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14 Attorneys for Plaintiff JAMES GREGORY CONQUEST

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SACRAMENTO**
17

18 JAMES GREGORY CONQUEST and ILANA
19 RAMOS individually and on behalf of all
others similarly situated,

20 Plaintiffs,

21 v.

22 TRIPLE CANOPY, INC.; CONSTELLIS
23 INTEGRATED RISK MANAGEMENT
SERVICES, INC.; TRIPLE CANOPY – A
24 CONSTELLIS COMPANY; and DOES 1-50,
inclusive,

25 Defendants.
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CASE NO.: 34-2022-00322538
Hon. Lauri A. Damrell
Dept.: 28

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

Date: February 2, 2024
Time: 9:00 a.m.
Dept: 28

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1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff JAMES GREGORY CONQUEST (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced a class and PAGA action on behalf of the Class Members and Aggrieved Employees on or about June 28, 2022. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA, which seeks approval of attorneys’ fees, costs, Class Representative Enhancement Payments, and Settlement Administration Costs. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval of the Settlement. Attached as **Exhibit B** is a true and correct copy of the Amended Settlement Agreement which the Parties ask the Court to approve.

3. On June 28, 2022, Plaintiff Conquest filed this putative class action against Defendants Triple Canopy, Inc., Constellis Integrated Risk Management Services Inc., and Triple Canopy – A Constellis Company (“Defendants”) for Defendants’ alleged failure to: (1) pay wages including overtime, (2) failure to timely pay wages, (3) failure to provide accurate itemized wage statements, (4) failure to indemnify necessary business expenses, (5) failure to pay reporting time pay, and (6) for unfair competition (“UCL”).

5. On December 12, 2022, Plaintiff Conquest and Defendants entered into a stipulation to stay this matter pending the completion of the January 18, 2023 private mediation with Jason Marsili (“Mr. Marsili”) serving as mediator.

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1 Marsili, where they reached a global resolution of all of the claims asserted in the Conquest
2 Action, the PAGA Notices submitted by the Plaintiffs Conquest and Ramos (and any as yet
3 unpled Labor Code violations asserted therein which could have been pled on a class-wide basis)
4 and the Ramos Dispute Letter. As part of this Settlement, the Parties have agreed to move for
5 approval of the Settlement in this Action. At all times, the Parties' negotiations were adversarial,
6 non-collusive and at arm's length.

7 7. On June 2, 2023, Plaintiffs filed their First Amended Complaint as part of this
8 settlement proceeding (the "Operative Complaint"). The Operative Complaint added Ramos as a
9 Plaintiff, added Ramos's counsel as Plaintiffs' counsel, and added both Plaintiffs' underlying
10 claims based on alleged Labor Code violations as asserted in the Plaintiffs' PAGA Notices on
11 both a class and representative basis.

12 **Mediation**

13 8. On January 18, 2023, the parties participated in a full-day mediation with private
14 mediator Jason Marsili, where they reached a global resolution of all of the claims asserted in the
15 Conquest Action, the PAGA Notices submitted by the Plaintiffs (and any as yet unpled Labor
16 Code violations asserted therein which could have been pled on a class-wide basis) and the
17 Ramos Dispute Letter.

18 9. The settlement was the product of a non-collusive settlement process.

19 10. Plaintiffs' counsel Clark Law Group, United Employees Law Group, and James
20 Hawkins APLC, ("Class Counsel") have conducted a thorough investigation into the factual and
21 legal issues implicated by Plaintiffs' claims and was able to objectively assess the settlement's
22 reasonableness. Plaintiffs' Counsel received a considerable amount of documents and data. In
23 preparation for mediation, Defendants produced raw timekeeping and payroll data for a 20%
24 sampling of Class Members and Aggrieved Employees, personnel and payroll data for Plaintiffs,
25 relevant Collective Bargaining Agreements and other of Defendants' policies and documents
26 which applied to the employment of Plaintiffs and the Class Members and Aggrieved Employees,
27 and data relating to the number of Class Members and Aggrieved Employees, the number of
28 shifts worked during the Class Period and PAGA Period, the average hourly rate of pay for each

1 Class Member, and other data specific to the Class Members and Aggrieved Employees which
2 allowed Plaintiffs to conduct a full damage analysis.

3 **The Claims**

4 11. Plaintiffs alleged various wage and hour violations, which were described in detail,
5 including the potential risks associated with each claim, in the Declaration of Class Counsel R.
6 Craig Clark submitted with Plaintiffs' preliminary approval motion. To summarize, the claims
7 with the largest potential value were those for minimum wage, overtime, meal and rest periods,
8 and waiting time penalties. However, Defendant had multiple legally compliant policies that
9 could potentially rebut Plaintiffs' minimum wage, overtime, and meal and rest period claims.
10 There was also a substantial risk that the alleged on-call time or unpaid time due to rounding
11 would not be compensable under the law, or a trier of fact would find it was not compensable.
12 Due to Defendant's policies, Plaintiffs also had to weigh the risk of Defendant prevailing on a
13 good faith defense with respect to unpaid minimum wages and potential waiting time penalties.
14 Because Plaintiffs' claim for PAGA penalties was derivative, it carries the same risks identified
15 for the underlying substantive claims in addition to carrying a risk that the Court could exercise its
16 discretion to substantially reduce any amount of civil penalties.

17 12. As fully described in R. Craig Clark's declaration previously filed in support of
18 the motion for preliminary approval, the estimated potential recovery for all claims totals to
19 approximately \$10,915,099.30. *See* Clark Decl. in support of Preliminary Approval at ¶¶ 26-31).
20 The estimated potential recovery for the meal period claim is \$3,265,761.00 (108,425 Estimated
21 Shifts with Meal Break Violations x \$30.12 average rate). The rest period claim was evaluated at
22 \$3,651,146.40 (121,220 Estimated Shifts with Rest Break Violations x \$30.12 average rate). The
23 estimated recovery for the off -the-clock claim was evaluated at \$1,278,036.78 (26,524 Estimated
24 off-the-clock hours x \$30.12 Average Hourly Rate) + (10,605 Estimated off the clock overtime
25 hours x \$45.18 Average Hourly Overtime Rate)). The reimbursement claim was evaluated at
26 \$2,127.50 (\$50 reasonable monthly phone reimbursement x 851 class members x 5% violation
27 rate). The Sub-Total Unpaid wages were evaluated at \$8,197,071.68. Labor Code section 203
28 Penalties were valued at \$2,002,377.60 (277 former employees x 30 days x 8 hours x \$30.12).

1 Labor code section 226 penalties overlapping with failure to maintain accurate records, were
2 valued at \$715,650.00 (14,313 pay periods x \$50). *See Id.*

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

13 14. After notice to the Class, I believe that the consideration and terms set forth in the
14 Settlement Agreement remain fair, reasonable, and adequate and are in the best interests of the
15 Settlement Class in light of all known facts and circumstances, including the various defenses
16 asserted by Defendant and the Court should grant final approval.

17 **Experience of Class Counsel**

18 15. My practice is limited exclusively to litigation, focusing on the representation of
19 employees in wage and hour and consumer class action matters I have a great deal of experience
20 in wage and hour class action litigation. I have obtained certification of several classes, I have
21 been approved as class counsel in many other wage/hour class actions, and I am currently
22 litigating numerous others. Although not an all inclusive list, over the years I have prosecuted the
23 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
24 and facts to those associated with this action:

- 25 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
26 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
27 wages for meal period and rest periods and resultant penalties. Class
28 Notice pending.

1 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
2 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for
3 mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third
4 party administrator (TPA) in the State of California. Certification granted. Plaintiffs’
5 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
6 fully distributed.

7 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
8 04554. Wage and Hour Class Action case seeking past wages for “off the clock”,
9 overtime and meal and rest break violations for production workers in the State of
10 California. Plaintiffs’ Counsel appointed as Lead Counsel. Case settled, Final
11 Approval granted, no objections and funds fully distributed.

12 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
13 Wage and Hour Class Action case seeking past wages for meal and rest period
14 violations for retail employees in the State of California. Plaintiffs’ counsel appointed
15 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
16 distributed.

17 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
18 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
19 rest period violations for retail employees in the State of California. Plaintiffs’
20 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
21 objections and funds fully distributed.

22 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
23 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
24 wages for overtime, meal and rest break violations for driver employees in the State of
25 California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class.
26 Arbitration Award confirmed. Plaintiffs’ counsel, lead trial counsel and class counsel.

27 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
28 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for

1 overtime, meal and rest breaks violations for production employees in the State of
2 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
3 granted, no objections and funds fully distributed.

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

9 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
10 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
11 rest break violations for restaurant employees in the State of California. Plaintiffs'
12 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
13 fully distributed.

14 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
15 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
16 and rest break violations for security officers in the State of California. Plaintiffs'
17 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
18 objections and funds fully distributed.

19 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court,
20 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
21 seeking past wages for meal and rest break violations for security officers employed by
22 defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
23 Final Approval granted and funds fully distributed.

24 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
25 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
26 meal and rest break violations for housekeepers employed by defendant in the State of
27 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
28 granted, no objections and funds fully distributed.

1 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
2 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
3 rest period violations for non-exempt employees employed by defendant in the state of
4 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
5 petitioned the Court for Lead Counsel.

6 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
7 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
8 wages for field and branch employees of defendant in the State of California.
9 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
10 Approval.

11 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
12 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
13 employees of defendant in the State of California. Plaintiffs' counsel appointed as lead
14 counsel. Case settled, Final Approval granted, no objections and funds fully
15 distributed.

16 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
17 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
18 break violations for security guards employed by defendant in the State of California.
19 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
20 objections and funds fully distributed.

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

26 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
27 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
28 break violations for restaurant employees employed by defendant in the State of

1 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

3 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
4 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
5 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
6 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.

8 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
9 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
10 break violations for retail employees employed by defendant in the State of California.
11 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
12 objections and funds fully distributed.

13 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
14 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
15 classification of managers employed by Defendant in the State of California.
16 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
17 objections and funds fully distributed.

18 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
19 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
20 and rest break violations for production workers employed by defendant in the State of
21 California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval
22 granted; no objections and funds fully distributed.

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

Reasonableness of Attorneys' Fees

16. Here, the Parties' agreement to pay Class Counsel Fees of \$313,333.33 (1/3 of the GSA is reasonable.) My firm along with co-counsel have been the only counsel to represent Plaintiffs and the Class Members in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsel. In a complex action such as this, the proposed attorneys' fees are within the typical range for contingency fees in class action cases. Additionally, the Parties have executed a fee-splitting agreement and agreed to split the requested fees as follows: 33.33% to Clark Law Group, 16.67% to United Employees Law Group, and 50% to James Hawkins APLC.

17. A review of my firm's detailed billing system reveals that to date, my firm as Class Counsel, on behalf of Plaintiff Conquest and the Class Members, invested approximately 277.60 hours litigating this matter through the date of this declaration for a total lodestar of **\$208,540** in fees, broken down as follows:

Name and Title of Professional	Bar Admission Date	Hours	Rate (2023)	Lodestar
James Hawkins	1997	102.90	\$900	\$92,610
Gregory Mauro	2002	124.60	\$850	\$105,910
Melissa Whitson Paralegal	2016	50.10	\$200	\$10,020
TOTAL HOURS AND LODESTAR FOR JAMES HAWKINS APLC		277.60		\$208,540

18. The hourly rates have been previously approved by numerous Court's and recently in *Garcia vs, Union Bank, et. al.*, Ventura County Superior Court Case No. 56-2017-

00492522-CU-OE-VTA. My firm and Co-Counsel's firm have a combined lodestar of approximately **\$427,966.50**.¹ (See Clark Declaration in Support of Final Approval at ¶37; Haines Declaration in Support of Final Approval at ¶6).

19. In addition to the requested attorneys' fees, our office has expended a total of **\$11,657.48**² in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiffs respectfully requests the Court grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of Class Counsel James Hawkins costs bill.

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

Reasonableness of the Class Representative Enhancement Payments

21. The parties request payment of a Class Representative Enhancement Payment from the non-reversionary Gross Settlement Amount to the Class Representatives in the amount of

¹The Clark Law Group had lodestar of \$210,074.00 and United Employees Law Group had a lodestar of \$9,352.50.

² The combined total requested costs among the 3 law firms are \$16,673.46. See Decl. of Clark at para. 41 (costs of \$5,013.51) and Haines decl. at para. 7 (costs of \$2.47).

1 \$10,000.00 each (\$20,000.00 total), in addition to whatever payments they are otherwise entitled
2 to receive as a Class Member. The proposed Class Representative Enhancement Payment is
3 reasonable compensation given the time and effort that the named Plaintiffs devoted to this case;
4 the valuable assistance they provided to Class Counsel; the fact that they entered into a general
5 release of claims that is broader than the release of the Class, and the risks the Plaintiffs took by
6 coming forward and potentially being liable for Defendant's fees and costs if they lost the case
7 such as a motion for summary judgment granted in Defendant's favor.

8 22. Plaintiffs provided invaluable assistance to Class Counsel and the Class in this
9 case, including providing factual background for the Class Complaint; reviewing the relevant
10 documents, and Complaint; participating in phone calls with their lawyers to discuss litigation and
11 settlement strategy; and reviewing the settlement documents. Plaintiffs agreed to participate in
12 this case with no guarantee of personal benefit. See declarations of Ramos and Conquest
13 concurrently filed herewith.

14 I declare under penalty of perjury that the foregoing is true and correct. Executed on
15 January 10, 2024 at Irvine, California.

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Exhibit A

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

Case No. 34-2022-00322538

JAMES GREGORY CONQUEST and ILANA RAMOS individually and on behalf of all others similarly situated,

Plaintiffs,

v.

TRIPLE CANOPY, INC.; CONSTELLIS INTEGRATED RISK MANAGEMENT SERVICES, INC.; TRIPLE CANOPY – A CONSTELLIS COMPANY; and DOES 1-50, inclusive,

Defendants.

CLASS & REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: July 14, 2023
Time: 9:00 a.m.
Dept.: 28
Judge: Hon. Lauri A. Damrell

Trial Date: Not set

The Court, having reviewed Plaintiffs' James Gregory Conquest and Ilana Ramos (collectively, "Plaintiffs") Notice and Motion for Preliminary Approval of Class Action Settlement, which included therein a request for provisional certification of the identified Settlement Class for settlement purposes only, a request for approval as to the form and manner of disseminating notice to the Settlement Class; for appointment of the Class Representatives, Class Counsel, and the Settlement Administrator, for the Court to set the deadlines by which Settlement Class Members may request to exclude themselves from or object to the proposed settlement; and to set a final approval hearing; having reviewed and considered the parties' Joint Stipulation for Settlement and Release of Class Action and Representative Action Claims ("Settlement Agreement"); having heard and considered the oral arguments presented at



1 the regularly scheduled hearing on July 14, 2023 at 9:00 a.m. in the above-entitled court; and having
2 reviewed and considered all other papers filed in this Action, HEREBY ORDERS that:

3 1. This Order shall incorporate by reference the Settlement Agreement. To the extent the
4 terms are defined in the Settlement Agreement, all defined terms contained herein shall have the same
5 meaning as set forth in the Settlement Agreement;

6 2. The Court has jurisdiction over the claims asserted in this Action and has personal
7 jurisdiction over the Plaintiffs, Defendants and members of the Settlement Class;

8 3. Preliminary approval of the settlement reached in this class and representative action is
9 GRANTED. The Court finds that the settlement has been reached through arm's length, adversarial
10 and non-collusive bargaining; Plaintiffs' counsel has conducted a sufficient investigation into facts and
11 legal claims raised by this Action; and that counsel for Plaintiff is experienced in similar litigation. The
12 Court, therefore, finds that the proposed settlement is within the range of reasonableness of a
13 settlement that could ultimately be given final approval by this Court.

14 4. The Court finds that, for settlement purposes only, the Settlement Class meets the
15 requirements for certification under California Code of Civil Procedure section 382, in that:

16 a. The Settlement Class is ascertainable and so numerous that joinder of all
17 members of the class is impracticable;

18 b. Common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Settlement Class with
20 respect to the subject matter of the litigation;

21 c. Plaintiffs' claims are typical of the claims of the members of the Settlement
22 Class;

23 d. Plaintiffs will fairly and adequately protect the interest of the Settlement Class;

24 e. The attorneys of Clark Law Group and James Hawkins APLC are qualified to
25 serve as Class Counsel for the members of the Settlement Class, including the
26 Class Representatives;

27 f. A class action is the superior method to resolve the dispute.
28

1 5. The Court provisionally certifies, for settlement purposes only, the Settlement Class
2 defined as follows:

3 All current and former non-exempt hourly-paid Protective Security
4 Officers who performed any on-post work for Defendant Triple Canopy,
5 Inc. on its Northern California and Central California Department of
6 Homeland Security Contracts from June 11, 2020 through the earlier date
7 of April 24, 2023 or the date of preliminary approval of the settlement by
8 the Court.

9 6. Plaintiffs James Gregory Conquest and Ilana Ramos are appointed as the Class
10 Representatives;

11 7. Plaintiffs' counsel, R. Craig Clark and Alicja A. Urtnowski of Clark Law Group and
12 James Hawkins and Gregory Mauro of James Hawkins APLC are appointed as Class Counsel for the
13 Settlement Class;

14 8. Apex Class Action Settlement Administrators shall be appointed as the Settlement
15 Administrator for the Action and reasonable Settlement Administration Costs shall be paid as set forth
16 in the Settlement Agreement;

17 9. The Notice of Proposed Class Action Settlement and Date for Final Approval Hearing,
18 a copy of which is attached as Exhibit A to the Settlement Agreement ("Notice Packet") are approved
19 as to their form and content. The Court finds that the Notice Packet's form, content, and manner of
20 distribution as set forth in the Settlement Agreement satisfies the due process requirements and shall
21 thus constitute due and sufficient notice to all parties entitled thereto. The Class Notice shall be
22 distributed to Settlement Class Members in the manner outlined in the Settlement Agreement;

23 10. Defendant shall provide the Settlement Administrator with the Class Data, which
24 includes each Settlement Class Member's full name, last known mailing address, Social Security
25 number, and data setting forth the number of Class Period Workweeks and PAGA Pay Periods, as
26 applicable, within twenty (20) business days of the date of this Order;

27 11. The Settlement Administrator shall mail the court-approved Notice Packets using the
28 procedures and methods outlined in the Settlement Agreement within ten (10) business days of receipt
of the Class Data;

1 12. Any Settlement Class Member may elect to be excluded from the settlement as
2 provided in the Settlement Agreement and the Notice Packet. All requests for exclusion must be post
3 marked on or before the Response Deadline. Settlement Class Members who do not submit a timely
4 request for exclusion to the Settlement Administrator shall be bound by the Settlement Agreement, all
5 determinations of this Court, and final judgment;

6 13. Any Settlement Class Member may object to the settlement or express his or her views
7 regarding the settlement and may present evidence, file brief or other papers that may be proper and
8 relevant to the issues to be heard and determined by the Court, as provided in the Settlement
9 Agreement and Notice Packet. Any Settlement Class Member who does not make his or her objection
10 at or before the final approval hearing shall be deemed to have waived any such objection and shall be
11 foreclosed to objecting to the Settlement;

12 14. The final approval hearing shall be held on February 2, 2024 at
13 9:00 a.m. in Department 28 of the above-entitled Court, located at 720 9th Street, Sacramento,
14 CA 95814, to determine all necessary matters concerning the Settlement Agreement, including whether
15 the proposed settlement of the Action on the terms and conditions provided for in the Settlement
16 Agreement is fair, adequate and reasonable and should be finally approved by the Court. At that time,
17 the Court will also hold a hearing on Class Counsel's application for attorneys' fees, costs, and the
18 Class Representatives' Service Awards;

19 15. Plaintiffs shall file their Motion for Final Approval of Class Action Settlement no later
20 than sixteen (16) court days before the final approval hearing;

21 16. Class Counsel shall file their application for attorneys' fees, costs and Class
22 Representatives Service Awards no later than sixteen (16) court days before the final approval hearing;

23 17. Pending the final approval hearing, all proceedings in this action, other than the
24 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
25 and this Order, shall be stayed;

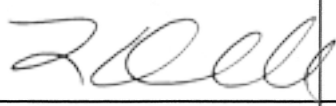
26 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
27 and all dates provided for in the Settlement Agreement, without further notice to the Settlement Class,
28

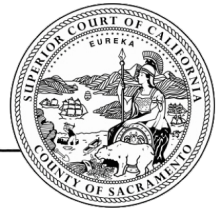
1 and retains continuing and exclusive jurisdiction to consider all further applications arising out of or in
2 connection with the Settlement Agreement;

3 19. If, for any reason, the settlement is not finally approved or does not become effective,
4 this Order Granting Preliminary Approval of Class Action Settlement shall be deemed vacated and
5 shall have no force or effect whatsoever, and the Action shall proceed as if no settlement had been
6 attempted.

7 **IT IS SO ORDERED.**

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9 Dated: 09/01/2023

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Honorable Lauri A. Damrell
Sacramento County Superior Court



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Exhibit B

JAMES HAWKINS APLC

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Attorneys for Plaintiff JAMES GREGORY CONQUEST,
Individually and on behalf of all others similarly situated.

Additional counsel on the following page*

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

JAMES GREGORY CONQUEST and ILANA
RAMOS individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

TRIPLE CANOPY, INC.; CONSTELLIS
INTEGRATED RISK MANAGEMENT
SERVICES, INC.; TRIPLE CANOPY – A
CONSTELLIS COMPANY; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 34-2022-00322538

Hon. Lauri A. Damrell

Dept: 28

**AMENDED JOINT STIPULATION FOR
SETTLEMENT AND RELEASE OF
CLASS ACTION AND
REPRESENTATIVE ACTION CLAIMS**

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TRIPLE CANOPY, INC.; CONSTELLIS INTEGRATED

RISK MANAGEMENT SERVICES, INC.; and

TRIPLE CANOPY – A CONSTELLIS COMPANY

1 **JOINT STIPULATION FOR SETTLEMENT AND RELEASE OF CLASS ACTION**
2 **AND REPRESENTATIVE ACTION CLAIMS**

3 This Joint Stipulation for Settlement and Release of Class Action and Representative
4 Action Claims (“Settlement Agreement” or “Agreement”) is made and entered into by and
5 between Defendants Triple Canopy, Inc. (“Triple Canopy”), Constellis Integrated Risk
6 Management Services, Inc. (“CIRMS”), and Triple Canopy – A Constellis Company (collectively,
7 “Defendants”), on the one hand, and Plaintiff James Conquest (“Conquest”) and Proposed
8 Plaintiff Ilana Ramos (“Ramos”) (collectively, the “Plaintiffs”), individually and as proposed
9 representative Plaintiffs on behalf of the Settlement Class to be certified pursuant to this Settlement
10 Agreement (as described in Paragraph 4, below), and each of the members of that Settlement Class
11 (each, individually, a “Settlement Class Member” and, collectively, “Settlement Class Members”)
12 and on behalf of the State of California as its representative under the California Labor Code
13 Private Attorney General Act (“PAGA”). This Settlement Agreement pertains to: (1) all claims
14 that have been and/or are asserted in this action including, without limitation, any and all claims
15 asserted in the First Amended Complaint (“First Amended Complaint”) the Parties are stipulating
16 to be filed by the Plaintiffs, pursuant to and for purposes of this Settlement Agreement, and (2) all
17 violations asserted in any notice sent to the California Labor and Workforce Development Agency
18 (“LWDA”) by the Plaintiffs as referenced in any such pleadings. This Settlement Agreement is
19 subject to the terms and conditions hereof and the approval of the Court. For purposes of this
20 Settlement Agreement, the Plaintiffs and Proposed Class Representatives and Defendants are each
21 referred to individually as a “Party” and collectively as the “Parties.”

22 **DEFINITIONS**

23 The following definitions are applicable to this Agreement. Definitions contained
24 elsewhere in this Agreement shall also be effective:

- 25 1. “Action” means the civil action entitled *Conquest v. Triple Canopy, Inc. et al.*, Case
26 No. 34-2022-00322538, pending in the Superior Court of California, County of Sacramento.
- 27 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation for
28 Settlement and Release of Class and Representative Claims.

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1 3. “Claims Administrator” means the proposed Settlement Claims Administrator
2 Apex Class Action Settlement Administrators

3 4. “Class” or “Class Member(s)” means all current and former non-exempt hourly-
4 paid Protective Security Officers who performed any on-post work for Triple Canopy on its
5 Northern California and Central California Department of Homeland Security Contracts from June
6 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary approval of the
7 settlement by the Court. Individuals other than the Plaintiffs who have filed their own lawsuit
8 (excluding the Action defined above) alleging the same or similar claims released by this
9 Settlement Agreement and/or individuals who have previously released such claims against
10 Defendants shall be excluded from the Class. Defendants represent that between June 11, 2020
11 and January 7, 2023, there were approximately 851 Class Members who worked approximately
12 261,000 shifts.

13 5. “Aggrieved Employee” or “Aggrieved Employees” shall mean all current and
14 former non-exempt hourly-paid Protective Security Officers who performed any on-post work for
15 Triple Canopy on its Northern California and Central California Department of Homeland Security
16 Contracts from June 24, 2021 through the earlier date of April 24, 2023 or the date of preliminary
17 approval of the settlement by the Court (the “PAGA Period”).

18 6. “Class Counsel” means James Hawkins, Gregory Mauro and Michael Calvo of
19 James Hawkins APLC, R. Craig Clark and Alicja Urtnowski of Clark Law Group, and Walter
20 Haines of United Employees Law Group.

21 7. “Class Counsel Award” means such award of attorneys’ fees and costs and
22 expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered
23 and will render to Plaintiffs and the Class in the Actions. Subject to the Court’s approval,
24 the Parties agree that Class Counsel may apply for a Class Counsel Award of up to one third
25 (33.33%) of the Gross Settlement Fund (\$940,000.00), i.e. the sum of Three Hundred
26 Thirteen Thousand Dollars (\$313,333.33), and costs and expenses in the amount of up to
27 Thirty Thousand Dollars (\$30,000.00), which Defendants shall not object to, subject to the Court
28 finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class

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Counsel shall be added to the Net Settlement Fund.

8. “Class List” means information regarding all Class Members and PAGA Aggrieved Employees that Defendants will diligently and in good faith compile from its records and provide to the Claims Administrator after Preliminary Approval of this Settlement, as set forth in this Agreement.

9. “Class Period” means the period from June 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary approval of the settlement by the Court, and “PAGA Period” means June 24, 2021 through the earlier date of April 24, 2023 or the date of preliminary approval of the settlement by the Court.

10. “Class Representatives” or “Plaintiffs” means Plaintiffs James Conquest and Ilana Ramos.

11. “Class Representative Enhancement Payments” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments which they are entitled to, in recognition of their efforts and risks in assisting with the prosecution of the Action.

12. “First Amended Complaint” means the First Amended Class Action and Representative Action Complaint which, following execution of this Agreement and for settlement purposes only, the Parties will stipulate to be filed for purposes of (1) adding Ramos as a named class representative and Ramos’s counsel as class counsel, (2) adding the Labor Code violations asserted by Conquest and Ramos, respectively, in their respective PAGA Notices, on both a representative and class basis, as appropriate, and (3) adding any other claims, causes of action, and factual theories asserted by Conquest and/or Ramos, respectively, which have not been pled to date.

13. “Counsel for Defendants” or “Defense Counsel” means Sabrina A. Beldner, Andrew W. Russell and Sarah Y. Oh of the law firm McGuireWoods LLP.

14. “Court” means the Superior Court for the State of California, County of Sacramento.

15. “Defendants” means Defendant Triple Canopy, Inc., Constellis Integrated Risk

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1 Management Services, Inc. and Triple Canopy – A Constellis Company, collectively, including
2 their predecessors, if any, as well as each of their respective predecessors, successors, and all
3 former, current, and future related organizations, companies, divisions, subsidiaries, affiliates,
4 insurers, parents, clients and customers, and collectively, their respective former, current and
5 future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs,
6 executors, administrators, beneficiaries, insurers and trustees.

7 16. “Effective Date” means the date the Settlement Agreement is considered to be
8 both Effective and Final. For purposes of this Settlement Agreement, “Effective Date” and
9 “Final” mean: (i) in the event that the Settlement has received Final Approval by the Court, and
10 regardless of whether any timely objections thereto have been filed or withdrawn, then sixty-
11 five (65) calendar days after the Court’s issuance of the Final Approval Order without a timely
12 appeal being filed; or, (ii) in the event that a timely appeal of the Court’s Final Approval Order
13 has been filed, then the Settlement Agreement shall be final when the applicable appellate court
14 has rendered a final decision or opinion affirming the Court’s Final Approval Order without
15 material modification, and the applicable date for seeking further appellate review has passed
16 without further appellate review being sought. In the event that the Court fails to approve the
17 Settlement, or if the appropriate appellate court fails to approve the Settlement: (1) this
18 Settlement Agreement shall have no force and effect and the Parties shall be restored to their
19 respective positions prior to entering into it, and no Party shall be bound by any of the terms of
20 the Settlement Agreement; (2) Defendants shall have no obligation to make any payments to the
21 LWDA, Class Members, Aggrieved Employees, Plaintiffs or Plaintiffs’ Counsel; and (3) any
22 preliminary approval order and/or Final Approval Order shall be vacated.

23 17. “Final Approval” refers to the Court’s eventual Order determining that the
24 Settlement is fair, reasonable, and adequate, and which grants final approval of the Settlement,
25 and enters judgment or dismissal based thereon finally approving the settlement on the terms set
26 forth in this Agreement.

27 18. “Gross Settlement Fund” means the aggregate sum of Nine Hundred and Forty
28 Thousand Dollars (\$940,000.00) to be paid by Defendants as a result of this Settlement. The Gross

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Settlement Fund includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payments to Plaintiffs, Settlement Administration Costs to the Claims Administrator, governmental and other penalties payments including, without limitation, the PAGA Payments to the LWDA and Aggrieved Employees, respectively, all applicable payroll taxes and withholdings (including any employer's share), and Class Counsel Award. None of the GSF will be payable by Defendants prior to Final Approval by the Court of the Settlement, occurrence of the Effective Date of the Settlement as defined in the final stipulation of Settlement, and the occurrence of all other conditions precedent as set forth in the final stipulation of Settlement as approved by the Court, provided all such conditions occur prior to the Effective Date.

19. "Individual Settlement Payment" means the amount payable from the Net Settlement Fund to each Participating Class Member.

20. "Net Settlement Fund" means the balance of the Gross Settlement Fund remaining after deduction of the approved Class Representative Enhancement Payments, Settlement Administration Costs, governmental and other penalties payments including, without limitation, the PAGA Payments to the LWDA and Aggrieved Employees, respectively, and Class Counsel Award. The entire Net Settlement Fund is the maximum amount that will be available for distribution to Participating Class Members and Aggrieved Employees, respectively.

21. "Notice of Objection" means a Class Member's written objection to the Settlement. A valid Notice of Objection should include: (1) the objector's full name, signature, mailing address, and telephone number; (2) a written statement of basis for the objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Claims Administrator at the specified address indicated in the Notice Packet, and should be postmarked on or before the Response Deadline.

22. "Notice Packet" means the Notice of Proposed Class and Representative Action Settlement and Final Fairness and Approval Hearing, substantially in the form attached as **Exhibit A**.

23. "PAGA Payment" means the portion of the Gross Settlement Fund that the Parties

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1 have agreed will be allocated to resolve all claims, penalties, and remedies under the Private
2 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”), of which seventy-five
3 percent (75%), shall be paid to the California Labor and Workforce Development Agency
4 (“LWDA”), and 25%, shall be part of the Net Settlement Fund to be distributed to Aggrieved
5 Employees on a pro-rata basis, pursuant to the formula set forth in Paragraph 49 herein (the
6 “Aggrieved Employee PAGA Payment”).

7 24. “Parties” means Plaintiffs, on behalf of themselves and Participating Class
8 Members and Aggrieved Employees, and Defendants, collectively.

9 25. “Participating Class Members” means all Class Members who do not submit a valid
10 and timely Request for Exclusion.

11 26. “Preliminary Approval” means the Court’s order granting preliminary approval of
12 the Settlement.

13 27. **Paragraph Intentionally Left Blank**

14 28. “Released Claims” means all claims that have been or could have been reasonably
15 alleged or asserted in the PAGA Notices and any of the pleadings that have been filed in the
16 Action, including without limitation in the First Amended Complaint the parties are stipulating
17 for Plaintiffs to have leave to file, and with Class Released Claims and PAGA Released Claims
18 respectively defined as follows:

- 19 a. Class Released Claims: Any and all claims or causes of action brought
20 pursuant to Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432,
21 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198,
22 and 2802 asserting an alleged failure to pay (or correctly pay) wages of
23 any type, failure to timely pay wages during and/or at the conclusion of
24 employment, failure to provide compliant meal and/or rest breaks (and or
25 premiums in lieu thereof), failure to provide accurate wage statements,
26 failure to provide sick days and/or written notice of the same, failure to
27 reimburse for work-related business expenses, failure to maintain accurate
28 payroll records and/or provide signed copies of employment-related

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documents, failure to provide a day's rest in seven, or unfair business practices in violation of Business and Professions Code section 17200 *et seq.*, and any related claims that could have been brought under the Fair Labor Standards Act, from June 11, 2020 through the earlier date of April 24, 2023 or the date of preliminary approval of the settlement by the Court.

b. PAGA Released Claims: Any and all claims or causes of action based on the factual allegations in the Action and/or alleged in Plaintiffs' PAGA Notices for civil penalties under PAGA for alleged violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, from June 24, 2021 through the earlier date of April 24, 2023 or the date of preliminary approval of the settlement by the Court. .

29. "Released Parties" means Defendants, as well as their predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, parents, clients and customers (including, without limitation, Constellis, Inc. and Constellis, LLC), and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

30. "Request for Exclusion" means a valid, timely, written request by a Class Member indicating a request to be excluded from the Settlement, pursuant to the procedures set forth in Paragraph 62 of this Settlement Agreement.

31. "Response Deadline" means forty-five (45) days after the Claims Administrator initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit a Request for Exclusion.

32. "Settlement" means the agreement among the Parties to resolve the Conquest Action and Ramos's threatened class and PAGA claims, respectively, as set forth in this Settlement Agreement.

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1 33. “Settlement Administration Costs” means the fees and expenses reasonably
2 incurred by the Claims Administrator as a result of the procedures and processes expressly required
3 by this Agreement, which are estimated at approximately Fourteen Thousand Dollars
4 (\$14,000.00). Any portion of the Settlement Administration Costs not used or approved by the
5 Court shall be added to the Net Settlement Fund. However, the Parties hereby acknowledge that
6 the Settlement Administration Costs may increase above the current estimate, and that any such
7 additional Settlement Administration Costs that are approved by counsel for the Parties shall be
8 taken out of the Gross Settlement Fund.

9 34. “Settlement Payment Check” means the payment pursuant to this Settlement which
10 will be made to Participating Class Members who do not submit a valid Request for Exclusion
11 from the Settlement and/or to Aggrieved Employees.

12 RECITALS

13 35. This Settlement is made and entered into by and between Plaintiffs and Defendants,
14 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties
15 expressly acknowledge that this Agreement is entered into solely for the purpose of compromising
16 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by
17 Defendants. Defendants deny that they are liable to Plaintiffs or the Class Members and/or
18 Aggrieved Employees and denies that they have violated any law.

19 36. On or about June 28, 2022, James Conquest filed a notice with the Labor &
20 Workforce Development Agency (“LWDA”) alleging that Defendants violated Labor Code
21 sections 201-203, 226, 226.3, 226.7, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197,
22 1197.1, 1198, and 2802, pursuant to Labor Code section 2699 (the “Conquest PAGA Notice”).

23 37. On June 28, 2022, Conquest also filed a class action complaint in the Action
24 alleging six causes of action for: (1) failure to pay (including to properly pay) all wages,
25 including minimum and overtime wages; (2) failure to timely pay final wages; (3) failure to
26 provide accurate itemized wage statements; (4) failure to reimburse for business expenses; (5)
27 failure to pay reporting time pay; and (6) unfair business practices for the aforementioned
28 violations of the Labor Code, as well as for violations for alleged meal and rest break violations,

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1 recordkeeping violations and day of rest violations, respectively (the “Conquest Complaint”).

2 38. On or about June 24, 2022, Ramos filed a notice with the LWDA, pursuant to
3 Labor Code section 2699, against Defendants Triple Canopy and CIRMS, alleged that they
4 violated Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174,
5 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the “Ramos PAGA Notice”).

6 39. On or about June 17, 2022, Ramos also asserted an intent, through legal counsel,
7 to pursue certain non-wage and hour claims against Triple Canopy relating to the separation of
8 her employment from Triple Canopy (the “Ramos Dispute Letter”). The Parties entered into a
9 tolling agreement pending mediation.

10 40. After the filing of the Conquest Action, and the receipt of the Conquest PAGA
11 Notice and the Ramos PAGA Notice, respectively (collectively, the “PAGA Notices”), and the
12 Ramos Dispute Letter, the Parties and their respective counsel agreed to participate in private
13 mediation in the hopes of reaching a global resolution of all already-pled and threatened claims on
14 a class and representative basis. In connection with the mediation, Defendants produced raw
15 timekeeping and payroll data for a 20% sampling of Class Members and Aggrieved Employees,
16 personnel and payroll data for Plaintiffs, relevant Collective Bargaining Agreements and other of
17 Defendants’ policies and documents which applied to the employment of Plaintiffs and the Class
18 Members and Aggrieved Employees, and data relating to the number of Class Members and
19 Aggrieved Employees, the number of shifts worked during the Class Period and PAGA Period,
20 the average hourly rate of pay for each Class Member, and other data specific to the Class Members
21 and Aggrieved Employees which allowed Plaintiffs to conduct a full damage analysis.

22 41. On January 18, 2023, the parties participated in a full-day mediation with private
23 mediator Jason Marsili, where they reached a global resolution of all of the claims asserted in
24 the Conquest Action, the PAGA Notices submitted by the Plaintiffs (and any as yet unpled Labor
25 Code violations asserted therein which could have been pled on a class-wide basis) and with a
26 separate financial payment for resolution of the claims alleged in the Ramos Dispute Letter,
27 subject to the negotiation, preparation and execution of this Agreement and the Court’s approval
28 thereof. As part of this Settlement, the Parties have agreed to move for approval of the

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1 Settlement in this Action, which approval shall be sought with respect to the First Amended
2 Complaint the Parties are stipulating for Plaintiffs to have leave to file and which shall add all
3 Labor Code violations alleged in Plaintiffs' PAGA Notices on both a class and representative
4 basis.

5 42. The Parties recognize the risk, expense, and delay in continuing the Action, and
6 therefore believe the Settlement is a fair, adequate, and reasonable settlement of the Actions and
7 have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of
8 adversarial litigation, taking into account all relevant factors, present, and potential. The Parties
9 further acknowledge that they are each represented by competent counsel and that they have had
10 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
11 Agreement.

12 **TERMS OF AGREEMENT**

13 43. Conditional Stipulation For Leave to File First Amended Class Action and
14 Representative Action Complaint. As part of the global settlement reached on January 18, 2023
15 and for purposes of this Settlement Agreement only, the Parties will separately stipulate following
16 the execution of this Settlement Agreement, and subject to the Court's entry of an order approving
17 the same, for Plaintiffs to have leave to file the First Amended Complaint which adds Ramos as a
18 Plaintiff, adds Ramos's counsel as Plaintiffs' counsel, which adds both Plaintiffs' alleged Labor
19 Code violations as asserted in the Plaintiffs' PAGA Notices on both a class and representative
20 basis, and which otherwise asserts and alleges all of the underlying claims, causes of action, and
21 factual theories that have been pled or which could have been pled in both the Action and in any
22 putative class or representative action which Ramos might have filed, and/or which were otherwise
23 discovered during the litigation of the Action and the mediation process between the Parties. The
24 Parties agreed that in the event the Court does not grant final approval of the Settlement, then
25 the First Amended Complaint will be deemed withdrawn ab initio, without prejudice to the Parties
26 pre-settlement positions and defenses in the Action, including the tolling agreement. For purposes
27 of the Settlement only, Defendants will waive any defenses to the PAGA Notices (including,
28 without limitation, timeliness and/or alleged failure to exhaust), and will treat all such PAGA

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1 and class claims as running from the earliest possible limitations periods applicable to the Action
2 or the PAGA Notices.

3 44. Settlement Consideration. Defendants shall pay the sum of the Gross Settlement
4 Fund of Nine Hundred and Forty Thousand Dollars (\$940,000.00) as specified in this Agreement
5 in full satisfaction of all claims arising from the Action, which shall be used to pay: (1) Individual
6 Settlement Payments, including all applicable payroll taxes and withholdings; (2) Class Counsel
7 Award; (3) Class Representative Enhancement Payments; (4) Settlement Administration Costs to
8 the Claims Administrator; and (5) governmental and other penalties payments including, without
9 limitation, the PAGA Payment to the LWDA and to the Aggrieved Employees. The Parties agree
10 that this is a non-reversionary Settlement and that no portion of the Gross Settlement Fund shall
11 revert to Defendants. In no event shall Defendants be required to pay more than the Gross
12 Settlement Fund as specified in this Agreement.

13 45. Funding of the Gross Settlement Fund. Within twenty (20) business days after the
14 Effective Date, Defendants shall make a one-time deposit of the Gross Settlement Fund into a
15 Qualified Settlement Fund ("QSF") to be established by the Claims Administrator. The QSF shall
16 be an interest-bearing account at a federally-insured bank that is mutually acceptable to the Parties
17 and the Claims Administrator. The funds in the QSF shall be invested either in short-term U.S.
18 Treasury securities with maturity dates of less than 90 days at the time of deposit, or in an SEC-
19 registered money market fund investing exclusively in U.S. Treasury securities with average
20 maturities of less than 90 days and rated AAA by Standard & Poor's. The Parties agree that the
21 QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue
22 Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the
23 Claims Administrator as such. With respect to the QSF, the Claims Administrator shall: (1) open
24 and administer the Settlement Account in such a manner as to qualify and maintain the
25 qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal
26 Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local and income and
27 other tax reporting, return, and filing requirements with respect to the QSF and any interest or
28 other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any

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1 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the
2 QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration
3 of the QSF and the performance of its duties and functions as described in this Agreement. The
4 aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of
5 administering the QSF and as Claims Administration Expenses. The Parties and the Claims
6 Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the
7 earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
8 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The
9 Parties agree to cooperate with the Claims Administrator and one another to the extent reasonably
10 necessary to carry out the provisions of this Section.

11 46. Class Counsel Award. The Parties agree that Class Counsel may apply, and which
12 Defendants shall not object to, for attorneys' fees of up to one third (33.33%) of the Gross
13 Settlement Fund, i.e., the sum of \$313,333.33, and costs and expenses in the amount of
14 up to Thirty Thousand Dollars (\$30,000.00), which shall be paid from the Gross Settlement
15 Fund. The Claims Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the
16 awarded attorneys' fees, costs and expenses. Any portion of the requested Class Counsel Award
17 not awarded to Class Counsel shall be added to the Net Settlement Fund and shall be distributed
18 to Class Members as provided in this Agreement. The specific amounts of the attorneys' fees and
19 costs awards shall be subject to Court approval, and the award of any amounts less than that
20 requested by Plaintiffs' counsel will not be grounds for Plaintiffs' or their counsel terminating
21 the settlement, but will be subject to appeal by them. In the event of such an appeal, final
22 funding and administration of the portion of the attorneys' fees and/or costs award in dispute
23 will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion
24 of any such appellate review, additional amounts are distributable to the Settlement Class, the
25 cost of administration of the payments to them will be paid out of such additional amounts and
26 not by Defendants. Any amount not awarded in attorneys' fees and costs shall be added to the
27 NSF for distribution to the class members.

28 47. Class Representative Enhancement Payment. The Parties agree that Plaintiffs may

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1 apply and Defendants shall not object to Plaintiffs seeking a Class Representative Enhancement
2 Payment of up to Ten Thousand Dollars (\$10,000.00) to each of the Plaintiffs. The Class
3 Representative Enhancement Payments shall be paid from the Gross Settlement Fund and shall be
4 paid separate from and in addition to the Plaintiffs' Individual Settlement Payments as
5 Participating Class Members and/or any payments due to Plaintiffs as Aggrieved Employees (if
6 applicable). The Claims Administrator shall issue an IRS Form 1099 to Plaintiffs reflecting the
7 Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible
8 to pay any and all applicable taxes on their Class Representative Enhancement Payments and
9 shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising
10 as a result of the Class Representative Enhancement Payments. Any portion of the Class
11 Representative Enhancement Payments not awarded to Plaintiffs shall be added to the Net
12 Settlement Fund and shall be distributed to Class Members as provided in this Agreement. The
13 Parties agree that the Court's approval of any request for a service award is not a condition of the
14 settlement and will not be grounds for terminating the settlement, and that the Court can and may
15 approve a service award in a lower amount or decline to award any service award to Plaintiffs, or
16 any of them. In the event of any appeal of the amount of the service award (if any) approved by
17 the court, if, after the exhaustion of any such appellate review, additional amounts are distributable
18 to the Settlement Class, the cost of administration of the payments to them will be paid out of such
19 additional amounts and not by Defendants. Any amount not approved by the Court as a service
20 award shall be added to the NSF for distribution to the class members.

21 48. Settlement Administration Costs. Subject to Court approval, the Parties designate
22 Apex Class Action Settlement Administrators to administer the settlement in this action ("Claims
23 Administrator"). The Claims Administrator shall be paid for the reasonable costs of administration
24 of the Settlement from the Gross Settlement Fund, currently estimated at Fourteen Thousand
25 Dollars (\$14,000.00). The Settlement Administrator's duties of administration shall include,
26 without limitation, receiving the Class List to be produced by Defendants, and updating it prior to
27 the Notice being mailed, printing and mailing the Notice, performing necessary additional skip
28 traces on Notices and/or checks returned as undeliverable, calculating Class Members' and

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1 Aggrieved Employees' estimated and final shares of the NSF, preparing and mailing of settlement
2 checks, establishing a settlement website as described hereafter, responding to Class Member
3 inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement
4 payments and remitting those forms and any required payments to the appropriate governmental
5 agencies, and generally performing all normal and customary duties associated with the
6 administration of such settlements. The Settlement Administrator and Defendants will be required
7 to cooperate and coordinate with each other with respect to the calculation, reporting and payment
8 of all payroll taxes and withholdings in accordance with this Settlement, as well as all applicable
9 laws and requirements of government taxing authorities. All fees and costs for the Settlement
10 Administrator's services will be paid out of the GSF.

11 49. PAGA Payment to LWDA and Aggrieved Employees. Subject to Court approval,
12 the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) of the Gross
13 Settlement Fund shall be designated for satisfaction of claims for civil penalties under the PAGA.
14 The Claims Administrator shall remit seventy-five percent (75%) of the PAGA payment, i.e. the
15 sum of Seventy-Five Thousand Dollars (\$75,000.00), to the LWDA. The remaining twenty-five
16 percent (25%), i.e., the sum of Twenty-Five Thousand Dollars (\$25,000.00), shall be incorporated
17 into the Net Settlement Fund to be distributed only to "Aggrieved Employees," as that term is
18 defined herein and by the methodology set forth herein. The PAGA Payment to the Aggrieved
19 Employees shall be divided among the Aggrieved Employees on a pro-rata basis, and shall be
20 calculated for each Aggrieved Employee by multiplying the Employee Payment by a fraction, the
21 numerator of which is the Aggrieved Employee's total number of pay periods with hours worked,
22 and the denominator of which is the total number of pay periods with hours worked of all
23 Aggrieved Employees in the PAGA Period ("Aggrieved Employee PAGA Payment").

24 50. Calculation of Class Members' Individual Settlement Payments from the Net
25 Settlement Fund. Defendants shall, based on Triple Canopy's records, calculate and provide to
26 the Settlement Administrator as part of the Class List (as defined below) the number of workweeks
27 with hours worked by each Class Member as a non-exempt employee in California during the
28 Settlement Class Period (hereafter, the "Workweeks"). Workweeks will be calculated in

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1 accordance with Defendant Triple Canopy's regular practice for tracking workweeks, and shall be
2 defined to include any week in which a Settlement Class Member worked any hours for Defendant
3 as a non-exempt employee in California in the Settlement Class Period. Each Class Member's
4 share of the NSF ("Individual Settlement Payment(s)") will be calculated initially for purposes of
5 mailing the Notice by multiplying the NSF by a fraction, the numerator of which is the Class
6 Member's total number of Workweeks, and the denominator of which is the total number of
7 Workweeks of all Class Members. Each Settlement Class Member's final Individual Settlement
8 Payment for purposes of payment will be calculated by multiplying the NSF by a fraction, the
9 numerator of which is the Settlement Class Member's total number of Workweeks, and the
10 denominator of which is the total number of Workweeks of all Settlement Class Members,
11 individually and collectively.

12 51. Tax Treatment. The Individual Settlement Payments shall be allocated and
13 characterized as follows: 25% for unpaid wages, 25% for civil or statutory penalties, 25% for
14 statutory or other non-wage damages, and 25% for interest. Each Individual Settlement Payment
15 will be reduced by any legally mandated deductions for payroll taxes or other required
16 withholdings. The Aggrieved Employee PAGA Payments will be allocated and characterized as
17 100% penalties. The Claims Administrator will issue the appropriate tax documents associated
18 with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated
19 as wages and an IRS Form 1099 for the amounts allocated as non-wages (e.g., interest and/or
20 penalties). The Parties further understand that the Class Representatives and any Participating
21 Class Members who receive any payment pursuant to this Agreement shall be solely responsible
22 for any and all tax obligations associated with such receipt, except as otherwise expressly set forth
23 in this Agreement. The Parties further agree that Defendants shall have no legal obligation to pay,
24 on behalf of Participating Class Members, any taxes, deficiencies, levies, assessments, fines,
25 penalties, interest or costs, which may be required to be paid with respect to the Individual
26 Settlement Payments. The Class Representatives and Participating Class Members should consult
27 with their tax advisors concerning the tax consequences of the payments they receive under the
28 Settlement.

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1 52. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
2 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
3 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
4 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
6 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
7 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
9 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
10 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
11 EXCLUSIVELY UPON HIS, HER, OR ITS OWN INDEPENDENT LEGAL AND TAX
12 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
13 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
15 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
16 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
17 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
18 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
20 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
21 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
22 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
23 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
24 AGREEMENT.

25 53. Issuance of Tax Forms. The Claims Administrator shall be responsible for issuing
26 to Class Representatives, Participating Class Members, Aggrieved Employees and Class
27 Counsel any 1099, W-2, or other tax forms as may be required by law for all amounts paid
28 pursuant to this Agreement. All expenses and costs incurred by, or at the direction of, the Claims

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1 Administrator in connection with the operation and implementation of this Settlement Agreement
2 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and
3 distribution costs and expenses relating to filing or failing to file the informational and other tax
4 returns described in this Agreement) shall be treated as, and considered to be, costs of
5 administration of this Settlement and thus part of the Administration Costs.

6 54. Payroll Taxes. The Gross Settlement Fund includes the payment of Payroll Taxes,
7 including employer-side payroll taxes. The Payroll Taxes will be computed by the Claims
8 Administrator based on the amounts paid to the Participating Class Members. The Settlement
9 Administrator shall be responsible for making all necessary payments and government filings in
10 connection with such payments from the Gross Settlement Fund.

11 55. No Credit Toward Benefit Plans. The Individual Settlement Payments and the
12 Aggrieved Employee PAGA Payments made to Participating Class Members and Aggrieved
13 Employees under this Agreement, the Class Representative Enhancement Payments made to
14 Plaintiffs, as well as any other payments made pursuant to this Agreement, shall not be utilized to
15 calculate any additional benefits under any benefit plans to which Plaintiffs or any Class Members
16 or Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans, bonus
17 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
18 other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights,
19 contributions, or amounts to which any Class Members and/or Aggrieved Employees may be
20 entitled under any benefit plans. The Parties agree that any Individual Settlement Payment,
21 Aggrieved Employee PAGA Payment or the Class Representative Enhancement Payments paid to
22 Participating Class Members, Aggrieved Employees or Plaintiffs under the terms of this
23 Agreement do not represent any modification of Participating Class Members' or Plaintiffs'
24 previously credited hours of service or other eligibility criteria under any employee pension benefit
25 plan, employee welfare benefit plan, or any other plan or program, sponsored by Defendants.
26 Further, any Individual Settlement Payments or the Class Representative Enhancement Payments
27 paid hereunder shall not be considered "compensation" in any year for purposes of determining
28 eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare

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benefit plan, or any other plan or program sponsored by Defendants.

56. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Claims Administrator shall provide the following services: (1) calculate each Class Member's potential Individual Settlement Payment and each Aggrieved Employee's potential PAGA Payment from the Net Settlement Fund, and calculate all applicable withholdings; (2) prepare and mail the Notice of Settlement; (3) take appropriate steps to skip trace, update, and locate any Class Member and/or Aggrieved Employee whose address or contact information as provided to the Claims Administrator is inaccurate or outdated; (4) provide to Class Counsel and Defendants' counsel a weekly report of the progress and completion of tasks identified in this Agreement; (5) establish and maintain prior to disbursement all settlement funds in a Qualified Settlement Fund; (6) issue and distribute all payments provided for in this Agreement; and (7) report the payments made pursuant to this Agreement as required on a Form 1099, W-2, or other applicable forms. The Parties agree that the Claims Administrator may use U.S. Mail to provide notice and information about the settlement to Settlement Class members.

57. Delivery of the Class List. Within twenty (20) business days after Preliminary Approval, Defendants shall provide the Class List to the Claims Administrator, which list shall include the following most up to date information about each Settlement Class Member and/or Aggrieved Employee, in an electronic format: (a) full name; (b) most current mailing address and phone number as reflected in Defendant's personnel records; (c) Social Security Number; (d) employee identification number; (e) hire date of record with Defendant, and termination date of record if applicable; and (f) number of Workweeks with hours worked for each Class Member in the Class Period; and (g) number of Pay Periods with hours worked for each Aggrieved Employee in the PAGA Period. The final Class List will be designated as Highly Confidential, Attorneys' Eyes Only, pursuant to a Court-approved Stipulated Protective Order, and provided by Defendant after the Settlement Administrator signs and returns to Defendant's Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The final Class List

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shall be used only by the Settlement Administrator and only for purposes of administering the Settlement, and nothing in this Settlement Agreement limits the use of it for that purpose.

58. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the Class List from Defendants, the Claims Administrator shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

59. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

60. Notice Packets. Within ten (10) business days of its receipt of the Class List, the Settlement Administrator will send the Notice to the Class Members, by first-class mail, at their most current address of record or such other address as located by the Settlement Administrator in conformity with Paragraph 58, in the form attached hereto as **Exhibit A** or as otherwise approved by the Court. The Notice Packet will advise all Settlement Class Members of the binding nature of the Release and that such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

61. Re-Mailing of Returned Notices. Any Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Claims Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security Number of the Class Member involved, and shall then perform a re-mailing. The Claims Administrator shall keep record of the postmark mailing dates of such re-mailed Notice Packets, and keep track of all undelivered Notice Packets. If the Notice Packet cannot be delivered to within two attempts at mailings by the Claims Administrator, the Notice Packet for that individual will be deemed undeliverable.

62. Request for Exclusion Procedures. Any Class Member may opt-out of the

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1 Settlement by submitting a written Request for Exclusion to the Claims Administrator postmarked
2 by the Response Deadline (45 days from the date of mailing the Notice Packet). The Request for
3 Exclusion must: (1) contain the name, address, telephone number, and the last four digits of the
4 Social Security Number of the person requesting exclusion; (2) clearly state that the Class Member
5 does not wish to be included in the Settlement; (3) be signed by the Class Member; (4) be returned
6 by mail to the Claims Administrator at the specified address; and (5) be postmarked on or before
7 the Response Deadline. The date of the postmark shall be the exclusive means to determine
8 whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class
9 Member shall be deemed to have exercised his or her option to opt out of the class action settlement
10 aspect of the Action, will not receive any Settlement Class Payment, and will not be bound by the
11 Release of class claims as set forth in this Agreement. Any Class Member who fails to submit a
12 valid and timely Request for Exclusion on or before the Response Deadline shall be deemed a
13 Participating Class Member, and will be bound by all terms of the Settlement to the fullest possible
14 extent, if the Settlement is granted final approval by the Court. Upon request, the Claims
15 Administrator shall provide counsel for Defendants with a complete list of all Class Members who
16 have timely submitted an Exclusion Form. Class Members who are also Aggrieved Employees
17 may not opt-out of the PAGA portion of the Settlement; rather, such Aggrieved Employees will
18 receive their portion of the Aggrieved Employee PAGA payment and will be bound by the Release
19 of PAGA claims in this Settlement.

20 63. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
21 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
22 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,
23 including those pertaining to the Released Claims, as well as any Judgment that may be entered
24 by the Court.

25 64. Class Settlement Objection Procedures. Any Class Member who does not opt-out
26 of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class
27 Member should return by mail a written statement of objection to the Claims Administrator at the
28 specified address by the Response Deadline (45 days after mailing of the Notice Packet). The

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1 Notice of Objection should include: (1) the objector's full name, signature, address, and telephone
2 number; (2) a written statement of the basis for the objection; and (3) any copies of papers, briefs,
3 or documents upon which the objection is based. Class Members who submit a timely Notice of
4 Objection will have the right to appear at the final approval hearing to have their objections heard
5 by the Court, at their own expense. However, any Class Member who does not submit a Notice
6 of Objection in compliance with this section may nevertheless appear at the final approval hearing
7 and present an oral objection to the Settlement. Any Class Member who does not submit a Notice
8 of Objection in compliance with this section, or who does not appear at the final approval hearing
9 and present an oral objection to the Settlement, shall be deemed to have waived any objection(s),
10 shall be conclusively deemed a Participating Class Member, and shall be precluded from making
11 any objection (including by appeal or otherwise) to the Settlement. At no time shall any of the
12 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
13 objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not
14 represent any Class Members with respect to any such objections to this Settlement. Any Class
15 Member who submits a valid Request for Exclusion shall not be allowed to object to this
16 Settlement.

17 65. Defendants' Right to Rescind. If more than ten percent (10%) of the Class
18 Members opt out of the settlement by submitting valid and timely Requests for Exclusion,
19 Defendants have the unilateral right in their sole discretion to rescind the Settlement Agreement.
20 The Parties agree that they will not encourage any Class Member to object to the Settlement or to
21 opt out. If Defendants exercises their option to rescind, Defendants shall: (1) provide written
22 notice to Class Counsel at least ten (10) business days prior to the final approval hearing, provided
23 Defendants have been provided notice of all such opt outs, and (2) pay all Settlement
24 Administration Costs incurred by the Claims Administrator. In the event the Settlement is
25 rescinded, it shall be without prejudice to the Parties' pre-settlement positions and defenses in the
26 Actions, and the Parties shall proceed in all respects as if this Agreement had not been executed.

27 66. Claims Administrator's Reports of Information. The Claims Administrator shall
28 provide Defendants' counsel and Class Counsel a weekly report which certifies the number of

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1 Class Members who have submitted valid Requests for Exclusion. Additionally, the Claims
2 Administrator will provide to counsel for both Parties any updated reports regarding the
3 administration of the Settlement as needed or requested. The Claims Administrator shall also
4 forward to Parties' counsel and file with the Court any Notices of Objection received immediately
5 upon receipt. Further, if requested by Parties' counsel, the Claims Administrator shall forward
6 any Request for Exclusion to the Parties' counsel so that they can determine whether the Request
7 for Exclusion is valid and timely.

8 67. Distribution Timing of Individual Settlement Payments. Within ten (10) business
9 days of Defendants funding the Gross Settlement Fund, the Claims Administrator shall issue
10 payments to: (1) Participating Class Members and/or Aggrieved Employees; (2) the Labor and
11 Workforce Development Agency; (3) Class Representatives; and (4) Class Counsel. The Claims
12 Administrator shall also issue a payment to itself for services performed in connection with the
13 Settlement.

14 68. Any checks issued by the Claims Administrator to Class Members and/or
15 Aggrieved Employees shall be negotiable for not less than one hundred and eighty (180) days from
16 the date of their issuance. This is a non-reversionary settlement. All settlement checks to Class
17 Members and/or Aggrieved Employees that remain uncashed after one hundred eighty (180) days
18 of the mailing by the Claims Administrator, or for those Class Members and/or Aggrieved
19 Employees whose Notice Packets were deemed undeliverable, shall be transmitted by the
20 Settlement Administrator to the California Unclaimed Property Fund, to be held there for the
21 benefit of such class members under California's escheatment laws.

22 69. Certification of Completion. Upon completion of administration of the Settlement,
23 the Claims Administrator shall provide a written declaration under oath to certify such completion
24 to the Court and counsel for all Parties.

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

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1 71. Release of Claims by Settlement Class Members. Upon final approval by the Court,
2 Plaintiffs and each Participating Settlement Class Member will release the Released Parties (as
3 defined herein) from the Class Released Claims pursuant to and as that term is defined in
4 Paragraph 28.a herein, from June 11, 2020 through the earlier date of April 24, 2023 or the date
5 of preliminary approval of the settlement by the Court.

6 72. Release of Claims by Aggrieved Employees and the LWDA. Upon final approval
7 by the Court, each Aggrieved Employee and the LWDA will release the Released Parties from
8 claims for civil penalties under PAGA for the PAGA Released Claims (pursuant to and as that
9 term is defined in Paragraph 28.b herein), from June 24, 2021 through the earlier date of April
10 24, 2023 or the date of preliminary approval of the settlement by the Court. Class Counsel
11 acknowledge and agree that they will timely and properly take all required steps to provide notice
12 to the LWDA of this proposed Settlement in accordance with the provisions of PAGA.

13 73. Civil Code Section 1542 Release by Plaintiffs. In addition to the Releases set forth
14 in Paragraphs 71 and 72, Plaintiffs, as Class Representatives, for themselves alone, release the
15 Released Parties of and from all Released Claims (as defined in Paragraph 28), and any and all
16 known or unknown, suspected or unsuspected claims, debts, liabilities, demands, obligations,
17 guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or
18 nature, contingent or accrued, which do or may exist as of the date of the execution of this
19 Settlement Agreement and through and including the date of Final Approval of this Settlement
20 Agreement. In connection therewith, Plaintiffs waive the provisions of California Civil Code
21 Section 1542, which states:

22 “A general release does not extend to claims that the creditor or
23 releasing party does not know or suspect to exist in his or her favor
24 at the time of executing the release and that, if known by him or her,
25 would have materially affected his or her settlement with the debtor
26 or released party.”

27 74. This Settlement is conditioned upon the release by Settlement Class Members,
28 Plaintiffs, and the LWDA as described in Paragraphs 28, 71, 72 and 73, above. Additionally, it is
agreed herein that neither injunctive or declaratory relief, nor any equitable relief beyond what

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could be characterized as restitution of claimed unpaid wages required to be paid pursuant to this Settlement Agreement, will be ordered by the Court against Defendants in final approval of the settlement, which will otherwise be grounds for Defendants rescinding and terminating this Settlement Agreement.

75. Nullification of Settlement. If the Settlement does not become final for any reason, then this Agreement and any documents generated to bring it into effect including, without limitation, the First Amended Complaint, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

76. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by the Defendants, Class Members will have the opportunity to provide documentation and/or an explanation contesting the data provided by the Defendants. The Class Member shall submit any such dispute or explanation to the Claims Administrator by the Response Deadline. If there is a dispute, the Claims Administrator will notify the Parties to determine whether an adjustment is warranted. In response to any timely dispute, Defendants will first verify the information contained in the Class Member's personnel file and Defendants' payroll records. However, unless the Settlement Class Member can establish a different period of employment based on documentary evidence, the information established by Defendants' records will control. Class Counsel and Defendants' Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendants and the Settlement Class Member. The Claims Administrator shall be the final arbiter of disputes relating to a Settlement Class Member's Individual Settlement Payments under the terms of this Agreement.

77. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Claims Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

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1 78. Preliminary Approval and Final Approval Papers. Class Counsel will prepare the
2 motions for preliminary and final approval, respectively, of the Settlement, and not later than five
3 calendar days prior to the submission thereof to the Court, Class Counsel will submit near-final
4 drafts thereof (including all supporting papers and proposed order) to counsel for Defendants for
5 their review and comment.

6 79. Preliminary Approval Hearing. Plaintiffs shall obtain a mutually-agreeable hearing
7 date before the Court to request the Preliminary Approval of the Settlement, and the entry of a
8 Preliminary Approval Order: (1) approving of the proposed Settlement, and (2) setting a date for
9 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for
10 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
11 Preliminary Approval hearing, Plaintiffs shall submit this Stipulation, which sets forth the terms
12 of this Settlement, and will include the proposed Notice Packet, attached to this Stipulation as
13 **Exhibit A.** If the Court declines to approve the Settlement or approves it conditionally or subject
14 to modification of the settlement terms, the Parties shall work in good faith to modify the
15 settlement terms to obtain approval, provided that the material terms of the Settlement are not
16 affected.

17 80. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
18 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
19 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
20 Final Approval of the Settlement along with the amounts properly payable for: (1) Individual
21 Settlement Payments; (2) the PAGA Payments to the LWDA and Aggrieved Employees,
22 respectively; (3) the Class Counsel Award; (4) the Class Representative Enhancement Payments;
23 and (5) Settlement Administration Costs. Class Counsel will be responsible for drafting all
24 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
25 the attorneys' fees and costs application to be heard at the Final Approval Hearing.

26 81. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
27 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
28 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing

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jurisdiction solely for purposes of addressing: (1) the interpretation and enforcement of the terms of the Settlement, (2) Settlement administration matters, and (3) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

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

83. Confidentiality. Except as otherwise set forth in this Agreement, or as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiffs and Class Counsel of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Class Counsel in the Action, including any material filed with the LWDA, related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs, enhancements and the other relief set forth in this Settlement Agreement, or to communications between Class Counsel, Plaintiff, and/or Settlement Class Members and/or Aggrieved Employees in the Action. Besides the foregoing, Class Counsel may otherwise state only that the Action has been settled on terms mutually agreeable to the Parties. The Parties understand and agree that there may be media coverage of the settlement of the Action not initiated by Plaintiff, directly or indirectly. It is also agreed and understood that the Parties may disclose the settlement to their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by law, regulatory rules or regulatory requirements. Notwithstanding anything to the contrary in this paragraph or elsewhere in this Agreement, Defendants (and their corporate parents, subsidiaries and affiliates) shall be permitted to make such disclosures regarding this case and settlement as it deems necessary or appropriate for purposes of corporate reporting, and/or complying with applicable securities laws and the rules of the stock exchange on which shares are

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1 traded or as otherwise required by law. It is also agreed and understood that the Parties and each
2 and every Settlement Class Member and/or Aggrieved Employee, may disclose the settlement to
3 their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by
4 law, regulatory rules or regulatory requirements. No information about the Action or the
5 settlement may be posted on any of Plaintiffs' counsel's websites except as expressly set forth
6 herein without Defendants' prior written consent.

7 84. Amendment or Modification. This Agreement may be amended or modified only
8 by a written instrument signed by the Parties or their successors-in-interest.

9 85. Authorization to Enter into Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
12 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
14 other and use their best and good-faith efforts to effect the implementation of the Settlement. If
15 the Parties are unable to reach agreement on the form or content of any document needed to
16 implement the Settlement, or on any supplemental provisions that may become necessary to
17 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
18 such disagreement.

19 86. Binding on Successors and Assigns. This Agreement shall be binding upon, and
20 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

21 87. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
22 governed by and interpreted according to the laws of the State of California.

23 88. Execution and Counterparts. This Agreement is subject only to the execution of all
24 Parties. However, the Agreement may be executed in one or more counterparts. All executed
25 counterparts and each of them, including facsimile and scanned copies of the signature page, shall
26 be deemed to be one and the same instrument provided that counsel for the Parties shall exchange
27 among themselves original signed counterparts.

28 89. Invalidity of Any Provision. Before declaring any provision of this Agreement

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1 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
2 consistent with applicable precedents so as to define all provisions of this Agreement valid and
3 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
4 way affect any other provision if Defendants and Class Counsel, on behalf of the Parties and the
5 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
6 provision had never been included in this Agreement.

7 90. Class Action Certification. The Parties are agreeing to class certification for
8 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
9 admission of any kind by Defendants, including without limitation, that certification of a class for
10 trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can
11 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
12 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
13 will be restored to their respective positions in the lawsuit as if they had not entered into this
14 Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or
15 any documents or orders issued related to this Settlement will not be admissible, other than
16 according to the Settlement's terms, in this or any other proceeding as evidence that either: (a) a
17 class action should be certified, or (b) Defendants are liable to Plaintiffs or Class Members.

18 91. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
19 dispute that has arisen between them and to avoid the burden, expense and risk of continued
20 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that
21 they have violated any federal, state, or local law; violated any regulations or guidelines
22 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
23 requirements; breached any contract; violated or breached any duty; engaged in any
24 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
25 employees in the Class. Neither this Agreement, nor any of its terms or provisions, nor any of the
26 negotiations connected with it, shall be construed as an admission or concession by Defendants of
27 any such violations or failures to comply with any applicable law, regulation, or legal requirement.
28 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and

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1 its terms and provisions shall not be offered or received as evidence in any action or proceeding to
2 establish any liability or admission of any nature on the part of Defendants, or to establish the
3 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
4 local, or other applicable law.

5 92. Captions. The captions and section numbers in this Agreement are inserted for the
6 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
7 provisions of this Agreement.

8 93. Waiver. No waiver of any condition or covenant contained in this Agreement or
9 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right, or
11 remedy.

12 94. Enforcement Actions. In the event that one or more of the Parties institutes any
13 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
14 Settlement Agreement following both its execution and approval by the Court of the same, the
15 prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties
16 reasonable attorneys' fees and costs incurred in connection with any such enforcement action.

17 95. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
18 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
19 strictly against one Party than another merely by virtue of the fact that it may have been prepared
20 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
21 between the Parties, all Parties have contributed to the preparation of this Agreement.

22 96. Representation by Counsel. The Parties acknowledge that they have been
23 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
24 and that this Agreement has been executed with the consent and advice of counsel. Further,
25 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

26 97. Signatories. It is agreed that because of the large number of Settlement Class
27 Members, it is impossible or impractical to have each Settlement Class Member execute this
28 Settlement Agreement. As such, Plaintiffs are signing on behalf of the Settlement Class Members.

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Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. As such, Plaintiffs are signing on behalf of the Settlement Class Members.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

DATED: _____

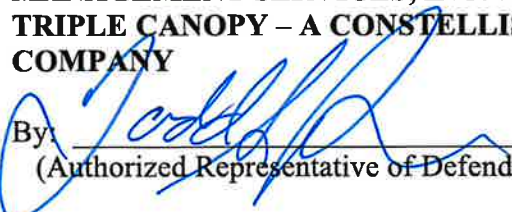
Plaintiff James Conquest

DATED: _____

Plaintiff Ilana Ramos

DATED: 8.9.23

**DEFENDANTS TRIPLE CANOPY, INC.,
CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, INC. and
TRIPLE CANOPY – A CONSTELLIS
COMPANY**

By: 
(Authorized Representative of Defendants)

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DATED: _____

JAMES HAWKINS APLC

By: _____
Gregory Mauro, Esq. / Michael Calvo, Esq.
Attorneys for Plaintiff James Conquest

1 DATED: _____

UNITED EMPLOYEES LAW GROUP

2 By: _____

3 Walter Haines, Esq.

4 Attorneys for Plaintiff Ilana Ramos

5 DATED: _____

CLARK LAW GROUP

6 By: _____

7 R. Craig Clark, Esq. / Alicja Urtnowski, Esq.

8 Attorneys for Plaintiff Ilana Ramos

9
10 DATED: August 9, 2023

DEFENDANTS' COUNSEL

11 By:  _____

12 Sabrina A. Beldner, Esq

13 Andrew W. Russell, Esq.

14 Attorneys for Defendants Triple Canopy, Inc.,

15 Constellis Integrated Risk Management Services,

16 Inc. and Triple Canopy – A Constellis Company

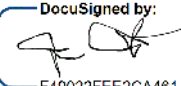
Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. As such, Plaintiffs are signing on behalf of the Settlement Class Members.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

DATED: 8/7/2023

DocuSigned by:

F49022FEE2CA461...

Plaintiff James Conquest

DATED: _____

Plaintiff Ilana Ramos

DATED: _____

**DEFENDANTS TRIPLE CANOPY, INC.,
CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, INC. and
TRIPLE CANOPY – A CONSTELLIS
COMPANY**

By: _____
(Authorized Representative of Defendants)

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DATED: August 7, 2023

JAMES HAWKINS APLC

By: 
Gregory Mauro, Esq. / Michael Calvo, Esq.
Attorneys for Plaintiff James Conquest

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**JOINT STIPULATION FOR SETTLEMENT AND RELEASE OF CLASS ACTION AND REPRESENTATIVE
ACTION CLAIMS**

1 DATED: August 9, 2023

UNITED EMPLOYEES LAW GROUP

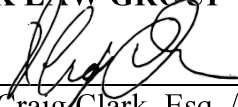
2 By: 

3 Walter Haines, Esq.

4 Attorneys for Plaintiff Ilana Ramos

5 DATED: August 9, 2023

CLARK LAW GROUP

6 By: 

7 R. Craig Clark, Esq. / Alicja Urtnowski, Esq.

8 Attorneys for Plaintiff Ilana Ramos

DEFENDANTS' COUNSEL

9
10 DATED: _____

By: _____

Sabrina A. Beldner, Esq

Andrew W. Russell, Esq.

Attorneys for Defendants Triple Canopy, Inc.,

Constellis Integrated Risk Management Services,

Inc. and Triple Canopy – A Constellis Company

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Exhibit C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range:01/01/1900 to 01/03/2024

Client:TRIPLE CANOP - James Gregory Conquest

Matter:TRIPLE CANOPY - Triple Canopy- Jams gregory Conquest v. Triple Canopy

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
06/28/2022	POS	Postage- 06.28.22 Certified Mail to Agent(s) re LWDA Filing	\$25.68		Unbilled				
06/28/2022	FIL	Filing Fee- 06.28.22 LWDA Filing Fee	\$75.00		Unbilled				
06/28/2022	FST	First Legal Network - Filing, Complaint, Initial Docs IN#30205948	\$544.20		Unbilled				
09/15/2022	MED	Mediation Services- IN#110142 CK#10255	\$4,000.00		Unbilled				
01/31/2023	EXA	Expert Analysis IN#7356 CK#10564	\$5,580.00		Unbilled				
02/23/2023	FST	First Legal Network - Filing - Joint Stip to Continue CMC & Prop IN# 30230586	\$1,015.00		Unbilled				
06/02/2023	FST	First Legal Network - Filing - FAC IN# 30240914	\$111.20		Unbilled				
07/17/2023	FST	First Legal Network - Filing - Ntc of Ruling IN# 30244254	\$58.00		Unbilled				
08/10/2023	FST	First Legal Network - Filing - Supp Brief ISO Mtn for Prelim App IN# 30248438	\$248.40		Unbilled				
Total:			\$11,657.48	\$0.00					
Balance:			\$11,657.48						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$11,657.48						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On January 10, 2024, I served on the interested parties in this action the following document(s) entitled:

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

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsapl.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[XX] BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List below and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

SERVICE LIST

MCGUIREWOODS LLP

Sabrina A. Beldner (SBN 221918)

Email: sbeldner@mcguirewoods.com

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Email: arussell@mcguirewoods.com

Sarah Y. Oh (SBN 322164)

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1800 Century Park East, 7th Floor

Los Angeles, CA 90067-1501

Telephone: 310.315.8200

Facsimile: 310.315.8210

MWhitney@mcguirewoods.com – Matthew Whitney

Attorneys for Defendant

TRIPLE CANOPY, INC. and

CONSTELLIS INTEGRATED RISK MANAGEMENT SERVICES, INC.

R. Craig Clark (SBN 129219)

ccclark@clarklawyers.com

Alicja A. Urtnowski (SBN 321215)

aurnowski@clarklawyers.com

CLARK LAW GROUP

3258 Fourth Avenue

San Diego, CA 92103

Telephone: (619) 239-1321

Facsimile: (888) 273-4554

clgadmin@celg.org – Jeff Vargas, Legal Assistant

Walter Haines (SBN 071075)

UNITED EMPLOYEES LAW GROUP

8605 Santa Monica Blvd #63354

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West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006
Email: Whaines@uelglaw.com
Attorneys for Plaintiff
ILANA RAMOS

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on January 10, 2024, at Irvine, California

Alma Chavarin
Alma Chavarin