Rolling Cross*

1 *Country, Inc.*, 2013 WL 1758815, at \*9 (N.D. Cal. Apr. 24, 2013) (same); *Ricaldai v. U.S.*  
2 *Investigations Servs., LLC*, 878 F. Supp. 2d 1038, 1047 (N.D. Cal. 2012) (same); *Dalton v. Lee*  
3 *Publ'ns, Inc.*, 2011 WL 1045107, at \*5 (S.D. Cal. Mar. 22, 2011) (same); *see also Naranjo v.*  
4 *Spectrum Security Services, Inc.*, \_\_ Cal. Rptr. 3d \_\_, 2023 WL 2261253 (Feb. 27, 2023), *review*  
5 *granted* 2023 WL 3745105 (May 31, 2023) (upholding good faith defense to the imposition of  
6 penalties pursuant to Labor Code § 226).

7 23. The Maximum Settlement Amount was premised with these risks in mind,  
8 associated with the possibility of the Court significantly reducing Plaintiff's PAGA penalties, along  
9 with other attendant risks, even if Plaintiff was to prevail at trial.

10 24. Although Plaintiff believes that a class can be certified, Plaintiff also believes in the  
11 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved  
12 in not prevailing on one or more of the causes of action or theories alleged in the operative  
13 Complaint, the possibility of non-certification, and the potential for appeals.

14 25. Here, the Maximum Settlement Amount is fair and reasonable as it ranges between  
15 approximately 7-15% of the potential recovery of Plaintiff's class and PAGA claims if Plaintiff was  
16 to fully succeed at trial based on the permutations described above. If the Court reduced the PAGA  
17 penalties to 10% like in *Carrington*, the percentage of recovery compared to the available penalties  
18 would be even greater

19 26. Based on my own independent investigation and evaluation, I am of the opinion that  
20 settlement for the consideration and on the terms set forth in the Stipulation of Class Action and  
21 PAGA Settlement and Release is fair, reasonable, and adequate and is in the best interests of the  
22 Class and Defendant in light of all known facts and circumstances, and the uncertainty and risks to  
23 Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the  
24 operative Complaint, the possibility of non-certification, and the potential for appeals.

25 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

26 27. From the inception of the case, Class Counsel have zealously represented the  
27 interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the  
28 individual Class Representative.

1           28.     The Settlement Agreement calls for the Net Settlement Amount (calculated after  
2 deduction of attorneys' fees, costs, Class Representative Enhancement Award, payment of PAGA  
3 penalties, and Settlement Administration Costs) to be paid to all Settlement Class Members. Based  
4 on an estimated Net Settlement Amount of \$187,333.33, Settlement Class Members will be entitled  
5 to recover, based on a raw average, approximately \$107.60 (\$187,333.33/1,741 class members).

6           29.     The amount any Settlement Class Member will be entitled to recover will be greater  
7 or lower, depending on the actual number of Compensable Pay Periods he or she worked during the  
8 Class Period, with some entitled to receive more, and others less. This is fair, as it directly allocates  
9 greater recovery to individual Settlement Class Members who have allegedly suffered greater harm.  
10 The amount may also vary depending on the number of timely Requests for Exclusion received by  
11 the Settlement Administrator.

12           30.     Additionally, the scope of the release is appropriately limited. As a condition of  
13 participating in this settlement, Settlement Class Members release "any and all claims, rights,  
14 demands, liabilities, and/or causes of action that were alleged, or reasonably could have been  
15 alleged in the Lawsuit during the Class Period, and based on the facts stated in the Operative  
16 Complaint and/or ascertained in the course of the Lawsuit. These claims include (1) violation of  
17 Labor Code § 226 and the applicable Wage Orders and (2) all damages, interest, penalties, litigation  
18 costs, attorneys' fees, restitution, and equitable relief, that reasonably arise from, and/or are  
19 reasonably related to the factual allegations pled in the Lawsuit which arose during the Class  
20 Period" ("Released Class Claims"). Agreement ¶¶ 1.28, 3.2.1. This release is appropriately limited,  
21 as it only applies during the time period of September 5, 2021, through August 5, 2022, and only  
22 applies to the claims alleged. The reasons the class period is limited are described above.

23           31.     In addition, Class Members will release "any and all individual and representative  
24 claims that could have been assessed upon and collected from the Released Parties under California  
25 Labor Code § 2698, *et seq.* based on the factual allegations contained in Plaintiff's Notice to the  
26 Labor and Workforce Development Agency ("LWDA") dated June 13, 2022 and Operative  
27 Complaint on file with the court in this action during the Class Period, including but not limited to  
28 California Labor Code §§ 226 and 226.3 and any resulting claim for attorneys' fees and costs under

PAGA” (“Released PAGA Claims”). Agreement ¶¶ 1.29, 3.2.2.

32. I believe that Plaintiff and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiff could fail to establish liability. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the penalties, there is a possibility that Plaintiff and the Class would be awarded fewer or no penalties at trial.

33. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be received pursuant to the Settlement Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Class.

#### **ATTORNEY EXPERIENCE**

34. Class Counsel have a great deal of experience in wage and hour class action litigation and has been approved as class counsel in a number of class actions. My co-counsel and I can and will adequately represent the Class Members in this action. I have no conflicts with the Class and will adequately represent the Class.

35. I have spent significant time researching and pursuing the claims that have been alleged in this action. Based on my review of all the information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

36. Any remaining monies from uncashed settlement checks will be distributed to Legal Aid at Work. Plaintiff’s counsel does not have any relationship or connection with or to Legal Aid at Work.

37. I am one of the primary attorneys on this matter. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, magna cum laude. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at

Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

38. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute. I also regularly litigated cases across the civil litigation spectrum, including employment matters.

39. From February 2016, through Fall 2017, I practiced at the international law firm of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50 companies in Multi-District Litigation primarily in the product liability sphere. I also successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary judgment decision regarding trade secret issues, in addition to working in several other practice groups.

40. From September 2017, through September 2018, I served as a law clerk to a Judge sitting on the United States District Court, Central District of California. I regularly prepared bench memoranda, on cases involving all types of civil litigation, including regularly working on wage and hour class actions.

41. I am currently an associate at the law firm Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. My current practice focuses on employment matters involving both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of California. I am currently handling, or have handled, numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-001906, Stanislaus County Superior Court); *Cunningham, et al. v. Diverse Business Solutions* (Case No. CIVDS1817095, San Bernardino County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No. 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior Court).

1           42.     On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of  
2 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,  
3 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients.  
4 *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

5           43.     I have also assisted the firm in numerous wage and hour class action mediations.

6           44.     My co-counsel and I will adequately represent the Class Members in this action.  
7 Class Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its  
8 conclusion.

9           45.     I have no conflicts with the Class and will adequately represent the Class.

10                               **NOTICE TO THE LWDA**

11           46.     Concurrent with the filing of the Motion for Preliminary Approval of Class Action  
12 Settlement, my office uploaded the Motion and Settlement Agreement to the LWDA's website.

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

15           Executed on this 29<sup>th</sup> day of November 2023, at Los Angeles, California.

16                                                         
17                                                       \_\_\_\_\_  
18                                                       Max W. Gavron

# EXHIBIT A

Larry W. Lee (State Bar No. 228175)  
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(ADDITIONAL COUNSEL ON FOLLOWING PAGE)

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

LAMEISHA GEORGE, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES,  
INC., a California corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: CIVSB2212594  
[Consolidated with: CIVSB2217699]

[Assigned for all purposes to the Hon. Jessica  
Morgan, Dept. S-26]

**STIPULATION OF CLASS ACTION AND  
PAGA SETTLEMENT AND RELEASE**

Complaint Filed: June 16, 2022

LAMEISHA GEORGE, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES,  
INC., a California corporation; and DOES 1  
through 50, inclusive,

Defendants.

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25 Attorneys for Defendant  
26 Westways Staffing Services, Inc.

1        **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2            IT IS HEREBY STIPULATED, by and between Plaintiff Lameisha George, on behalf of  
3 herself and the Settlement Class Members, on the one hand, and Defendant Westways Staffing  
4 Services, Inc., on the other hand, and subject to the approval of the Court, that the above-  
5 captioned Lawsuit and related case *Lameisha George v. Westways Staffing Services, Inc.*,  
6 Superior Court of California, County of San Bernardino, Case No. CIVSB2217699, as  
7 consolidated, are hereby being compromised and settled in its entirety pursuant to the terms and  
8 conditions set forth herein (the “Settlement,” “Stipulation,” or “Agreement”).

9        **1.        DEFINITIONS**

10            Unless otherwise defined herein, initial capitalized terms used in this Agreement shall  
11 have the meanings set forth below:

12            1.1        “Class” or “Class Members” means all non-exempt employees of Defendant who  
13 worked for Defendant in California who were paid overtime wages at any time from September  
14 5, 2021, through August 5, 2022.

15            1.2        “Class Counsel” means Larry W. Lee, Max W. Gavron, and Kwanporn “Mai”  
16 Tulyathan of Diversity Law Group, P.C. and William Marder of Polaris Law Group.

17            1.3        “Class Counsel Award” or “Attorneys’ Fees Award” means attorneys’ fees for  
18 Class Counsel’s litigation and resolution of this Lawsuit not to exceed one-third (1/3) of the  
19 Maximum Settlement Amount, subject to approval by the Court. The Court shall review the  
20 requested amount of the Class Counsel Award, and the approved amount shall be paid from the  
21 Maximum Settlement Amount. Any portion of the requested Class Counsel Award that is not  
22 awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to  
23 Settlement Class Members as provided in this Agreement.

24            1.4        “Class Counsel Costs” or “Litigation Costs Award” means expenses and costs  
25 actually incurred by Class Counsel according to proof and subject to Court approval for Class  
26 Counsel’s litigation and resolution of this Lawsuit. Class Counsel Costs shall be paid from the  
27 Maximum Settlement Amount. Any portion of the requested Class Counsel Costs that is not  
28 awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to

1 Settlement Class Members as provided in this Agreement. Class Counsel estimates Class  
2 Counsel Costs are not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00).

3 1.5 "Class Information" means information regarding Class Members that Defendant  
4 will in good faith compile from its records and provide only to the Settlement Administrator.  
5 Class Information shall be provided as a password-protected, Microsoft Excel spreadsheet and  
6 shall include each Class Member's: (a) full name; (b) last known address; (c) Social Security  
7 number; and (d) Compensable Pay Periods (as defined below in Paragraph 1.9). Because Social  
8 Security numbers are included in the Class Information, the Settlement Administrator shall  
9 maintain the Class Information in confidence, it shall be transmitted in password-protected  
10 file(s), and access shall be limited to those with a need to use the Class Information as part of the  
11 administration of the Settlement.

12 1.6 "Class Period" means the period from September 5, 2021, through August 5,  
13 2022.

14 1.7 "Class Representative" means Plaintiff Lameisha George.

15 1.8 "Class Settlement Payment" means the net amount paid by way of check to each  
16 Settlement Class Member. The Class Settlement Payment Amount shall be calculated pursuant  
17 to Paragraph 3.11.

18 1.9 "Compensable Pay Periods" means all pay periods in which a Class Member  
19 worked for Defendant in California and was paid overtime wages during the Class Period.

20 1.10 "Court" shall mean the Superior Court of California for the County of San  
21 Bernardino.

22 1.11 "Defendant" means Defendant Westways Staffing Services, Inc.

23 1.12 "Defense Counsel" or "Counsel for Defendant" shall mean the law firm of Snell  
24 & Wilmer, L.L.P., 600 Anton Blvd, Suite 1400, Costa Mesa, California 92626, including the  
25 attorneys Tiffanny Brosnan, Esq. and Erin D. Leach, Esq., and attorney Thomas L. Schulman,  
26 Esq., 600 West Santa Ana Boulevard, Suite 955, Santa Ana, California 92701.

27 1.13 "Effective Date" means the latest of the following dates: (i) if no objections are  
28 filed, the date the Court enters its Final Approval Order and Judgment; (ii) the date that the

1 deadline for seeking appellate review of the Court's Final Approval Order and Judgment has  
2 passed without the filing of a timely appeal or timely request for review, or, if an appeal of the  
3 Court's Final Approval Order and Judgment is commenced, then (iii) the date the Court of  
4 Appeal or the California Supreme Court has rendered a final ruling affirming the Court's Final  
5 Approval Order and Judgment without material modification.

6 1.14 "Enhancement Award" means the amount approved by the Court to be paid to the  
7 Class Representative in recognition of her effort and time as Class Representative, and in  
8 consideration for her release of all claims against Released Parties. Class Counsel shall seek an  
9 Enhancement Award for Plaintiff Lameisha George of up to Ten Thousand Dollars (\$10,000.00).  
10 The Enhancement Award shall be paid from the Maximum Settlement Amount. Defendant  
11 agrees not to oppose the motion by Plaintiff for said Enhancement Award, so long as the  
12 requested Enhancement Award does not exceed this amount. Any portion of the requested  
13 Enhancement Award that is not awarded shall be a part of the Net Settlement Amount and  
14 distributed to Settlement Class Members as provided in this Agreement.

15 1.15 "Final Approval Hearing" means the hearing held on the motion for final approval  
16 of the Settlement.

17 1.16 "Final Approval Order and Judgment" means the Court's entry of an order  
18 granting final approval of the Settlement and entering judgment in this Lawsuit based thereon, in  
19 conformity with California Rules of Court rule 3.769(h).

20 1.17 "Lawsuit" means the wage-and-hour class action lawsuit entitled *Lameisha*  
21 *George v. Westways Staffing Services, Inc.*, now pending in the Superior Court of California for  
22 the County of San Bernardino and designated as Case No. CIVSB2212594. The Lawsuit also  
23 encompasses the consolidated action of *Lameisha George v. Westways Staffing Services, Inc.*,  
24 Superior Court of California, County of San Bernardino, Case No. CIVSB2217699.

25 1.18 "Maximum Settlement Amount" means Four Hundred Twenty-Five Thousand  
26 Dollars (\$425,000.00). Defendant shall fund the Maximum Settlement Amount in the amount of  
27 \$425,000.00. However, if the total number of Compensable Pay Periods is 12.5% greater than  
28 28,300 workweeks (*i.e.*, 31,837 workweeks), the Maximum Settlement Amount shall be

1 proportionally increased to the same percentage as the total number of workweeks exceeds  
2 31,837 (*i.e.*, if there was 13% increase in the number of workweeks, Defendant will increase the  
3 Gross Settlement Amount by 0.5%).

4 1.19 “Net Settlement Amount” means the amount of monies available for distribution  
5 to Settlement Class Members, which shall be the Maximum Settlement Amount less the Class  
6 Counsel Award, Class Counsel Costs, Enhancement Award, Settlement Administration Costs,  
7 and PAGA Payment.

8 1.20 “Notice of Class Action Settlement” or “Class Notice” means the Notice of Class  
9 Action Settlement, substantially in the form attached hereto as **Exhibit A**.

10 1.21 “Operative Complaint” refers collectively to the Class Action Complaint for  
11 violation of California Labor Code § 226 filed in the action of *Lameisha George v. Westways*  
12 *Staffing Services, Inc.*, Superior Court of California, County of San Bernardino Case No.  
13 CIVSB2212594, and the Representative Action Complaint for violation of California Labor  
14 Code § 2698, *et seq.* filed in the consolidated action of *Lameisha George v. Westways Staffing*  
15 *Services, Inc.*, Superior Court of California, County of San Bernardino, Case No.  
16 CIVSB2217699.

17 1.22 “PAGA Payment” means the allocation of Forty Thousand Dollars (\$40,000.00),  
18 payable from the Maximum Settlement Amount, subject to approval by the Court, for penalties  
19 under the Private Attorneys General Act (“PAGA”). Per California Labor Code § 2699(i), Thirty  
20 Thousand Dollars (\$30,000.00) (“LWDA Payment”), representing 75% of the PAGA Payment,  
21 will be paid to the California Labor Workforce Development Agency (“LWDA”). The  
22 remaining Ten Thousand Dollars (\$10,000.00), representing 25% of the PAGA Payment, shall  
23 be distributed to Class Members as described in Paragraph 3.11.

24 1.23 “PAGA Penalties Payment” means the amount payable to each Class Member for  
25 the release of his or her Released PAGA Claims, regardless of whether the Class Member  
26 objects, opts out, or otherwise excludes himself or herself from the Released Class Claims. The  
27 amount of the PAGA Penalties Payment shall be calculated pursuant to Paragraph 3.11 herein.

28 1.24 “Parties” means Plaintiff and Defendant, and “Party” shall mean either Plaintiff or

1 Defendant, respectively.

2 1.25 “Plaintiff” means Lameisha George.

3 1.26 “Preliminary Approval” or “Preliminary Approval Date” means the date the Court  
4 enters the Preliminary Approval Order.

5 1.27 “Preliminary Approval Order” means the Order granting preliminary approval of  
6 the Settlement.

7 1.28 “Released Class Claims” means any and all claims, rights, demands, liabilities,  
8 and/or causes of action that were alleged, or reasonably could have been alleged in the Lawsuit  
9 during the Class Period, and based on the facts stated in the Operative Complaint and/or  
10 ascertained in the course of the Lawsuit. These claims include (1) violation of Labor Code § 226  
11 and the applicable Wage Orders and (2) all damages, interest, penalties, litigation costs,  
12 attorneys’ fees, restitution, and equitable relief, that reasonably arise from, and/or are reasonably  
13 related to the factual allegations pled in the Lawsuit which arose during the Class Period.

14 1.29 “Released PAGA Claims” means any and all individual and representative claims  
15 that could have been assessed upon and collected from the Released Parties under California  
16 Labor Code § 2698, *et seq.* based on the factual allegations contained in Plaintiff’s Notice to the  
17 Labor and Workforce Development Agency (“LWDA”) dated June 13, 2022 and Operative  
18 Complaint on file with the court in this action during the Class Period, including but not limited  
19 to California Labor Code §§ 226 and 226.3 and any resulting claim for attorneys’ fees and costs  
20 under PAGA.

21 1.30 “Released Parties” means Westways Staffing Services, Inc., and all of its  
22 respective current and former parents, subsidiaries, predecessors and successors, clients, joint  
23 venturers, and affiliated entities, and each of its respective officers, directors, employees,  
24 partners, shareholders, and agents, and any other successors, assigns, accountants, insurers, or  
25 legal representatives.

26 1.31 “Request for Exclusion” means a request to be excluded from the Settlement that  
27 is made in conformity with this Agreement, the instructions in the Class Notice, and the Court’s  
28 orders.

1.32 “Response Deadline” means the date that is forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to Class Members and the last date on which Class Members may: (a) postmark or fax Requests for Exclusion to the Settlement Administrator; or (b) postmark or fax Objections to the Settlement to the Settlement Administrator.

1.33 “Settlement Account” means the account established by the Settlement Administrator pursuant to the terms of this Stipulation into which all monies funded by Defendant under the terms of the Settlement shall be deposited and from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.34 “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Maximum Settlement Amount for the administration of the Settlement. The Settlement Administration Costs amount is presently estimated not to exceed Sixteen Thousand Dollars (\$16,000.00). If the Settlement Administration Costs are awarded in an amount less than Sixteen Thousand Dollars (\$16,000.00), the unawarded portion shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

1.35 “Settlement Administrator” means Phoenix Settlement Administrators.

1.36 “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit a valid and timely Request for Exclusion.

1.37 “Westways” means Defendant Westways Staffing Services, Inc.

## **2. RECITALS**

2.1 Description and Procedural Posture of the Litigation. On June 13, 2022, Plaintiff submitted a notice to the LWDA alleging that Defendant violated California’s wage statement requirements and notifying the LWDA of Plaintiff’s intention to pursue a claim for civil penalties arising therefrom. On June 16, 2022, Plaintiff filed a class action complaint against Defendant alleging a single cause of action for violation of California Labor Code § 226. On August 18, 2022, Plaintiff filed a separate, related representative action complaint against Defendant alleging a cause of action for violation of the PAGA, California Labor Code § 2698,

1 *et seq.* Thereafter, the Court consolidated the actions. The Parties later exchanged documents,  
2 engaged in depositions, and exchanged information necessary to engage in settlement  
3 discussions. Specifically, Defendant provided information and data regarding the total number  
4 of workweeks during which any Class Member was paid overtime wages. Counsel for the  
5 Parties then engaged in private mediation with Mike D. Young, Esq., exchanged further  
6 settlement demands and offers, and ultimately agreed to resolve the Lawsuit in its entirety for the  
7 Maximum Settlement Amount.

8         2.2     Certification of the Class. The Parties stipulate and agree to the certification of  
9 the Class in this Lawsuit for purposes of this Settlement only. Should the Settlement not become  
10 final and effective as herein provided, class certification shall immediately be set aside (subject  
11 to further proceedings on motion of any party to certify or deny certification thereafter). The  
12 Parties' willingness to stipulate to class certification as part of the Settlement shall have no  
13 bearing on, and shall not be admissible in or considered in connection with, the issue of whether  
14 a class should be certified in a non-settlement context in this Lawsuit and shall have no bearing  
15 on, and shall not be admissible or considered in connection with, the issue of whether a class  
16 should be certified in any other lawsuit.

17         2.3     Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize  
18 the expense and length of continued proceedings necessary to litigate their disputes through trial  
19 and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk  
20 of the outcome of further litigation, and the difficulties and delays inherent in such litigation.  
21 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability  
22 for the claims asserted in the Lawsuit, both generally and in response to Defendant's defenses  
23 thereto (many of which have been shared during the course of the Parties' settlement  
24 negotiations), and potential difficulties in establishing damages and entitlement to monetary  
25 recovery for the Class Members. Plaintiff and Class Counsel have also taken into account  
26 Defendant's agreement to enter into a settlement that confers substantial relief upon Class  
27 Members based on the terms set forth herein. Based on the foregoing, Plaintiff and Class  
28

Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members.

2.4 Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that they are not liable for any of the claims set forth by Plaintiff in the Lawsuit, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Lawsuit.

2.5 Class Members' Claims. Plaintiff, on behalf of Class Members, has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement (and exhibit/attachment hereto) and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

2.6 Defendant's Defenses. Defendant has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.

2.7 Maximum Amount Payable by Defendant. Under the terms of this Settlement, the maximum amount payable by Defendant shall not exceed the Maximum Settlement Amount, except and unless the total number of Compensable Pay Periods exceeds the amount specified in Paragraph 1.18. As the Settlement represents payment for civil and statutory penalties, no portion of the Settlement will be attributable to wages and no payroll taxes will be assessed on

1 the Settlement Amount.

2 **3. TERMS OF AGREEMENT**

3 The Parties agree as follows:

4 3.1 For purposes of this Settlement only, Defendant waives all defenses and  
5 challenges it may have to the Operative Complaint, including based on the statute of limitations  
6 and/or timely and proper exhaustion of administrative notice requirements. Should, for whatever  
7 reason, the settlement set forth in this Agreement not become final, Defendant will retain any  
8 and all defenses and challenges to a subsequent Complaint.

9 3.2 Releases Given by Plaintiff and the Settlement Class.

10 3.2.1 As To All Settlement Class Members. As of the Effective Date and  
11 funding of the Maximum Settlement Amount, all Settlement Class Members, including Plaintiff,  
12 release the Released Parties from the Released Class Claims.

13 3.2.2 As To All Class Members. As of the Effective Date and funding of the  
14 Maximum Settlement Amount, all Class Members, including Plaintiff, release the Released  
15 Parties from the Released PAGA Claims.

16 3.2.3 General Release of Class Representative's Claims. Plaintiff releases and  
17 discharges all Released Parties from any and all claims relating to or arising from her  
18 employment with Defendant or its termination, including but not limited to: any and all wage-  
19 and-hour claims arising under the laws of the State of California, including, without limitation,  
20 statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution,  
21 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages  
22 (including, without limitation, claims under any applicable Industrial Welfare Commission Wage  
23 Order, the California Private Attorneys General Act, or any other provision of the California  
24 Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With  
25 Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family and Medical  
26 Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the  
27 Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as  
28 amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*); the

1 California Fair Employment and Housing Act; any state, civil, or statutory laws, including any  
2 and all human rights laws and laws against discrimination; any other federal, state, or local  
3 statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and  
4 any claims for interest, attorneys' fees, and/or costs. Plaintiff expressly waives the protections of  
5 California Civil Code § 1542, which reads as follows:

6 A general release does not extend to claims that the creditor or  
7 releasing party does not know or suspect to exist in his or her  
8 favor at the time of executing the release and that, if known by  
9 him or her, would have materially affected his or her settlement  
with the debtor or released party.

10 3.3 Tax Liability. The Parties make no representations as to the tax treatment or legal  
11 effect of the payments called for hereunder, and Class Members are not relying on any statement  
12 or representation by the Parties in this regard. Class Members understand and agree that they  
13 will be responsible for the payment of any taxes and penalties assessed on the payments  
14 described herein and will hold the Parties free and harmless from and against any claims  
15 resulting from treatment of such payments as non-taxable damages, including the treatment of  
16 such payment as not subject to withholding or deduction for payroll and employment taxes.

17 3.4 Settlement Approval and Implementation Procedures. As part of this Settlement,  
18 the Parties agree to the following procedures for obtaining the Court's preliminary approval of  
19 the Settlement, certifying a Class for settlement purposes only, notifying Class Members of the  
20 Settlement, obtaining the Court's final approval of the Settlement, and processing the Class  
21 Settlement Payments and PAGA Penalties Payments.

22 3.4.1 Preliminary Approval and Certification. The Parties will jointly submit  
23 this Stipulation to the Court for its preliminary approval. Such submission will include this  
24 Agreement, the proposed Class Notice, attached hereto as Exhibit A, and any motions,  
25 memoranda, and evidence as may be necessary for the Court to determine that this Agreement is  
26 fair, adequate, and reasonable. The Parties agree to request the Court enter an order approving  
27 the certification of a provisional Settlement Class after the preliminary approval hearing in  
28 accordance with California Rules of Court, Rule 3.769(c).

1           3.4.2 Class Information. No more than twenty (20) business days after the entry  
2 of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with  
3 the Class Information for purposes of mailing the Class Notice to Class Members.

4           3.4.3 Efforts to Locate Class Members. The Parties agree that locating and  
5 contacting Class Members who are former employees of Defendant is an important and material  
6 aspect of the Settlement. In this regard, the Settlement Administrator shall undertake diligent  
7 efforts to locate Class Members and utilize the best practicable means available for purposes of  
8 verifying and/or updating the current address and telephone numbers for all Class Members  
9 (including skip tracing). The address(es) identified by the Settlement Administrator as the  
10 current mailing address shall be presumed to be the best mailing address for each Class Member.  
11 The cost of diligently attempting to find the best contact information of the Class Members shall  
12 be included in the Settlement Administration Costs and Defendant shall not, under any  
13 circumstances, be required to pay any additional funds for the investigatory duties to be  
14 performed by the Settlement Administrator.

15           3.4.4 Notice by First Class U.S. Mail. No more than fourteen (14) calendar  
16 days after receiving the Class Information from Defendant as provided herein, the Settlement  
17 Administrator shall mail copies of the Class Notice to all Class Members by regular First-Class  
18 U.S. Mail. Prior to mailing the Class Notices, the Settlement Administrator will use the United  
19 States Postal Service National Change of Address Database to locate updated addresses to ensure  
20 that the Class Notice is sent to all Class Members at the addresses most likely to result in receipt  
21 of the Class Notice. It will be conclusively presumed that, if an envelope so mailed has not been  
22 returned within thirty (30) calendar days of the mailing, the Class Member received the Class  
23 Notice.

24           3.4.5 Undeliverable Notices. Any Class Notice that is returned to the  
25 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed  
26 to the forwarding address affixed thereto, if any. If no forwarding address is provided, the  
27 Settlement Administrator shall make any further reasonable efforts to obtain an updated mailing  
28 address within five (5) business days of the date of the return of the Class Notice, including,

1 without limitation, conducting one skip trace. If an updated mailing address is identified, the  
2 Settlement Administrator shall resend the Class Notice to the Class Member. Class Members to  
3 whom a Class Notice is re-sent after having been returned undeliverable to the Settlement  
4 Administrator shall have fourteen (14) calendar days thereafter or until the Response Deadline  
5 has expired, whichever is later, to mail or fax the Request for Exclusion or Notice of Objection.  
6 A Class Notice that is re-sent shall inform the recipient of this adjusted deadline. The date of the  
7 postmark on the Request for Exclusion, either based on the date on the return envelope or the  
8 date of the fax stamp, shall be the exclusive means used to determine whether a Class Member  
9 has timely returned his or her Request for Exclusion on or before the adjusted deadline. Unless  
10 otherwise agreed by the Parties, a Request for Exclusion shall be deemed valid only if it is signed  
11 by the Class Member and postmarked or fax stamped on or before the adjusted deadline. If a  
12 Class Member's Class Notice is returned to the Settlement Administrator more than once as non-  
13 deliverable, then the Settlement Administrator shall not be required to undertake any additional  
14 re-mailing of the returned Class Notice.

15           3.4.6 Compliance with the procedures specified in Paragraphs 3.4.2 through  
16 3.4.6 herein shall constitute due and sufficient notice to Class Members of this Settlement and  
17 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the  
18 Parties, Class Counsel, and/or Defense Counsel to provide notice of the proposed Settlement.

19           3.5 Disputes. Class Members will have the opportunity, should they disagree with  
20 Defendant's records regarding their Compensable Pay Periods as stated on their Class Notice, to  
21 dispute this information by submitting a written letter to the Settlement Administrator on or  
22 before the Response Deadline, that: (1) contains the name, address, telephone number, last four  
23 digits of the Social Security number, and signature of the Class Member; (2) contains the case  
24 name and number of the Lawsuit; (3) clearly indicates that the Class Member seeks to dispute his  
25 or her Compensable Pay Periods; (4) provides documentation and/or an explanation to show  
26 contrary Compensable Pay Periods; and (5) is postmarked or fax-stamped by the Response  
27 Deadline and returned to the Settlement Administrator at the specified address or fax telephone  
28 number. If there is a dispute, the Settlement Administrator will consult with the Parties to

1 determine whether an adjustment is warranted. Defendant's records will be presumed  
2 determinative.

3       3.6       Exclusions (Opt Outs). The Class Notice shall state that Class Members who  
4 wish to exclude themselves from the Settlement must submit a Request for Exclusion by the  
5 Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone  
6 number, last four digits of the Social Security number, and signature of the Class Member; (2)  
7 contain the case name and number of the Lawsuit; (3) clearly indicate that the Class Member  
8 seeks to exclude him or herself from the Settlement; and (4) be postmarked or fax-stamped on or  
9 before the Response Deadline and returned to the Settlement Administrator at the specified  
10 address or fax telephone number. The date of the postmark on the Request for Exclusion, either  
11 based on the postmark date on the return mailing envelope or date of the fax stamp, shall be the  
12 exclusive means used to determine whether a Request for Exclusion has been timely submitted.  
13 Class Members who receive a Class Notice but fail to submit a valid and timely Request for  
14 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and  
15 any Final Approval Order and Judgment entered in this Lawsuit if the Settlement is approved by  
16 the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement  
17 Administrator shall provide Defense Counsel with a complete list of all members of the Class  
18 who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their  
19 counsel seek to solicit or otherwise encourage members of the Class to submit Requests for  
20 Exclusion from the Settlement. Any Class Member who submits a valid and timely Request for  
21 Exclusion shall forfeit his or her right to receive a Class Settlement Payment under this  
22 Agreement, the amount of which will be part of the Net Settlement Amount to be distributed to  
23 Settlement Class Members as provided in this Agreement, nor have any right to object, appeal, or  
24 comment on the Settlement. However, any Class Member who submits a valid and timely  
25 Request for Exclusion shall still be issued his/her portion of the PAGA Penalties Amount and be  
26 subject to the Released PAGA Claims.

27       3.7       Objections. The Class Notice shall state that Settlement Class Members (*i.e.*,  
28 Class Members who have not excluded themselves from the Settlement) who wish to object to

the Settlement may submit a written statement of objection (“Notice of Objection”) on or before the Response Deadline and may do so by mailing or faxing the Notice of Objection to the Settlement Administrator. The date of postmark or fax stamp shall be deemed the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must: (1) contain the name, address, telephone number, last four digits of the Social Security number, and signature of the Class Member; (2) contain the case name and number of the Lawsuit; (3) clearly indicate that the Class Member seeks to object to the Settlement; (4) state the legal and factual basis for the objection; (5) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (6) be postmarked or fax-stamped on or before the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number. The Settlement Administrator shall within five calendar (5) days of receiving an objection provide the Parties with copies of the Notices of Objection. The Settlement Administrator will lodge all objections that it receives with the Court by attaching them to its declaration to be filed with the Court in support of the motion for final approval of the Settlement. Alternatively, a Settlement Class Member may appear at the Final Approval Hearing to state their objection.

3.8 No Solicitation of Objections or Requests for Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion, objections to the Settlement, or to appeal from the Court’s Final Approval Order and Judgment.

3.9 Uncashed Checks. If a Class Settlement Payment check is returned to the Settlement Administrator as undeliverable within sixty (60) calendar days of mailing to a Settlement Class Member, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall re-mail the check to the newly identified address.

If a Class Settlement Payment check is not cashed or deposited within one hundred eighty (180) calendar days after the date it is mailed to a Settlement Class Member, it will be voided.

1 The funds from such voided checks will be maintained by the Settlement Administrator and  
2 transmitted to Legal Aid at Work pursuant to California Code of Civil Procedure § 384(b) as a *cy*  
3 *pres* recipient.

4 3.10 Funding and Allocation of Settlement. Defendant is required to fully fund and  
5 pay Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) of the Maximum Settlement  
6 Amount within twenty (20) calendar days of the Effective Date. Defendant shall provide the  
7 funds for the Settlement to the Settlement Administrator by certified check or by wire transfer.  
8 The Settlement Administrator shall deposit the funds in the Settlement Account. Distributions  
9 from the Settlement Account shall occur in conformity with the Court's Final Approval Order  
10 and Judgment. No more than five (5) calendar days after the Settlement is fully funded, the  
11 Settlement Administrator will provide the Parties with an accounting of all anticipated payments  
12 and awards from the fund. Payments from the fund shall be made for: (1) the Class Settlement  
13 Payments to Settlement Class Members; (2) the Enhancement Award, as specified in this  
14 Agreement and approved by the Court; (3) Class Counsel Award and Class Counsel Costs, as  
15 specified in this Agreement and approved by the Court; (4) the Settlement Administration Costs,  
16 as specified in this Agreement and approved by the Court; and (5) the PAGA Payment (including  
17 the LWDA Payment and PAGA Penalties Payments), as specified in this Agreement and  
18 approved by the Court.

19 3.11 Class Settlement Payments and PAGA Penalties Payments.

20 3.11.1 Class Settlement Payments and PAGA Penalties Payments shall be mailed  
21 by regular First-Class U.S. Mail to Settlement Class Members' and Class Members' last known  
22 mailing address within thirty (30) calendar days after the Effective Date.

23 3.11.2 Each Settlement Class Member's share of the Net Settlement Amount  
24 shall be determined as follows: The dollars per Compensable Pay Period ("Pay Period Value")  
25 will be calculated by dividing the Net Settlement Amount by the total number of Compensable  
26 Pay Periods worked by all Settlement Class Members. The Pay Period Value will be multiplied  
27 by the number of Compensable Pay Periods the Settlement Class Member worked to determine  
28 the distribution for each Settlement Class Member ("Class Settlement Payments").

1                   3.11.3 Class Settlement Payments (as defined in Paragraph 3.11.2) will be  
2 allocated entirely to interest/penalties/non-wage damages. The Settlement Administrator shall  
3 issue the appropriate tax documents associated with the Class Settlement Payments, including an  
4 IRS Form 1099 for the amounts allocated as interest/penalties/non-wage damages.

5                   3.11.4 The PAGA Penalties Payments payable to each Class Member shall be  
6 determined as follows: Compensable PAGA Pay Periods will be the sum of all pay periods  
7 worked by Class Members for Defendant in California during which they were paid overtime  
8 during the Class Period. The dollars per Compensable Pay Period (“PAGA Pay Period Value”)  
9 will be calculated by dividing Ten Thousand Dollars (\$10,000.00), representing 25% of the  
10 PAGA Payment, by the total Compensable Pay Periods. The PAGA Pay Period Value will be  
11 multiplied by the number of Compensable Pay Periods worked as a member of the Class during  
12 the Class Period to determine the distribution for the Class Member (“the PAGA Penalties  
13 Payments”). The PAGA Penalties Payments are considered to be penalties and will be paid out  
14 without reduction for any taxes or other withholdings and will be reported on an IRS Form 1099  
15 (if required). The Settlement Administrator shall issue the appropriate tax documents associated  
16 with the PAGA Penalties Payments.

17                   3.11.5 Any checks issued to Class Members shall remain valid and negotiable for  
18 one hundred eighty (180) calendar days from the date of their issuance, and after that time, the  
19 total amount of any uncashed checks shall be transmitted pursuant to Paragraph 3.9.

20                   3.11.6 No benefit, including, but not limited to, pension benefits and/or 401(k),  
21 shall increase or accrue as a result of any payment made as a result of the Settlement. Except for  
22 the Class Representative’s Enhancement Award, Class Members are not eligible to receive any  
23 compensation other than a Settlement Class Member Payment and PAGA Penalties Payment, as  
24 a result of this Settlement.

25                   3.12 Enhancement Award. Defendant agrees not to oppose or object to any application  
26 or motion by Plaintiff to be appointed Class Representative and for a Class Representative’s  
27 Enhancement Award. Defendant agrees not to oppose the motion by Plaintiff for said Class  
28 Representative’s Enhancement Award, so long as the requested Class Representative’s

Enhancement Award does not exceed Ten Thousand Dollars (\$10,000.00). Any portion of the requested Class Representative's Enhancement Award that is not awarded shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members as provided in this Agreement. The Class Representative's Enhancement Award is intended to be in recognition of the Class Representative's efforts and time as Class Representative and in consideration for her execution of this Stipulation and her release of all claims against Released Parties (as defined in Paragraph 1.30). The Enhancement Award shall be paid to Plaintiff by the Settlement Administrator from the Maximum Settlement Amount within thirty (30) calendar days after the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Enhancement Award. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on her Enhancement Award and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Award. The Enhancement Award shall be in addition to the Plaintiff's Class Settlement Payment as a Settlement Class Member. In the event that the Court awards less than the requested amount of the Enhancement Award, then any portion of the requested amount not awarded to Plaintiff shall be included in the Net Settlement Amount before it is distributed as provided in this Agreement. In the event the Court reduces or does not approve the requested Enhancement Award, Plaintiff shall not have the right to revoke her agreement to the Settlement, which shall remain legally binding and enforceable on the Parties.

3.13 Class Counsel Award and Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one-third (1/3) of the Maximum Settlement Amount, or One Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67) and Class Counsel Costs not to exceed Thirty Thousand Dollars (\$30,000.00), as supported by declarations from Class Counsel, from the Maximum Settlement Amount. Class Counsel shall be paid any Court-approved fees and costs by the Settlement Administrator from the Maximum Settlement Amount within thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Paragraph. The Settlement

1 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made  
2 pursuant to this Paragraph. This Settlement is not contingent upon the Court's awarding Class  
3 Counsel any particular amount in attorneys' fees and costs. In the event the Court reduces or  
4 does not approve the requested Class Counsel Award and/or Class Counsel Costs, the Settlement  
5 shall remain legally binding and enforceable on the Parties. Any amount requested by Class  
6 Counsel for the Class Counsel Award and/or Class Counsel Costs and not granted by the Court  
7 shall be included in the Net Settlement Amount before it is distributed as provided in this  
8 Agreement.

9       3.14   PAGA Payment. Subject to approval by the Court, the Parties shall allocate a  
10 total of Forty Thousand Dollars (\$40,000.00) for payment of penalties pursuant to PAGA. Per  
11 California Labor Code § 2699(i), Thirty Thousand Dollars (\$30,000.00), representing 75% of the  
12 PAGA Payment, will be paid to the California's Labor Workforce Development Agency from  
13 the Maximum Settlement Amount by the Settlement Administrator within thirty (30) calendar  
14 days after the Effective Date. The remaining Ten Thousand Dollars (\$10,000.00), representing  
15 25% of the PAGA Payment, shall be distributed to Class Members, as described in Paragraph  
16 3.11. It is intended by the Parties that the LWDA Payment shall satisfy the distribution  
17 requirements of Cal. Lab. Code § 2698, *et seq.* If the Court awards a lesser amount for the  
18 PAGA Payment, then the LWDA Payment shall be adjusted to 75% of the Court-approved  
19 amount, and any remaining portion shall be part of the Net Settlement Amount and available for  
20 distribution to Settlement Class Members as provided in this Agreement.

21       3.15   Option to Terminate Settlement. If, after the Response Deadline and before the  
22 Final Approval Hearing, the number of individuals who submitted timely and valid Requests for  
23 Exclusion from the Settlement exceeds ten percent (10%) of all Class Members, Defendant shall  
24 have, in its sole discretion, the option to rescind this Settlement within seven (7) business days of  
25 being informed, in writing, of this information, by the Settlement Administrator. If Defendant  
26 exercises its option to terminate this Settlement, Defendant shall pay all Settlement  
27 Administration Costs incurred up to the date of termination. If the option to terminate this  
28

1 Settlement is exercised by Defendant, Defendant shall exercise it by providing written notice to  
2 Class Counsel, in conformity with Paragraph 3.35 herein.

3       3.16 Settlement Administration Costs. The Settlement Administrator shall be paid for  
4 the costs of administration of the Settlement from the Maximum Settlement Amount. Such costs  
5 of administration are estimated not to exceed Sixteen Thousand Dollars (\$16,000.00). No fewer  
6 than twenty-one calendar (21) days prior to the Final Approval Hearing, the Settlement  
7 Administrator shall provide the Parties with a statement detailing the costs of administration.  
8 The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to  
9 make payments, credits, and disbursements, including payments and credits in the manner set  
10 forth herein, to Settlement Class Members calculated in accordance with the methodology set out  
11 in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement  
12 administration process and to make all reasonable efforts to control and minimize the cost and  
13 expenses incurred in administration of the Settlement. The Parties each represent they do not  
14 have any financial interest in the Settlement Administrator or otherwise have a relationship with  
15 the Settlement Administrator that could create a conflict of interest. The Settlement  
16 Administrator shall be responsible for: processing and mailing payments to Plaintiff, Class  
17 Counsel, Settlement Class Members, Class Members, and the LWDA; printing and mailing the  
18 Class Notice to the Class Members as directed by the Court; receiving and reporting the  
19 Requests for Exclusion, Disputes or Objections submitted by Class Members (including  
20 providing weekly status reports); providing declaration(s) as necessary in support of preliminary  
21 and/or final approval of this Settlement; reporting of such payments; and other tasks as the  
22 Parties mutually agree or the Court orders the Settlement Administrator to perform. The  
23 Settlement Administrator shall keep the Parties timely apprised of the performance of all  
24 Settlement Administrator responsibilities. Any legally-mandated tax reports, tax forms, tax  
25 filings, or other tax documents required by administration of this Agreement shall be prepared by  
26 the Settlement Administrator. Any expenses incurred in connection with such preparation shall  
27 be a cost of administration of the Settlement. The Settlement Administrator shall be paid the  
28

1 Settlement Administration Costs from the Maximum Settlement Amount within thirty (30)  
2 calendar days after the Effective Date.

3 3.17 Final Approval Hearing. At a reasonable time following the Response Deadline,  
4 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the  
5 Court shall determine amounts properly payable for (i) the Class Counsel Award and Class  
6 Counsel Costs, (ii) the Enhancement Award, (iii) the PAGA Payment, and (v) the Settlement  
7 Administration Costs.

8 3.18 Entry of Judgment. If the Court approves this Settlement at the Final Approval  
9 Hearing, the Parties shall request that the Court enter judgment, with the Court retaining  
10 jurisdiction over the Parties to enforce the terms of the judgment, pursuant to California Rules of  
11 Court 3.769. To provide notice of judgment to the Class, the Settlement Administrator will post  
12 the Court's Final Approval Order and Judgment on its website for sixty (60) calendar days after  
13 the date of entry of the Final Approval Order and Judgment, and no individualized notice will be  
14 required.

15 3.19 Nullification of Settlement Agreement. In the event: (i) the Court does not enter  
16 the Preliminary Approval Order as provided herein; (ii) the Court does not grant final approval  
17 of the Settlement as provided herein; (iii) the Court does not enter a Final Approval Order and  
18 Judgment as provided herein; or (iv) the Settlement does not become final for any other reason,  
19 this Settlement Agreement shall be null and void and any order or judgment entered by the Court  
20 in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the  
21 Parties and any funds to be awarded under this Settlement shall be returned to their respective  
22 statuses as of the date and time immediately prior to the execution of this Agreement, and the  
23 Parties shall proceed in all respects as if this Agreement had not been executed, except that any  
24 fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.  
25 In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other  
26 appellate review in this action is sought, administration of the Settlement shall be stayed pending  
27 final resolution of the appeal or other appellate review.

28 3.20 No Admission by the Defendant. Defendant denies any and all claims alleged in

1 this Lawsuit and denies all wrongdoing whatsoever. This Agreement is not a concession or  
2 admission and shall not be used against Defendant as an admission or indication with respect to  
3 any claim of any fault, concession, or omission by Defendant.

4 3.21 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning  
5 the interpretation, calculation of payment of settlement claims, or other disputes regarding  
6 compliance with this Agreement shall be resolved as follows:

7 3.21.1 If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class  
8 Members, or Defendant at any time believe that the other Party has breached or acted contrary to  
9 the Agreement, that party shall notify the other party in writing of the alleged violation.

10 3.21.2 Upon receiving notice of the alleged violation or dispute, the responding  
11 party shall have ten (10) business days to correct the alleged violation and/or respond to the  
12 initiating party with the reasons why the Party disputes all or part of the allegation.

13 3.21.3 If the response does not address the alleged violation to the initiating  
14 party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) business days to  
15 resolve their differences.

16 3.21.4 If the Parties are thereafter still unable to resolve their differences after  
17 twenty (20) business days, either Party may file a motion with the Court, including and not  
18 limited to, pursuant to California Rules of Court rule 3.769 and/or California Civil Procedure  
19 Code § 664.6. The prevailing party to any such motion shall also be entitled to recover its  
20 reasonable attorneys' fees and costs incurred in connection with any such motion.

21 3.22 Exhibits and Headings. The terms of this Agreement include the terms set forth  
22 in the attached Exhibit, which are incorporated by this reference as though fully set forth herein.  
23 The Exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of  
24 any paragraphs or sections of this Agreement are inserted for convenience of reference only and  
25 do not constitute a part of this Agreement.

26 3.23 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
27 Lawsuit, subject to necessary compliance with the Court's orders, except such proceedings  
28 necessary to implement and complete the Settlement, in abeyance pending the Final Approval

1 Hearing to be conducted by the Court.

2 3.24 Amendment or Modification. This Agreement may be amended or modified only  
3 by a written instrument signed by counsel for all Parties or their successors-in-interest and  
4 approved by the Court.

5 3.25 Entire Agreement. This Agreement and attached Exhibit constitute the entire  
6 Agreement among the Parties, and no oral or written representations, warranties, or inducements  
7 have been made to any Party concerning this Agreement or its Exhibits other than the  
8 representations, warranties, and covenants contained and memorialized in the Agreement and its  
9 Exhibits.

10 3.26 Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
11 warrant and represent they are expressly authorized by the Parties whom they represent to  
12 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by  
13 such Parties pursuant to this Agreement to effectuate its terms and to execute any other  
14 documents required to effectuate the terms of this Agreement. The Parties and their counsel will  
15 cooperate with each other and use their best efforts to effect the implementation of the  
16 Settlement. In the event the Parties are unable to reach agreement on the form or content of any  
17 document needed to implement the Settlement, or on any supplemental provisions that may  
18 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance  
19 of the Court to resolve such disagreement. The persons signing this Agreement on behalf of  
20 Defendant represent and warrant that they are authorized to sign this Agreement on behalf of  
21 Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and  
22 that she has not assigned any claim, or part of a claim, covered by this Settlement to a third party.

23 3.27 Binding Nature of Agreement. This Agreement shall be binding upon, and inure  
24 to the benefit of, the successors, heirs, assigns, and third-party beneficiaries of the Parties hereto,  
25 as previously defined. To the extent permitted by law, the Class Members who do not opt out of  
26 this Settlement shall also be bound by this Agreement and any judgment relating thereto.

27 3.28 California Law Governs. All terms of this Agreement and the Exhibit hereto shall  
28 be governed by and interpreted according to the laws of the State of California.

1           3.29   This Settlement is Fair, Adequate, and Reasonable. The Parties believe and  
2 stipulate that this Settlement is a fair, adequate, and reasonable settlement of this Lawsuit and  
3 have arrived at this Settlement after extensive, arms-length, non-collusive negotiations, taking  
4 into account all relevant factors, present and potential.

5           3.30   Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
6 with respect to the interpretation, implementation, and enforcement of the terms of this  
7 Agreement and all orders and judgments entered in connection therewith, and the Parties and  
8 their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,  
9 implementing and enforcing the Settlement embodied in this Agreement and all orders and  
10 judgments entered in connection therewith.

11          3.31   Invalidity of Any Provision. Before declaring any provision of this Agreement  
12 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
13 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
14 enforceable.

15          3.32   No Right to Terminate Based on Reduction of Class Counsel Award or Class  
16 Counsel Costs. The Parties agree that any reduction in the Class Counsel Award and Class  
17 Counsel Costs shall not constitute grounds to terminate or void the Settlement or otherwise  
18 increase the maximum amount payable by Defendant under this Agreement, which shall not  
19 exceed the Maximum Settlement Amount defined herein.

20          3.33   Cooperation. The Parties agree to cooperate fully with one another to accomplish  
21 and implement the terms of this Settlement. Such cooperation shall include, but not be limited  
22 to, execution of such other documents and the taking of such other action as may be reasonably  
23 necessary to timely fulfill the terms and approval by the Court of this Settlement. The Parties to  
24 this Settlement shall use their best efforts, including all efforts contemplated by this Settlement  
25 and any other efforts that may become necessary by Court order or otherwise, to effectuate this  
26 Settlement and the terms set forth herein.

27          3.34   Publicity. Plaintiff and Class Counsel agree that they will not issue any press  
28 releases, initiate any contact with the press, respond to any press inquiry, post any new material

on any internet websites, or have any communication with the press about the Lawsuit, and/or the fact, amount, or terms of the Settlement except as provided for by the Agreement for purposes of effectuating notice required by this Agreement, which shall include the provision of notice to Class Members by mail, and which shall include a settlement website to be established and maintained by the Settlement Administrator as approved by the Court.. Before the date of the filing of the motion for preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate any contact with the Class Members or anyone else about the Settlement, except that: (a) Class Counsel, if contacted by a Class Member, may respond that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice; (b) Plaintiff, if contacted by a Settlement Class Member, may respond only that the Settlement Class Member should contact Class Counsel, and (c) Class Counsel and Plaintiff will undertake all required submissions to the LWDA as required by the PAGA statute in connection with this Settlement and will also provide Defendant's Counsel with a copy of the papers submitted to the LWDA, either prior to or on the same day as the submission to the LWDA. Nothing in this paragraph shall prevent Class Counsel from communicating with the Class Members, the LWDA, or the court in which the Lawsuit is pending, as may be required in response to inquiries about the terms of this Settlement and/or to fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this paragraph shall prevent Class Counsel from identifying this case for purposes of establishing adequacy in other cases.

3.35 Notices. Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

DIVERSITY LAW GROUP, P.C.  
Larry W. Lee  
Max W. Gavron  
Kwanporn "Mai" Tulyathan  
515 S. Figueroa Street, Suite 1250

To Defendant:

SNELL & WILMER L.L.P.  
Tiffany Brosnan  
Erin D. Leach  
600 Anton Blvd, Suite 1400  
Costa Mesa, California 92626-7689

Los Angeles, California 90071

POLARIS LAW GROUP  
William L. Marder  
501 San Benito Street, Suite 200  
Hollister, CA 95023

Thomas L. Schulman  
600 West Santa Ana Boulevard, Suite 955  
Santa Ana, California 92701-4509

3.36 Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Released Class Claims as to Settlement Class Members and Released PAGA Claims as to all Class Members, and such shall have the same force and effect as if each Settlement Class Member executed this Agreement.

3.37 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms herein.

3.38 The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arm's-length, non-collusive negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Agreement.

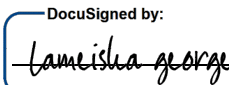
3.39 Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this Stipulation in counterparts, by electronic signature including DocuSign, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Agreement, including scans or PDF versions, shall be effective for all purposes as though the signatures contained therein were original signatures.

**STIPULATED, AGREED, AND ACCEPTED.**

Date: 10/30/2023

**PLAINTIFF LAMEISHA GEORGE**

Print Name: Lameisha george

Signature:   
690C9CF0FA8B456...

**DEFENDANT WESTWAYS STAFFING  
SERVICES, INC.**

Date: 10/27/2023

Print Name: Harold Sterling  
CEO

Title: \_\_\_\_\_

Signature: 

# EXHIBIT A

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Lameisha George v. Westways Staffing Services, Inc., Case No. CIVSB2212594*  
*Lameisha George v. Westways Staffing Services, Inc., Case No. CIVSB2217699*  
Superior Court of California for the County of San Bernardino

*A court authorized this notice. This is not a solicitation from a lawyer.*

**ATTENTION: ALL NON-EXEMPT EMPLOYEES OF DEFENDANT WESTWAYS STAFFING SERVICES, INC. WHO WORKED FOR DEFENDANT IN CALIFORNIA WHO WERE PAID OVERTIME WAGES AT ANY TIME FROM SEPTEMBER 5, 2021, THROUGH AUGUST 5, 2022 (“CLASS” OR “CLASS MEMBER(S)”).** CLASS MEMBERS ARE ENTITLED TO PARTICIPATE IN A PROPOSED CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT.

*Based on your employment records and the terms of the Settlement, your Individual Settlement Share is estimated to be <<estamount>>.*

**PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS YOUR RIGHTS AND OPTIONS, AND STRICT DEADLINES FOR EXERCISING THEM.**

- A proposed class action and representative settlement (“the Settlement”) has been reached between plaintiff Lameisha George (“Plaintiff”), on behalf of herself and the below-defined Class Members, and Westways Staffing Services, Inc. (“Defendant”).
- The Settlement resolves a class and representative lawsuit that alleges Defendant did not provide compliant wage statements. The lawsuit alleges claims under the California Labor Code and the Private Attorneys General Act (“PAGA”).
- Because Defendant’s records show that you qualify as a Class Member, you will receive money from the Settlement if the Court grants final approval.
- Notwithstanding the terms of this Settlement, Defendant denies any wrongdoing and entered into the Settlement as a compromise to resolve this dispute.

## **OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT**

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>         | If you do nothing, and the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and judgment entered based thereon and the release of claims described below in Section 7. You will be mailed a settlement check at the last address that Defendant or the Settlement Administrator has on file for you.                                                                                                                                                                                                                                                                                         |
| <b>ASK TO BE EXCLUDED</b> | If you do not wish to participate in the class action Settlement, you must send a letter requesting exclusion to the Settlement Administrator. You will keep the right to sue Defendant on your own about the Released Claims resolved by this Settlement, but you will still give up your right to sue for the Released PAGA Claims if the Court approves the settlement. Your request for exclusion must be postmarked or fax-stamped <b>no later than [Response Deadline]</b> . Your exclusion request shall not apply to the portion of the Settlement related to the Released PAGA Claims. See Sections 9 and 10 for more information. |
| <b>OBJECT</b>             | If you wish to object to the Settlement, you must send an objection letter to the Settlement Administrator that is postmarked or fax-stamped <b>no later than [Response Deadline]</b> . You may also appear at the Final Approval Hearing. See Section 13 for more information.                                                                                                                                                                                                                                                                                                                                                             |

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

For purposes of this Settlement, “Class Members” or “Class” means all non-exempt employees of Defendant who worked for Defendant in California who were paid overtime wages at any time from September 5, 2021, through August 5, 2022 (the “Class Period”). Defendant’s records show that you are a member of the Class defined above.

### **2. What is the Action about?**

Plaintiff is a former hourly employee of Defendant. She alleges that Defendant did not provide compliant wage statements to non-exempt employees who earned overtime wages, in violation of the California Labor Code and PAGA. Plaintiff alleges that she and Class Members are entitled to statutory and civil penalties, attorneys’ fees, and costs.

Defendant denies engaging in any wrongful conduct as alleged in this case and continues to deny the claims and charges of wrongdoing and liability.

Both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class defined below in Section 4.

### **3. Why is this lawsuit a class and representative action?**

In a class action, one or more people called “plaintiffs” sue on behalf of people who may have similar alleged claims, called the putative “class” or “class members.” The Court has made no determination that the case should be certified as a “class action,” except for purposes of this Settlement. Similarly, in a representative PAGA action, the “plaintiff” sues on behalf of the State of California to recover PAGA civil penalties for alleged California Labor Code violations experienced by other employees. On [insert date], the Court issued an order conditionally certifying the Class for purposes of settlement only.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **4. What does the settlement provide?**

The parties reached a Settlement in which Defendant’s total maximum payment amount will not exceed \$425,000.00 (“Maximum Settlement Amount”).

The “Net Settlement Amount” is the portion of the Maximum Settlement Amount eligible for distribution to Class Members minus the payments below, which are subject to approval by the Court.

- Fee and Cost Award for Class Counsel. Deducted from the Maximum Settlement Amount will be the sums approved by the Court for attorneys’ fees not to exceed \$141,666.67, which represents 1/3 of the Maximum Settlement Amount, and attorneys’ actual costs not to exceed \$30,000.00.
- Plaintiff’s Enhancement Award. Deducted from the Maximum Settlement Amount will be the sum approved by the Court for an enhanced recovery for Plaintiff for serving as the class representative of up to \$10,000.00.
- PAGA Award. Deducted from the Maximum Settlement Amount will be a PAGA Award approved by the Court of up to \$40,000.00, of which \$30,000.00 will be paid to the State of California Labor and Workforce Development Agency for alleged penalties.

- Settlement Administration Costs. Deducted from the Maximum Settlement Amount will be the costs of the Settlement Administrator, [insert administrator] approved by the Court, which is estimated to be no more than \$16,000.00.

Your Individual Settlement Share may include two parts, as follows: (i) all Settlement Class Members who do not opt-out of the settlement will receive a Class Settlement Payment; and (ii) all Class Members also will receive a PAGA Penalties Payment. The Class Settlement Payment and PAGA Penalties Payment will be calculated, as follows:

#### Class Settlement Payments

Each Settlement Class Member's share of the Net Settlement Amount shall be determined as follows: The dollars per Compensable Pay Period ("Pay Period Value") will be calculated by dividing the Net Settlement Amount by the total number of Compensable Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay Periods the Settlement Class Member worked to determine the distribution for each Settlement Class Member ("Class Settlement Payments"). For tax purposes, Class Settlement Payments will be allocated entirely as penalties (to be reported on an IRS Form 1099).

#### PAGA Penalties Payments

PAGA Penalties Payments payable to each Class Member shall be determined as follows: The dollars per Compensable Pay Periods ("PAGA Pay Period Value") will be calculated by dividing Ten Thousand Dollars (\$10,000.00), representing 25% of the PAGA Award, by the total Compensable Pay Periods. The PAGA Pay Period Value will be multiplied by the number of Compensable Pay Periods worked as a member of the Class during the Class Period to determine the distribution for the Class Member ("the PAGA Penalties Payments"). For tax purposes, the PAGA Penalties Payments will be entirely allocated as penalties (to be reported on an IRS Form 1099).

No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties are not providing tax or legal advice or making representations regarding tax obligations or consequences, if any, related to any settlement amounts paid to Class Members. Each Settlement Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has questions.

### **5. What am I giving up in exchange for the settlement benefits?**

Each Class Member who does not submit a timely request for exclusion shall release Defendant and all of its respective current and former parents, subsidiaries, predecessors and successors, clients, joint venturers, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, accountants, insurers, or legal representatives (collectively, the "Released Parties") from any and all claims, rights, demands, liabilities, and/or causes of action that were alleged, or reasonably could have been alleged in the Lawsuit during the Class Period and based on the facts stated in the Operative Complaint and/or ascertained in the course of the Lawsuit. These claims include (1) violation of Labor Code § 226 and the applicable Wage Orders and (2) all damages, interest, penalties, litigation costs, attorneys' fees, restitution, and equitable relief, that reasonably arise from, and/or are reasonably related to the factual allegations pled in the Lawsuit which arose during the Class Period (collectively, the "Released Class Claims").

Also, in exchange for the PAGA Award, the State of California, Plaintiff and the Class Members will release the Released Parties from any and all individual and representative claims that could have been assessed upon and collected from the Released Parties under California Labor Code § 2698, et seq. based on the factual allegations contained in Plaintiff's Notice to the Labor and Workforce Development Agency ("LWDA") dated June 13, 2022 and Operative Complaint on file with the court in this action during the Class Period, including but not limited to California Labor Code §§ 226 and 226.3 and any resulting claim for attorneys' fees and costs under PAGA (collectively, the "Released PAGA Claims").

## **HOW TO GET A SETTLEMENT PAYMENT**

### **6. How do I receive my Class Settlement Payment and PAGA Penalties Payment?**

If the Court grants final approval of the Settlement, thereafter, you automatically will be issued your (i) Class Settlement Share if you do not opt out of the Settlement, as described in Section 9, and (ii) PAGA Penalties Payment. You will be mailed your Class Settlement Payment and PAGA Penalties Payment by check at the last address that Defendant has on file for you (unless you timely provide an updated address to the Settlement Administrator).

### **7. When will I get my payment(s)?**

Payments will be distributed only after the Court grants final approval and the Settlement is effective pursuant to the terms of the settlement agreement and the Court's orders. The timing of distribution of payments will depend on the date of entry of an order by the Court granting final approval of the Settlement and entry of judgment based thereon. For more information about the estimated timing of payments, you can check with the Settlement Administrator.

### **8. How do I dispute the Compensable Pay Periods used to calculate my Individual Settlement Share?**

If you disagree with the Compensable Pay Periods that are credited to you based on Defendant's records, which are stated on Page 1 of this Notice, and you wish to dispute this information, you must do so by submitting a written letter to the Settlement Administrator that: (1) contains your name, address, telephone number, last four digits of your Social Security number, and your signature; (2) contains the case name and number of the Action; (3) clearly indicates that you seek to dispute your Compensable Pay Periods; (4) provides documentation and/or an explanation to show contrary Compensable Pay Periods; and (5) is postmarked or fax-stamped **no later than [Response Deadline]** and returned to the Settlement Administrator at the following address or fax telephone number:

[insert Settlement Administrator's information]

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **9. How do I ask the Court to exclude me from the settlement of the Released Class Claims?**

If you do not wish to participate in the class action portion of the Settlement ("opt out"), you must complete and send a timely written request for exclusion ("Request for Exclusion") **no later than [Response Deadline]**. The Request for Exclusion must: (1) contain your name, address, telephone number, last four digits of your Social Security number, and signature; (2) contain the case name and number of the Action; (3) clearly indicate that you seek to exclude yourself from the Settlement; and (4) be returned to the Settlement Administrator, postmarked or fax-stamped **on or before [Response Deadline]**, at the address or fax telephone number that is listed above in Section 8.

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any judgment entered in the Action if the Settlement is approved by the Court.

### **10. Why can't I exclude myself from the settlement of the Released PAGA Claims?**

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the settlement of the Released PAGA Claims.

### 11. If I exclude myself, can I get anything from the settlement?

If you exclude yourself now you will not receive your Class Settlement Payment and you will not give up the Released Class Claims. But, even if you exclude yourself, you will still receive a PAGA Penalties Payment (see Section 5 for eligibility) and be bound by the Released PAGA Claims.

### 12. If I don't exclude myself, can I sue later?

No. If you do not exclude yourself, you give up the right to sue Defendant and the Released Parties for the Released Claims described above. You must exclude yourself from the Settlement to start or continue your own lawsuit to pursue any of the Released Claims.

## **OBJECTING TO THE SETTLEMENT**

### 13. How do I object to the Settlement?

Any Settlement Class Member may object to the Settlement, or any portion thereof, by submitting a written objection ("Notice of Objection") on or before **[Response Deadline]**. The Notice of Objection must: (1) contain the name, address, telephone number, last four digits of the Social Security number, and signature of the Class Member; (2) contain the case name and number of the Action; (3) clearly indicate that the Class Member seeks to object to the Settlement; (4) state the legal and factual basis for the objection; (5) state whether the Class Member intends to appear at the Final Approval Hearing; and (6) be returned to the Settlement Administrator, postmarked or fax-stamped no later than **[Response Deadline]** at the address or fax telephone number that is listed above in Section 8.

If a Class Member wishes to appear at the Final Approval Hearing and orally present his or his objection to the Court, they may do so whether or not they submitted a written objection to the Settlement Administrator. Any Class Member who submits an objection or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. Class Members who submit Requests for Exclusion may not object to the Settlement.

### 14. What's the difference between objecting and asking to be excluded?

Objecting is telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement.

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

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You are not required to attend this hearing. The Final Approval Hearing will be held on **[insert time/date]** in Department 26 at the Superior Court of California for the County of San Bernardino, located at **247 West Third Street, San Bernardino, California 92415**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel.

### 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. If you submit a written objection in conformity with the requirements set forth herein, you do not have to come to the Final Approval Hearing to talk about it, and the Court will consider your objection. You may also pay another lawyer to attend on your behalf, but it is not required.

### 17. May I speak at the hearing?

If a Class Member wishes to appear at the Final Approval Hearing and orally present his or his objection to the Court they may do so regardless of whether or not they submitted a written objection.

## **IF YOU DO NOTHING**

### **18. What happens if I do nothing at all?**

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the Settlement (including and not limited to the release of Released Claims against Released Parties) and the judgment entered based thereon.

## **THE LAWYERS REPRESENTING YOU**

### **19. Do I have a lawyer in this case?**

The Court has appointed the following lawyers, who represent Plaintiff, to serve as counsel for the Class (“Class Counsel”):

DIVERSITY LAW GROUP, P.C.  
Larry W. Lee  
Max W. Gavron  
Kwanporn “Mai” Tulyathan  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 488-6555  
Facsimile: (213) 488-6554

POLARIS LAW GROUP, P.C.  
William Marder  
501 San Benito Street, Suite 200  
Hollister, CA 95023  
Telephone: (831) 531-4214  
Facsimile: (831) 634-0333

### **20. How will the costs of the Action and the settlement be paid?**

The costs of the Action and the Settlement are paid from the Maximum Settlement Amount, subject to approval by the Court.

## **GETTING MOwRE INFORMATION**

### **21. How do I get more information?**

This notice summarizes the Settlement. More details are in the Settlement Agreement. You may contact Class Counsel or the Settlement Administrator for more information. The Settlement Administrator may be contacted at the previously mentioned mailing address and fax telephone number, as well as at the following toll-free telephone number: [Settlement Administrator’s toll-free telephone number].

**PLEASE DO NOT CONTACT DEFENDANT, DEFENDANT’S ATTORNEYS, THE CLERK OF THE COURT, OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT.**