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Attorneys for Plaintiff and the Putative Class

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JOSEPHINE ENRIQUEZ, on behalf of herself and all others similarly situated; Plaintiffs, v. INSYNC CONSULTING SERVICES, LLC a Delaware Limited Liability Company doing business as InSync, and DOES 1 through 10, inclusive, Defendants.	Case No.: 22CV022533 **CLASS ACTION** **DECLARATION OF KATIE FIESTER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** **Reservation No.: 553096906648** Date: April 22, 2025 Time: 10:00 a.m. Location: Dept. 23 Judge: Hon. Michael Markman

I, Katie Fiester, declare as follows:

1. I am a member in good standing of the Bar of the State of California and a Partner at Hunter Pyle Law, in Oakland, California. I submit this declaration in support of Plaintiff's Josephine Enriquez ("Plaintiff") Motion for Preliminary Approval of a Class and PAGA Representative Action Settlement agreed to by Plaintiff and Defendant InSync Consulting Services, LLC ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties."

2. I currently work as an attorney at Hunter Pyle Law, which is counsel for Plaintiff and the putative class in this matter. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

3. Attached hereto as **Exhibit 1** is the proposed Joint Stipulation for Class and PAGA Representative Action Settlement (the "Settlement" or "Settlement Agreement")[1] executed by the Parties.

BACKGROUND AND EXPERIENCE

4. I received a J.D. from University of California Law San Francisco (formerly UC Hastings) in 2014.

5. I currently work as a Partner at Hunter Pyle Law. Prior to joining Hunter Pyle Law, I worked in the Wage Protection Program at Legal Aid at Work, a non-profit organization, for over five years. At Legal Aid at Work, I represented workers focusing primarily on wage and hour law. I represented hundreds of clients with wage and hour and retaliation claims before the California Labor Commissioner and in individual, multi-plaintiff, and class action cases in state and federal court. I also served hundreds of clients at semi-monthly Wage Claim Clinics held at the California Labor Commissioner offices in San Francisco and Oakland.

6. I have continued to litigate wage-and-hour actions on behalf of workers at Hunter Pyle Law. I have been appointed as Class Counsel in the following cases: *Olivera v. C & B Delivery Service, et al.* (Alameda County Superior Court case no. RG20062287; settled for $1,068,500.00); *Lopez v. First Student* (United States District Court, Central District of California case no. 5:19-cv-

[1] All capitalized terms herein have the same meanings as those in the Settlement Agreement.

01669-JGB-SHK; settled for 1.475 million); *Michael Nace and Jeffrey Loveall et al. v. Sharp Rees-Stealy Medical Group, Inc. et al.* (San Diego County Superior Court, Case No. 37-2019-00026223-CU-OE-CTL, settled for $800,000); *Willett v. Vicar Operating, Inc. dba VCA Inc.et al.* (Santa Clara County Superior Court, Case No. 20CV366052, settled for $250,000); *Roper v. Golden State Urgent Care Providers, et al.* (Santa Clara Superior Court, Case No. 21CV386281, settled for $250,000).

7. Each of these cases was a wage and hour class action.

8. My extensive experience in litigating employment wage and hour matters was integral in evaluating the strengths and weaknesses of the case against Defendant and negotiating a fair and reasonable settlement.

FACTUAL AND PROCEDURAL BACKGROUND

9. Plaintiff alleges that Defendant is a staffing agency. Plaintiff and the other 1,496 Settlement Class Members worked for Defendant at various worksites throughout California. Plaintiff alleges that at Defendant's direction, the Settlement Class Members used the TSheets timekeeping application on their personal cell phones for work-related purposes. Specifically, Plaintiff alleges that Defendant required Settlement Class Members to use the TSheets timekeeping application to clock in and out of work each day.

10. On November 1, 2022, Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of Defendant's alleged violations of the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq*.

11. On November 22, 2022, Plaintiff commenced the Litigation by filing a complaint in Alameda County Superior Court alleging the following claims: (1) failure to reimburse business expenses (Labor Code § 2802) and (2) unfair business practices (Business & Professions Code §§ 17200 *et seq*.).

12. On January 11, 2023, after more than sixty-five days had passed without the LWDA taking any action, Plaintiff filed a First Amended Complaint that added a representative cause of action seeking civil penalties for Labor Code violations pursuant to PAGA.

13. Defendant filed a Motion to Compel Arbitration ("Motion") on August 18, 2023. Plaintiff filed an opposition to Defendant's Motion on October 11, 2023. The Court denied Defendant's Motion in October 2024.

INVESTIGATION AND SETTLEMENT

14. Plaintiff's counsel have conducted a thorough investigation into the facts relevant to the Litigation and have diligently pursued an investigation of Settlement Class Members' claims against Defendant. Among other things, Plaintiff's counsel have reviewed information and data regarding the claims asserted in the Litigation, and the defenses available to Defendant.

15. For example, Plaintiff's counsel reviewed and analyzed, relevant TSheets policies, and data indicating the number of Settlement Class Members and the number of workweeks those Settlement Class Members used TSheets throughout the Settlement Class Period.

16. After the Court denied Defendant's Motion, the Parties agreed to attend mediation with the assistance of experience mediator, Steve Paul. Prior to the mediation, the Parties met and conferred and agreed that Defendant would produce informal discovery that would allow them to productively move forward with settlement discussions. Based on this informal discovery, Plaintiff's counsel determined under what circumstances a potential violation of law could be identified.

17. Prior to engaging in settlement discussions, Plaintiff conducted a damages analysis based on the information and data that Defendant provided regarding the Settlement Class Members' use of the TSheets application. Plaintiff provided the mediator with a detailed analysis of Defendant's liability and damages.

18. On May 16, 2024, the Parties attended an all-day mediation with Mr. Paul. The Parties did not resolve the matter at mediation but continued to engage in arms-length negotiations for many months with the assistance of Mr. Paul. Ultimately, the Parties reached a settlement in principle based on a mediator's proposal. The terms of the Parties' agreement were outlined in a Memorandum of Understanding. The Parties thereafter negotiated the terms of the Settlement Agreement.

19. Plaintiff also entered into an individual settlement agreement with Defendant solely related to her individual claims against Defendant that were not alleged in the Litigation. This

settlement agreement was separate from and not contingent on the class and representative Settlement. Should the Court want more information regarding Plaintiff's individual settlement, Plaintiff will provide a supplemental declaration and/or lodge the individual settlement agreement with the Court for in camera review.

20. In reaching the Settlement, counsel on both sides relied on their substantial litigation experience in similar employment class actions. Defendant expressed to Plaintiff uncertainty as to whether all Settlement Class Members had viable claims in the Litigation. Information gleaned from investigation and informal discovery informed Plaintiff's counsel's assessment of the strengths and weaknesses of the case and the benefits of the Settlement. Thus, the Settlement is the product of informed and non-collusive arm's-length bargaining, and is entitled to a presumption of fairness. The arm's-length settlement of this matter avoids significant litigation and financial risk and provides for a monetary distribution to all Settlement Class Members.

21. Plaintiff recognizes the expense and length of protracted proceedings necessary to continue the Litigation against Defendant through trial and through any possible appeals.

22. Plaintiff has also considered the uncertainty and risk of further litigation, including the risk of significant delay, the risk that if the matter is litigated a class may not be certified by the Court or that it may later be decertified, and potential appellate issues. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Litigation, Defendant's defenses thereto, and the difficulties in establishing damages.

THE PROPOSED SETTLEMENT

23. The Settlement Class is defined as: All individuals whom Defendant employed throughout California who used the TSheets timekeeping application in any workweek from November 22, 2018 through July 21, 2024. Defendant represents that there are 1,497 Settlement Class Members.

24. The Gross Settlement Amount of $350,000 that Defendant agrees to pay to settle this Litigation shall include all Net Settlement Payments to Participating Class Members, the PAGA

Settlement, Administrative Costs, a service payment to the Plaintiff, and Plaintiff's counsel's attorneys' fees and litigation costs, pending this Court's approval.

25. The Settlement Agreement provides that any and all claims for PAGA penalties alleged in the Litigation have been settled for the amount of $35,000, which shall be allocated as follows: 75% ($26,250) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% ($8,750) shall be distributed to PAGA Employees.

26. The Administrative Costs shall not exceed $12,500 and will be deducted from the Gross Settlement Amount, upon approval by the Court.

27. Plaintiff's counsel will apply to the Court for an award of $10,000 to be paid to Plaintiff as a service payment in recognition of her service to the Settlement Class.

28. The Settlement Agreement permits Plaintiff's counsel to apply to the Court for an award of attorneys' fees not to exceed one-third the Gross Settlement Amount, or $116,666.67, plus actual litigation costs not to exceed $15,000.

29. The Net Settlement Amount is the Gross Settlement Amount minus the PAGA Settlement, Administrative Costs, a service payment to Plaintiff, and Plaintiff's counsel's attorneys' fees and expenses, pending this Court's approval. The Net Settlement Amount is currently estimated to be $160,833.33 and the PAGA Settlement allocated to PAGA Employees is currently projected to be an additional $8,750 as follows:

Gross Settlement Amount:	**$**	**350,000.00**
Less PAGA Settlement	-$	35,000.00
Less Administration Costs	-$	12,500.00
Less Service Payment	-$	10,000.00
Less Attorneys' Fees	-$	116,666.67
Less Litigation Costs	-$	15,000.00
NET SETTLEMENT AMOUNT	**$**	**160,833.33**
PAGA Settlement:	**$**	**35,000.00**
Less Payment to LWDA	-$	26,250.00
PAYMENT TO PAGA EMPLOYEES	**$**	**8,750.00**

30. This is not a claims-made Settlement. Participating Class Members will receive a portion of the Net Settlement Amount as long as they do not opt-out of the Settlement. All PAGA Employees will receive their portion of the PAGA Settlement.

31. The Settlement is also non-reversionary. Under no circumstances will the Gross Settlement Amount or any portion thereof revert back to Defendant.

32. The release of claims in the Settlement is narrowly tailored. Paragraph 42 of the Settlement Agreement provides that Participating Class Members will release the following wage and hour claims against Defendant during the Settlement Class Period: (1) failure to reimburse business expenses and (2) unfair business practices. The release is limited to claims that were asserted in the Litigation or arising from or related to the facts and claims alleged in the Litigation during the Settlement Class Period. Should Participating Class Members have claims that are not asserted in the Litigation or arising from or related to the facts and claims alleged in the Litigation during the Settlement Class Period, they will not be released by this Settlement.

33. The PAGA release is also narrowly tailored. Paragraph 43 of the Settlement provides that Plaintiff, acting in her capacity as private attorney general on behalf of the State of California, and on behalf of the Labor and Workforce Development Agency, agrees to release Defendant from PAGA violations of Labor Code section 2802 for PAGA Employees which occurred during the PAGA Settlement Period that were alleged in Class Representative's PAGA letter.

NOTICE PROCEDURE

34. The Parties have agreed that Simpluris will serve as the Settlement Administrator. Simpluris has successfully administered a large number of wage and hour class action settlements in an efficient and effective manner. Simpluris has provided a bid of $11,574 for the proposed administrative work. Plaintiff's counsel considered two other bids before choosing Simpluris, which had the lowest bid.

35. The Settlement Administrator shall mail a Class Notice, including a computation of the amount of each Settlement Class Member's share of the Net Settlement Payment and Individual

PAGA Settlement, to all Settlement Class Members, whose names and addresses Defendant will provide to the Settlement Administrator.

36. The Class Notice is crafted to ensure that Settlement Class Members are alerted to the terms of the settlement.

37. The Class Notice informs each Settlement Class Member of their right to object to and opt-out of the Settlement. The Class Notice provides instructions for Settlement Class Members to object to the Settlement, to opt-out of the Settlement or to dispute the computation of the Settlement Class Members' share of the Net Settlement Amount and PAGA Settlement.

38. Settlement Class Members will have 60 days in which to postmark objections, disputes, and requests for exclusion. Individuals who do not submit valid and timely requests for exclusion shall be deemed Participating Class Members.

39. Settlement Class Members who submit valid and timely requests for exclusion will not be Participating Class Members and will not be bound by the terms of the Settlement. However, Settlement Class Members that worked during the PAGA Settlement Period cannot opt-out of the PAGA Settlement.

CALCULATION OF PAYMENTS AND DISTRIBUTION TO SETTLEMENT CLASS MEMBERS

40. Each Participating Class Member will receive a share of the Net Settlement Amount based on the actual number of workweeks they used TSheets during the Settlement Class Period. Specifically, Simpluris shall calculate each Settlement Class Member's Net Settlement Payment as follows: Each Participating Class Member shall receive a proportionate share that is equal to (i) the number of workweeks a Participating Class Member used TSheets during the Settlement Class Period divided by (ii) the total number of workweeks all Participating Class Members used TSheets during the Settlement Class Period.

41. Simpluris shall calculate each PAGA Member's Individual PAGA Payment as follows: From the $35,000 allocated to PAGA penalties, one-quarter (25%) ($8,750) shall be distributed to the PAGA Employees, which shall consist of all Settlement Class Members who were

employed at any time during the time period from November 1, 2021 to July 21, 2024. Each PAGA Employee will receive a proportionate share of money allocated to the PAGA Employees that is equal to (i) the number of workweeks they used TSheets during the PAGA Settlement Period divided by (ii) the total number of workweeks all PAGA Employees used TSheets during the PAGA Settlement Period. The remaining three-quarters (75%) ($26,250) of the PAGA Settlement shall be distributed to the LWDA.

42. For tax reporting, the Net Settlement Payments to the Participating Class Members will be characterized as one hundred percent reimbursements. Payments from the PAGA Settlement will be characterized as one hundred percent (100%) penalties.

43. Within 15 calendar days after Defendant fully fund the Settlement, the Settlement Administrator will make all disbursements under the Settlement Agreement. The checks will remain negotiable for 180 days from the date of mailing.

44. If approved, any funds that remain from uncashed or unclaimed settlement checks shall be distributed to Legal Aid at Work, the *cy pres* charity agreed upon by the Parties. In support of Plaintiff's motion for final approval, she will submit declarations establishing that Legal Aid at Work is a qualified cy pres designee under section 384 because it is a "nonprofit organization[] providing civil legal services to the indigent." Plaintiff's counsel has no involvement in the governance of Legal Aid at Work.

THE REASONABLE VALUATION OF THE CLAIMS AT ISSUE

45. The Settlement results in a substantial benefit to all Settlement Class Members for the use of their personal cell phones for work-related purposes. Participating Class Members will receive an award based on their total number of workweeks they used TSheets during the Settlement Period. Based on the Gross Settlement Amount, the Settlement results in a payment of approximately $15.50 per workweek ($350,000 Gross Settlement Amount / 22,278 workweeks), or approximately $68.00 per month ($15.50 per workweek x 4.35 weeks per month). Based on the Net Settlement Amount, subject to Court approval, the average anticipated award will be $107.44 (Net Settlement Amount of 160,833.33 / 1497 Settlement Class Members) for each Participating Class Member.

Accordingly, the Settlement provides meaningful relief for the disputed Labor Code violations, will result in substantial benefit to all Settlement Class members, and is well within the range of reasonableness.

46. While Plaintiff and her counsel believe that this is a strong case, the significant risks and expenses associated with class certification and liability proceedings must be taken into account. The value of the Settlement recognizes the risks of obtaining class certification, maintaining class certification throughout trial, proving liability, obtaining a judgment, and surviving appeals.

47. Plaintiff's counsel calculated Defendant's maximum potential exposure totaled approximately $1,102,650 as set forth in detail below.

48. Plaintiff's counsel assigned a reasonable settlement value to the claims on behalf of the Settlement Class Members. Plaintiff's counsel estimates the total reasonable settlement value of those claims to be approximately $344,000. The Gross Settlement Amount therefore exceeds the reasonable settlement value of the Settlement Class Members' claims.

49. Plaintiff's counsel's analysis of the reasonable value of each of the claims made in the Litigation is set forth immediately below.

The Unreimbursed Business Expenses Claim

50. Plaintiff alleges that Defendant failed to reimburse her for using her personal cell phone device for work-related purposes. Plaintiff alleges in the Litigation that Defendant required her to use the TSheets timekeeping application on her personal cell phone but Defendant did not reimburse her for this use.

51. According to Defendant, there are 22,278 workweeks during which Settlement Class Members used TSheets during the Settlement Class Period. Plaintiff's counsel researched the average cost of a cell phone over the Settlement Class Period and determined that amount averaged approximately $25 per week. Assuming a $25 cell phone reimbursement for each of the 22,278 workweeks, Plaintiff's counsel calculated the owed cell phone reimbursements to be $556,950. Plaintiff's counsel also calculated 10% interest on the owed reimbursement payments that amounted

to approximately $140,000. Thus, Plaintiff counsel calculated Defendant's maximum potential exposure for the cell phone reimbursements, including interest, to be approximately $696,950.

52. In response, Defendant contends that they did not require Settlement Class Members to use TSheets on their personal cell phones. Defendant further contends that it offered some Settlement Class Members the option to use devices at their worksites to clock in and out or Settlement Class Members could use a paper timecard instead. Thus, Defendant contends that if Settlement Class Members used their own devices to track their time it was out of convenience rather than necessity. Defendant also contends that even if the Court were to find it liable to pay business expenses, Defendant is not responsible for paying the full cost of Settlement Class Members' phone bill.

53. Under these circumstances, it is reasonable to discount Plaintiff's cell phone reimbursement claim by twenty-five percent (multiplying by .75) with regard to Plaintiff's cell phone reimbursement claim to account for the risks that Defendant will prevail on their defenses and by an additional forty percent (multiplying by .60) to account for the risks involved in certifying a class and maintaining certification through trial. Accordingly, Plaintiff determined that the reasonable settlement value of the reimbursement claim was approximately **$314,000**.

The Unfair Competition Claim

54. Plaintiff's claim for violation of Business and Professions Code section 17200 (the "UCL") is based on the same Labor Code violations described above. If the Court were to rule against Plaintiff on the predicate claims, the UCL claims would also fall. In addition, the damages for Plaintiff's UCL claims are co-extensive with the damages for their other claims. This claim therefore does not add to the settlement value.

The PAGA Penalties

55. The Parties agreed to allocate $35,000 to the PAGA penalties in this case in light of Defendant's possible defenses and the Court's authority to reduce any award that is "unjust, arbitrary and oppressing, or confusing."

56. Defendant has represented that there are 17,650 PAGA workweeks during the PAGA Settlement Period. Assuming a violation of $100 per month (17,650 workweeks / 4.35 weeks = 4,057.47 months), Plaintiff's counsel calculated Defendant's maximum potential exposure was approximately $405,700 (4,057.47 months x 100).

57. Here, it is reasonable to discount Plaintiff's PAGA claim by twenty-five percent (multiplying by .75) to account for the risks that Defendant will prevail on their defenses, and by an additional ninety percent (multiplying by .10) to account for the discretionary nature of PAGA penalties. The reasonable settlement value of Plaintiff's PAGA claim was therefore approximately **$30,000.** Thus, the PAGA Settlement of $35,000 exceeds the settlement value of the PAGA claim and is therefore reasonable.

58. The LWDA has been notified of the PAGA aspects of the Settlement. Plaintiff will notify the Court if they receive any response from the LWDA regarding the Settlement.

EXPERIENCE AND VIEWS OF PLAINTIFF'S COUNSEL

59. Plaintiff and Plaintiff's counsel have vigorously prosecuted this case and will continue to do so. Information gleaned from Plaintiff's counsel's investigation and discovery informed their assessment of the merits and risks of the case and the benefits of the Settlement. Plaintiff's counsel conducted a thorough investigation into the facts of the Litigation. Based on an independent investigation and evaluation, Plaintiff's counsel are of the opinion that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the risk that Defendant will prevail on their defenses, and potential appellate issues.

PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS

60. Upon information and belief, Settlement Class Members can easily be identified from Defendant's employment records. Plaintiff's claims are predicated on allegedly unlawful policies including Defendant's reimbursement practices related to personal cell phone use for business-related purposes.

61. Plaintiff's claims are typical of those held by the Settlement Class Members. Plaintiff was employed by Defendant in California during the Settlement Period and used her personal cell phone to access TSheets. Plaintiff was injured by the same challenged reimbursement policies that injured the Settlement Class.

62. Plaintiff and her counsel will adequately represent the Settlement Class as there are no conflicts between Plaintiff and the Settlement Class she seeks to represent, and Plaintiff possess claims that are in line with those of the class. Plaintiff's counsel also have extensive experience in wage and hour class action litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 26, 2025, in Oakland, California.

Katie Fiester

Katie Fiester

EXHIBIT 1

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Attorneys for Defendant

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JOSEPHINE ENRIQUEZ, on behalf of herself and all others similarly situated; Plaintiffs, v. INSYNC CONSULTING SERVICES, LLC a Delaware Limited Liability Company doing business as InSync, and DOES 1 through 10, inclusive, Defendants.	Case No.: 22CV022533 **CLASS ACTION** **JOINT STIPULATION FOR CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

This Joint Stipulation For Class and Representative Action Settlement is made by and between Plaintiff, JOSEPHINE ENRIQUEZ on her own behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand, and Defendant INSYNC CONSULTING SERVICES LLC, a Delaware Limited Liability Company doing business as INSYNC ("Defendant") on the other hand (collectively the "Parties").

I. DEFINITIONS

1. **Administrative Costs.** The term "Administrative Costs" shall mean all administrative costs of settlement, including cost of notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement not to exceed $12,500.

2. **Agreement.** The terms "Agreement" or "Settlement Agreement" are used synonymously herein to mean this Joint Stipulation for Class and PAGA Representative Action Settlement and Release of Claims.

3. **Class Counsel.** The term "Class Counsel" as used herein shall mean: the law firm of HUNTER PYLE LAW PC and all the lawyers of that firm, specifically including but not limited to Hunter Pyle and Katie Fiester.

4. **Class Notice.** The term "Class Notice" shall mean the Notice of Proposed Class and PAGA Representative Action Settlement, as set forth in the form of **Exhibit A** attached hereto, or as otherwise approved by the Court, which is to be mailed to Settlement Class Members.

5. **Class Representative.** The term "Class Representative" as used herein shall mean Plaintiff, Josephine Enriquez.

6. **Court.** The term "Court" as used herein shall mean the Superior Court of the State of California for the County of Alameda.

7. **Effective Date.** The term "Effective Date" shall mean the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming

the Final Order becomes final.

8. **Date of Final Approval.** The terms "Date of Final Approval" or "Final Approval" as used herein mean the date the final formal judgment is entered by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

9. **Defendant.** The term "Defendant" as used herein shall mean InSync Consulting Services LLC, a Delaware Limited Liability Company doing business as InSync.

10. **Gross Settlement Amount.** The term "Gross Settlement Amount" as used herein shall mean a fund in the sum of three hundred fifty thousand dollars and zero cents ($350,000.00), which shall be paid by Defendant and which shall represent full payment for the Released Claims, and from which all Net Settlement Payments, Court approved attorneys' fees and Litigation costs, Administrative Costs, service payment to the Class Representative, and the PAGA Settlement shall be paid, except as provided herein.

11. **Litigation.** The term "Litigation" as used herein shall mean the action in Alameda County Superior Court, Case No. 22CV022533.

12. **LWDA.** The Term "LWDA" shall mean the Labor & Workforce Development Agency.

13. **Mailed Notice Date**. The term "Mailed Notice Date" means the date of the initial mailing of the Class Notice to Settlement Class Members.

14. **Net Settlement Amount.** The term "Net Settlement Amount" as used herein shall mean the Gross Settlement Amount minus any award of attorneys' fees and Litigation costs, Administrative Costs, service payment to the Class Representative, and the PAGA Settlement as provided for herein.

15. **Net Settlement Payment(s).** The term "Net Settlement Payment(s)" shall mean each Participating Class Member's respective share of the Net Settlement Amount. Net Settlement Payments will be determined by the calculations provide for in this Agreement.

16. **Opt-Out Request.** The term "Opt-Out Request" shall mean a timely and valid request for exclusion from the Settlement Class in accordance with the terms of the Class Notice or as otherwise approved by the Court.

17. **PAGA.** The term "PAGA" shall mean the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*

18. **PAGA Letter.** The term "PAGA Letter" refers to Class Representative's PAGA Letter submitted to the LWDA on November 1, 2022, attached as **Exhibit B**.

19. **PAGA Employees.** The term "PAGA Employees" shall mean all individuals whom Defendant employed throughout California who used the TSheets timekeeping application in any workweek from November 1, 2021 to July 21, 2024 (singularly referred to as "PAGA Employee").

20. **PAGA Settlement Period.** The term "PAGA Settlement Period" shall mean November 1, 2021 to July 21, 2024.

21. **PAGA Settlement.** The term "PAGA Settlement" shall mean penalties paid pursuant to California's Private Attorneys General Act ("PAGA") that amount to thirty-five thousand dollars ($35,000) under this Agreement of which one-quarter (25%) ($8,750) shall be distributed to the PAGA Employees and the remaining three-quarters (75%) ($26,250) shall be distributed to the LWDA.

22. **Participating Class Members.** The term "Participating Class Members" shall mean Settlement Class Members who do not opt out of the Settlement Class.

23. **Released Claims.** The term "Released Claims" shall mean the Release of Claims by Participating Class Members and Release of Claims by Class Representative as described in Paragraphs 42-44 herein.

24. **Response Deadline**. The term "Response Deadline" means the date by which a Class Member may: (i) request to be excluded from the Settlement; (ii) object to the Settlement; or (iii) dispute the number of workweeks credited to them. The Response Deadline shall be sixty (60) calendar days after the Mailed Notice Date and shall be specifically identified and set forth in the Preliminary Approval Order and Class Notice. The Response Deadline may be extended in the event the Class Notice is re-mailed to any Settlement Class Members as set forth in section 50. In the event the Class Notice is re-mailed, the Claims Administrator shall advise the Settlement Class Member that they have an additional ten (10) calendar days from the original Response Deadline to submit a response.

25. **Settlement Administrator.** The term "Settlement Administrator" as used herein shall mean Simpluris, which will be responsible for the administration of the Settlement Payment, as defined below, and all related matters.

26. **Settlement Class.** The term "Settlement Class" shall mean, for settlement purposes only, the Parties agree to the certification of a class pursuant to California Code of Civil Procedure § 382 defined as:

> All individuals whom Defendant employed throughout California who used the TSheets timekeeping application in any workweek during the Settlement Class Period.

27. **Settlement Class Member(s).** The terms Settlement Class Member(s) shall mean the individuals that make up the Settlement Class.

28. **Settlement Class Period.** The term "Settlement Class Period" as used herein shall mean the period from November 22, 2018 through July 21, 2024.

II. BACKGROUND

29. On November 22, 2022, Class Representative filed a complaint against Defendant in Alameda County Superior Court, Case No. 22CV022533. The complaint alleged the following claims: (1) failure to reimburse business expenses (Labor Code § 2802) and (2) unfair business practices (Business & Professions Code §§ 17200 *et seq.*). On January 11, 2023, Class Representative filed a First Amended Complaint, which added a claim for civil penalties under PAGA.

30. **Investigation and Discovery**. Class Counsel have conducted a thorough investigation of the facts in the Litigation and have diligently pursued an investigation of Settlement Class Members' claims against Defendant. Class Representative and Defendant, through counsel, have engaged in substantial investigation in connection with the Litigation, including informal exchange of a large volume of information, regarding the claims asserted in the Litigation, the defenses available to Defendant, and other relevant issues.

31. Defendant has produced, and Class Counsel have reviewed and analyzed, relevant cell phone policies and data regarding the workweeks each Settlement Class Member used TSheets

during the Settlement Class Period.

32. Based on this data, Class counsel conducted a damages analysis for the Settlement Class.

33. **Workweek Information.** Defendant has represented that there are approximately 1,497 Class Members who worked approximately 22,278 workweeks during the Settlement Class Period. This includes approximately 1,304 PAGA Employees who worked approximately 17,650 workweeks during the PAGA Settlement Period.

34. **Mediation.** On May 21, 2024, the Parties held an all-day mediation with mediator Steven Paul. The Parties did not resolve the matter at mediation, but continued to engage in negotiations with the assistance of Mr. Paul. The Parties ultimately agreed to resolve the matter by accepting a mediator's proposal. The terms of the Parties' agreement were outlined in a "Memorandum of Understanding."

35. **No Admission of Liability**. Defendant expressly denies any liability.

36. **Fair, Reasonable, and Adequate Settlement**. Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, the risk of significant delay, defenses asserted by Defendant, unresolved legal issues that could have a material impact on the outcome of the Litigation, and numerous potential appellate issues. The Parties recognize that the issues presented in the Litigation are likely only to be resolved after extensive and costly pretrial proceedings, including a dispute as to whether any of the claims asserted can be certified as a class action, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of continued litigation. The Parties agree that they have taken into account the risk and uncertainty of the outcome inherent in any complex litigation of this nature.

37. This Agreement is intended to and does effectuate the full, final and complete Agreement of all allegations and claims that were asserted, or could have been asserted based on the facts and theories alleged, in the Litigation.

III. JURISDICTION

38. The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Agreement and after the Court has ordered the entry of Judgment, pursuant to California Code of Civil Procedure Section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Agreement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

39. The Parties stipulate to the certification of the Settlement Class for purposes of this Settlement Agreement only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the Settlement Class only for purposes of this Settlement Agreement. Should the Settlement Agreement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation.

V. MOTION FOR PRELIMINARY APPROVAL

40. For purposes of implementing this Agreement, the Parties shall request that the Court enter a Preliminary Approval Order, preliminarily approving the proposed settlement, certifying the Class for settlement purposes only, approving notice, and setting a date for the Final Settlement Hearing. The requested Preliminary Approval Order shall provide for notice of the Settlement to be sent to Class Members as specified herein.

41. The date that the Court grants Preliminary Approval of this Agreement will be the "Preliminary Approval Date." Class Counsel shall submit this Agreement to the LWDA in compliance with PAGA prior to the filing of Plaintiffs' Motion for Preliminary Approval. Defendant shall not oppose Class Counsel's motion for preliminary approval of the Settlement, provided such motion and supporting papers are consistent with the terms of this Agreement.

VI. WAIVER, RELEASE, AND DISMISSAL

42. **Release as to All Participating Class Members.** Upon the occurrence of the Effective Date, and Defendant fully funding the Gross Settlement Amount, Class Representative and all Participating Class Members shall release Defendant from violations of Labor Code sections 2802 and 17200 *et seq*. which occurred during the Settlement Class Period that were asserted in the Litigation or arising from or related to the facts and claims alleged in the Litigation.

43. **PAGA Release.** Upon the occurrence of the Effective Date, and Defendant fully funding the Gross Settlement Amount, Class Representative, acting in her capacity as private attorney general on behalf of the State of California, and on behalf of the Labor and Workforce Development Agency agrees to release Defendant from PAGA violations of Labor Code section 2802 for PAGA Employees which occurred during the PAGA Settlement Period that were alleged in Class Representative's PAGA letter (**Exhibit B**), as asserted in the Litigation.

44. **Release by Class Representative Only.** Upon the Effective Date and Defendant fully funding the Gross Settlement Amount, the Class Representative, shall release Defendant from all claims alleged in the Litigation. With regard to all claims alleged in the Litigation, the Class Representative specifically acknowledges that each is aware of and familiar with the provisions of California Civil Code § 1542, which provides as follows::

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

Class Representative's release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542 with regard to all claims alleged in the Litigation. The Class Representative, being aware of this section, hereby expressly waives and relinquishes all rights and benefits she may have under this section as well as any other statutes or common law principles of a similar effect with regard to all claims alleged in the Litigation. The Class Representative may hereafter discover facts in addition to or different from those which are now known or believed to be true, but stipulates and agrees that, upon the Effective Date and Defendant fully funding the Gross Settlement Amount, they shall and hereby fully, finally and forever settle and release all claims against Defendant from all claims alleged in the Litigation, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts.

VII. SETTLEMENT ADMINISTRATOR

45. Class Representative and Defendant, through their respective counsel, have selected Simpluris as the Settlement Administrator to administer the Agreement, which includes but is not limited to distributing and responding to inquiries about the Notice of Proposed Class Action Agreement, maintaining a website for providing information about the Settlement to Class Members, determining the validity of any opt-outs, calculating all amounts to be paid from the Gross Settlement Amount, and establishing and administering a qualified settlement fund. Charges and expenses of the Settlement Administrator will be paid from the Gross Settlement Amount. If the actual Administrative Costs are less than $12,500, the difference between the actual and estimated Administrative Costs will revert to the Net Settlement Amount to be distributed among the Participating Class Members.

VIII. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

46. Within thirty (30) calendar days after the Court's Preliminary Approval order, Defendant will provide to the Settlement Administrator the following information about each Settlement Class Member and PAGA Employee ("Class List"): (1) name; (2) last known home address; (3) number of workweeks each Settlement Class Member used TSheets during the Settlement Class Period; (4) number of workweeks each PAGA Employee used TSheets worked during PAGA Settlement Period; (5) dates of employment, and (6) social security number (collectively "Class Data"). Defendant further agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator.

47. **Class Notices.** The Settlement Administrator shall mail a Class Notice to all Settlement Class Members within ten (10) calendar days of receiving the Class List from Defendant. Each Class Notice will provide: (1) information regarding the nature of the Litigation; (2) a summary of the Settlement's principal terms; (3) the Settlement Class definition; (4) the PAGA Employee definition; (5) the total number of Workweeks each respective Settlement Class Member used TSheets during the Settlement Class Period; (6) the total number of workweeks each respective PAGA Employee used TSheets during the PAGA Settlement Period; (7) each Settlement Class Member's estimated Net Settlement Payment and the formula for calculating Net Settlement Payments; (8) the dates which comprise the Settlement Class Period; (9) each PAGA Employee's Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (10) the dates which comprise the PAGA Settlement Period; (11) instructions on how to submit Requests for Exclusion or Notices of Objection; (12) the Response Deadline; (13) how to seek correction of the computation of Settlement Class Members' share of the Net Settlement Amount and PAGA Settlement; and (14) and notification that Settlement Class Members are solely responsible for determining the tax consequences of payments made pursuant to this Settlement Agreement.

48. **Confirmation of Contact Information in the Class List.** Prior to mailing the Notices, the Settlement Administrator shall run the addresses of Settlement Class Members, provided by Defendant, through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Class Notice to the members of the Settlement Class via first-class regular U.S. Mail using the most current mailing address information available.

49. **Returned Notices.** Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will 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

will then perform a single re-mailing.

50. **Disputes of Workweeks.** Settlement Class Members may dispute the workweeks in which they used TSheets by submitting a written, signed dispute along with supporting documents to the address provided on the Notice postmarked no later than the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Settlement Class Member's allocation of workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

51. **Objections.** Settlement Class Members need not file a written objection or notice intent to appear at the hearing on final approval. However, any Settlement Class Member who has not opted out of the Settlement and who wishes to submit a written objection to the fairness, reasonableness, or adequacy of this Agreement may provide the written objection to the Claims Administrator, who shall immediately forward it to Class Counsel and counsel for Defendant by the Response Deadline.

52. All written objections and supporting papers must be postmarked no later than the Response Deadline. The date of the postmark on the envelope containing the objection shall be the exclusive means used to determine whether the written objection has been timely submitted.

53. Written objections should contain at least the following: (i) the objector's full name, address, telephone number, last four digits of their Social Security number, and signature; (ii) the name and case number of the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing, either remotely, in person, or through counsel, and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

54. Settlement Class Members who object to the Settlement shall remain Settlement Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the Released Parties for the Released Claims if the Court grants final

approval of the Settlement. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, those Settlement Class Members will be forever bound by the Final Approval Order and Judgment if the Court grants final approval of the Settlement.

55. Class Representative waives any right to object to the Agreement, and hereby endorses the Agreement as fair, reasonable and adequate and in the best interests of the Settlement Class.

56. The Parties agree there is no statutory or other right for any PAGA Employee to object to the PAGA Release portion of the Settlement.

57. **Opportunity to be Excluded.** In order for any Settlement Class Member to validly exclude themselves from the Settlement Class and the Agreement (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed by the Settlement Class Member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline. The Notice shall contain instructions on how to opt out. The date of the initial mailing of the Notice, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Settlement Class Member who timely and validly submits a Request to be Excluded from the Settlement Class and the Agreement will not be entitled to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the Agreement, and will not have any right to object, appeal, or comment thereon, except as provided below in Paragraph 58 regarding the PAGA Settlement.

58. **Effect of Opt-Out**. Settlement Class Members who validly and timely submit a Request to be Excluded will not be entitled to any recovery under the Settlement for the portion of the Settlement allocated to the Class as described in Paragraph 61(a), will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon. PAGA Employees who validly and timely opt out of the Settlement, will not be excluded from the PAGA Settlement. They are still entitled to receive their share of the PAGA Settlement as set forth in the Settlement in Paragraph 61(b) and will still be bound by the PAGA portion of the Settlement.

59. **Settlement Terms Bind All Class Members Who Do Not Opt Out.** Any Settlement Class Member who does not timely file and mail a Request to be Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance with this Agreement. Class Representative waives any right to be excluded from the Settlement Class.

IX. SETTLEMENT AMOUNT AND COMPUTATION AND DISTRIBUTION OF PAYMENTS

60. **Funding of Agreement.** Within 30 calendar days after the Date of Final Approval, Defendant shall fully-fund the Gross Settlement Amount.

61. **Distribution Formula.** The Settlement Administrator will determine the payment for each Participating Class Member and/or PAGA Employee according to the following formulas:

a. **Payment to Participating Class Members**. The Net Settlement Amount shall be divided among all Participating Class Members on a pro-rata basis. Each Participating Class Member shall receive a proportionate share that is equal to (i) the number of workweeks a Participating Class Member used TSheets during the Settlement Class Period divided by (ii) the total number of workweeks all Participating Class Members used TSheets during the Settlement Class Period.

b. **PAGA Settlement**. From the $35,000 allocated to PAGA penalties, one-quarter (25%) ($8,750) shall be distributed to the PAGA Employees on a pro-rata basis. Each PAGA Employee will receive a proportionate share of money allocated to the PAGA Employees that is equal to (i) the number of workweeks they used TSheets during the PAGA Settlement Period divided by (ii) the total number of workweeks all PAGA Employees used TSheets during the PAGA Settlement Period ("Individual PAGA Payment"). The remaining three-quarters (75%) ($26,250) of the PAGA Settlement shall be distributed to the LWDA.

62. **Time for Distribution.** The Settlement Administrator shall cause the Net Settlement Payments, Court approved service payments to the Class Representative, Court approved attorney's fees and Litigation costs, Administrative Costs, and PAGA Settlement payments to be mailed no later than fifteen (15) calendar days following the date on which the settlement is fully funded in

accordance with Paragraph 60. If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address.

63. ***Cy Pres* Charity.** This is a "non-reversionary" settlement. Under no circumstances will any of the settlement revert to Defendant. Participating Class Members will not have to make a claim in order to receive a distribution. Distributions, in the form of Net Settlement Payments, will be made directly to each Participating Class Member. Participating Class Members shall have 180 days from the date checks are mailed by the Settlement Administrator to cash the checks representing their Net Settlement Payments. At the conclusion of the 180 day check cashing period, if any Net Settlement Payment checks remain uncashed or an envelope mailed to a Participating Class Member is returned and no forwarding address can be located for that individual after reasonable efforts have been made, then the total amount of such Net Settlement Payment checks shall be donated to Legal Aid at Work.

X. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

64. Defendant agrees not to oppose an application by Class Representative to the Court for Class Counsel's fees in the amount of up to one-third (33.33%) of the Gross Settlement Amount, plus attorneys' costs and expenses not to exceed reasonable actual costs incurred by Class Counsel, upon proof provided to the Court, not to exceed $15,000.

65. Should the Court approve a lesser amount of Class Counsel attorneys' fees and Litigation costs than what is sought by Class Counsel, the difference shall be added back to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

66. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 for Class Counsel's attorneys' fees and costs.

XI. SERVICE PAYMENT TO CLASS REPRESENTATIVE

67. Defendant shall not oppose an application by Class Representative to seek or receive up to Ten Thousand Dollars and No Cents ($10,000.00) for her participation in and assistance with the Litigation, and in exchange for their General Release of claims in the Litigation. Any service payment awarded to Class Representative by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves service payments of less than $10,000 to Class Representative then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XII. TAXATION AND ALLOCATION

68. For withholding tax characterization purposes and payment of taxes, the Net Settlement Payments shall be deemed and are allocated by the Parties as follows:

(i) 100% as business-expense reimbursements

69. 1099 Forms shall be issued for the Net Settlement Payments.

70. For withholding tax characterization purposes and payment of taxes, the PAGA Settlement shall be deemed and are allocated by the Parties as follows:

(i) 100% as penalties.

71. 1099 Forms shall be issued for the PAGA Settlement payments.

XIII. COURT APPROVAL

72. This Agreement is contingent upon Final Approval by the Court and the entry of judgment. Class Representative and Defendant agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the Agreement, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement in all respects. Class Representative and Defendant expressly agree that they will not file any objection to the terms of this Stipulation of Agreement or assist or encourage any person or entity to file any such objection.

XIV. MISCELLANEOUS PROVISIONS

73. **Stay of Litigation**. Class Representative and Defendant agree to the stay of all discovery in the Litigation, pending Final Approval of the Agreement by the Court.

74. **Captions.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

75. **Appointment of Class Counsel.** For purposes of this Settlement Agreement and subject to the Court's approval, Class Representative and Defendant hereby stipulate to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement Agreement.

76. **Settlement Administration Fees If Settlement Fails.** If for any reason this Settlement is not approved and does not become "Final," any Settlement Administration Fees incurred as a result of administration of the failed Settlement shall be borne equally 50 % by Class Representative and 50% by Defendant, unless otherwise specified in this Agreement.

77. **Interpretation of the Agreement**. This Agreement constitutes the entire agreement between Class Representative and Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Alameda, and Class Representative and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Class Representative, on her own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Class Representative nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

78. **Exclusive and Final Agreement.** This Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior and

contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived or modified except in a writing signed by the original signatories.

79. **Further Cooperation**. Class Representative and Defendant and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

80. **Counterparts**. The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

81. **Authority**. Each individual signing below warrants that they have the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

82. **No Third-Party Beneficiaries**. Class Representative, members of the Settlement Class, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

83. **Force Majeure**. The failure of any party to perform any of its obligations hereunder shall not subject such party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such party.

84. **Deadlines Falling on Weekends or Holidays**. To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

85. **Severability**. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense

Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

86. **Change in Gross Settlement Amount in the Event of a Change in Class Data**. The Gross Settlement Amount is conditioned on representations made concerning the number of workweeks that were employed within the Settlement Class Period. Specifically, Defendant has have represented that that there are approximately 1,497 Class Members who used TSheets for approximately 22,278 workweeks during the Settlement Class Period. This includes approximately 1,304 PAGA Employees who used TSheets approximately 17,650 workweeks during the PAGA Settlement Period. Should the qualifying workweeks during which Class Members used TSheets during the Settlement Class Period ultimately increase by more than 10% (i.e., by more than 2,228 workweeks), Defendant shall increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10%. For example, if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 11%. As an alternative to paying an increased Gross Settlement Amount, Defendant may select an earlier end date for the Settlement Class Period which brings the total pay periods below 24,506 pay periods (110% of 22,278 workweeks).

Dated: 3/21/2025

PLAINTIFF JOSEPHINE ENRIQUEZ

Signed by:

98DC8043C1F7469...

Josephine Enriquez

Dated: ______________________

DEFENDANT INSYNC CONSULTING SERVICES LLC

____

By: Tim Coxen
Its: Chief Executive Officer

Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

86. **Change in Gross Settlement Amount in the Event of a Change in Class Data**. The Gross Settlement Amount is conditioned on representations made concerning the number of workweeks that were employed within the Settlement Class Period. Specifically, Defendant has have represented that that there are approximately 1,497 Class Members who used TSheets for approximately 22,278 workweeks during the Settlement Class Period. This includes approximately 1,304 PAGA Employees who used TSheets approximately 17,650 workweeks during the PAGA Settlement Period. Should the qualifying workweeks during which Class Members used TSheets during the Settlement Class Period ultimately increase by more than 10% (i.e., by more than 2,228 workweeks), Defendant shall increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10%. For example, if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 11%. As an alternative to paying an increased Gross Settlement Amount, Defendant may select an earlier end date for the Settlement Class Period which brings the total pay periods below 24,506 pay periods (110% of 22,278 workweeks).

Dated: ________________________

PLAINTIFF JOSEPHINE ENRIQUEZ

____
Josephine Enriquez

Dated: March 25th, 2025

DEFENDANT INSYNC CONSULTING SERVICES LLC

Tim Coxen
By: Tim Coxen
Its: Chief Executive Officer

Approved as to Form:

Dated: 3/21/2025

HUNTER PYLE LAW, PC

Katie Fiester

Hunter Pyle, Esq.
Katie Fiester, Esq.
Attorneys for Plaintiff

Dated: ______________________

FISHER & PHILLIPS LLP

____

Spencer Waldron, Esq.
Tuan Nguyen, Esq.
Attorneys for Defendant

Approved as to Form:

Dated: ______________________ HUNTER PYLE LAW, PC

____
Hunter Pyle, Esq.
Katie Fiester, Esq.
Attorneys for Plaintiff

Dated: 3/25/2025 FISHER & PHILLIPS LLP

____
Spencer Waldron, Esq.
Tuan Nguyen, Esq.
Attorneys for Defendant

EXHIBIT A

ALAMEDA COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION
Enriquez v. InSync Consulting Services LLC

If you were employed by InSync Consulting Services LLC and used the TSheets timekeeping application during your employment, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Alameda County Superior Court has authorized this notice in the matter of *Enriquez v. InSync Consulting Services LLC,* Case No. 22CV022533 (the "**Litigation**"). This is not a solicitation from a lawyer.

- Plaintiff Josephine Enriquez ("**Plaintiff**") filed a class and representative action lawsuit against InSync Consulting Services LLC ("**Defendant**") on November 22, 2022.
- Plaintiff worked for Defendant and used the TSheets timekeeping application ("**TSheets**") during her employment.
- Plaintiff claims that as a result of using TSheets, Defendant failed to reimburse for business expenses, committed unfair business practices, and is liable for civil penalties under the Private Attorneys General Act ("**PAGA**").
- Defendant disputes Plaintiff's claims. Defendant expressly and specifically denies violating any laws.
- For settlement purposes only, the Court has conditionally certified the Litigation to be a class action on behalf of all individuals whom Defendant employed throughout California who used the TSheets timekeeping application in any workweek from November 22, 2018 through July 21, 2024 (the "**Settlement Class Members**").
- Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before **[60 days from date of notice]**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	**(1) Receive part of the Settlement.** *If you do not do anything upon receipt of this notice, you will receive a sum of money based on the number of workweeks you used TSheets while working for Defendant from November 22, 2018 through July 21, 2024; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendant for violations that occurred from November 22, 2018 through July 21, 2024.*
(2) OPT-OUT	**(2) Opt-out or exclude yourself from the Settlement.** *If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Class portion of the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.*
(3) OBJECT	**(3) Write to the Court about why you object to the Settlement.** *If you object to the Settlement, you can write to the Court about why you don't agree with the Settlement. You may also present oral objections to the Court at the Final Approval Hearing. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.*

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

You are receiving this notice because the Alameda County Superior Court has granted preliminary approval of a class action settlement for settlement purposes only, and Defendant's records indicate that you may be a member of the Settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Settlement Class Member, your interests are being represented at no expense to you by Hunter Pyle and Katie Fiester of Hunter Pyle Law, PC ("**Class Counsel**"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On November 22, 2022, Plaintiff filed a complaint in Alameda County Superior Court (the "**Court**") on behalf of the Settlement Class Members. Plaintiff filed a First Amended Complaint on January 11, 2023 which alleges claims on behalf of the Settlement Class Members against Defendant for: (1) failure to reimburse business expenses; (2) unfair business practices; and (3) PAGA violations, based on the preceding claims.

The Parties thoroughly investigated the case. Plaintiff and Defendant were able to agree on a Settlement of the case. **Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class.** Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation. Defendant settled the Litigation in order to avoid costly, disruptive, and time-consuming litigation.

On [date of preliminary approval order], the Court gave preliminary approval of the Settlement and conditionally certified the Settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendant had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Defendant has agreed to pay $350,000 to settle the Litigation ("**Gross Settlement Amount**"). The Gross Settlement Amount includes attorneys' fees and costs, costs of settlement administration, the PAGA Settlement, and a service payment to the Plaintiff.

The "**Net Settlement Fund**" is the remainder of the Gross Settlement Amount after the deductions have been made for the following items: (1) up to $116,666.67 (1/3 of the Gross Settlement Amount) for Class Counsel's attorneys' fees; (2) up to $15,000 for Class Counsel's litigation costs; (3) up to $12,500 for the costs of settlement administration; (4) $35,000 for the PAGA Settlement; and (5) up to $10,000 to the Plaintiff for serving as a class representative.

B. Who is Included in the Settlement?

Included in the Settlement are all individuals whom Defendant employed throughout California who used the TSheets timekeeping application in any workweek from November 22, 2018 through July 21, 2024. The PAGA Settlement includes all individuals whom Defendant employed throughout California who used the TSheets timekeeping application in any workweek from November 1, 2021 to July 21, 2024 ("**PAGA Employees**").

C. How Are Settlement Payments Calculated?

Any Settlement Class Member who does not submit a written request to be excluded from the Settlement ("**Participating Class Member**") will have their payment(s) calculated as follows:

a. **Payment to Participating Class Members:** The Net Settlement Amount shall be divided among all Participating Class Members on a pro-rata basis. Each Participating Class Member shall receive a proportionate share that is equal to (i) the number of workweeks a Participating Class Member used TSheets from November 22, 2018 through July 21, 2024 divided by (ii) the total number of workweeks all Participating Class Members used TSheets from November 22, 2018 through July 21, 2024.

b. **PAGA Settlement:** From the $35,000 allocated to PAGA penalties, one-quarter (25%) ($8,750) shall be distributed to the PAGA Employee, which shall consist of all Settlement Class Members who were employed at any time from November 1, 2021 to July 21, 2024. Each PAGA Employee will receive a proportionate share of money allocated to the PAGA Employees that is equal to (i) the number of workweeks they used TSheets from November 1, 2021 to July 21, 2024 divided by (ii) the total number of workweeks all PAGA Employees used TSheets from November 1, 2021 to July 21, 2024. ("Individual PAGA Payment"). The remaining three-quarters (75%) ($26,250) of the PAGA Settlement shall be distributed to the LWDA.

c. **Tax Treatment:** One hundred percent (100%) of each Net Settlement Payment will be designated as reimbursements, for which you will receive a 1099 form. One hundred percent (100%) of the PAGA Settlement will be allocated to penalties for which you will receive a 1099 form.

D. Your Settlement Calculation.

Your Settlement payment is estimated to be $***[amount]***, based on the following workweeks you used TSheets, as reflected in Defendant's records:

a. **Net Settlement Payment**: ***[insert number of] workweeks you used TSheets from November 22, 2018 through July 21, 2024.***

b. **PAGA Settlement**: ***[insert number of] workweeks you used TSheets from November 1, 2021 through July 21, 2024.***

If you wish to dispute the number of workweeks you used TSheets, you must bring the dispute to the attention of the Settlement Administrator [ADDRESS] in writing by [60 days from the date of notice]. In your written notice of dispute, please provide what you believe to be the correct information along with supporting documentation, if available, to show the changes you are seeking.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, if you do not submit a request for exclusion, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the sum of any uncashed/undeposited checks shall be donated to Legal Aid at Work, a nonprofit organization which the Parties have selected, and the Court has approved, as a *cy pres* beneficiary.

E. Release of Claims Against Defendant.

Upon the Final Approval of the Settlement by the Court, the Effective Date, and Defendant fully funding the Gross Settlement Amount, Plaintiff and all members of the Settlement Class who do not submit timely requests for exclusion (described below) will release Defendant from violations of Labor Code sections 2802 and 17200 *et seq*. which occurred during November 22, 2018 through July 21, 2024 that were asserted in the Litigation or arising from or related to the facts and claims alleged in the Litigation. The released claims thus include: (1) failure to reimburse business expenses; (2) unfair business practices. PAGA Employees are also releasing Defendant from PAGA claims that are based on the preceding claims from November 1, 2021 through July 21, 2024.

For more information regarding the scope of the release, please read the Settlement Agreement available at [insert URL].

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive a Settlement payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement payment so long as the Settlement is approved and becomes Final. As set forth above, your Settlement payment will be based upon whether or not you worked from November 22, 2018 through July 21, 2024 and, if so, the number of workweeks you used TSheets during that time.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Settlement Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call [Administrator 800 #).

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement ("Opt-Out"). To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than [***60 days after notice date***], to:

[SETTLEMENT ADMINISTRATOR]
[**ADDRESS**]

Your request for exclusion must contain your full name and a statement that you wish to be excluded. Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before [***60 days after notice date***]. If you request exclusion, you will not be excluded from the PAGA Settlement. If you request exclusion, you will still receive your share of the PAGA portion of the PAGA Settlement, if any, and will still be bound by the PAGA portion of the Settlement.

C. Option 3: Object to the Settlement.

Any Settlement Class Member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing and/or orally at the Final Approval Hearing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number (*Enriquez v. InSync Consulting Services LLC,* Case No. 22CV022533); and (2) be mailed to the Settlement Administrator postmarked on or before [60 days after notice date]. A Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court.

CLASS COUNSEL

HUNTER PYLE, SBN 191125
KATIE FIESTER, SBN 301316
HUNTER PYLE LAW, PC
505 14th Street, Suite 600
Oakland, California 94612
Telephone: (510) 444-4400

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANT WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on [FINAL APPROVAL HEARING], at [TIME], in Department 23, 1221 Oak Street, Oakland, California 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Settlement Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting [insert URL] or by visiting the Court's website (see instructions below).

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense.

At no expense to you, Class Counsel will represent your interests as a Settlement Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at [insert URL]. You may also access Plaintiff's Motion for Preliminary Approval, and other important documents related to this case, at the above website. If you have any questions regarding this Notice, the Settlement, or the Litigation, you may contact Class Counsel.

The pleadings and other records in this Litigation, including the Settlement Agreement, also may be examined online on the Alameda County Superior Court's website at https://eportal.alameda.courts.ca.gov/After arriving at the website, login or create an account. Once you are logged in, click "*Searches*" and then "*Case Number Search*" link, then enter "RG21102962" as the case number and click "*SEARCH.*" Images of every document filed in the case may be viewed through the Register of Actions at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL

EXHIBIT B

HunterPyleLaw

Hunter Pyle | Tanya Tambling | Katherine Fiester | Jake Darin | Natalia Ramírez Lee | Andrea Núñez

505 14th Street, Suite 600, Oakland, CA 94612 tel 510 444 4400 fax 510 444 4410 inquire@hunterpylelaw.com **hunterpylelaw.com**

November 1, 2022

By Electronic Filing and Certified Mail (Return Receipt Requested) to:

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

InSync Consulting Services, LLC doing business as InSync
Agent for Service of Process: Ben Baker
2231 Douglas Blvd #100
Roseville, CA 95661

RE: Notice of Labor Law Violations, California Labor Code Section 2699.3(a)
<u>Josephine Enriquez v. InSync Consulting Services, LLC a Delaware Limited Liability Company doing business as InSync</u>

Dear Labor and Workforce Development Agency and Employer:

We represent aggrieved employee Josephine Enriquez ("Ms. Enriquez"), who is currently employed by InSync Consulting Services, LLC a Delaware Limited Liability Company doing business as InSync ("InSync"), a staffing agency, in California. The purpose of this letter is to comply with the statutory exhaustion requirements pursuant to California Labor Code section 2699.3(a)(1). Below we set forth our facts and theories that give rise to the wage and hour violations in this case.

Ms. Enriquez has worked for InSync as a non-exempt employee from approximately September 2021 to the present in Oakland, located in Alameda County, California. During Ms. Enriquez' employment, InSync has violated California Business and Professions Code section 2802 by failing to indemnify her and other aggrieved employees for all necessary expenditures made in direct consequence of the discharge of their duties.

Specifically, InSync has required Ms. Enriquez, and all of its other employees ("aggrieved employees"), to use their personal cellular phones in direct consequence of the discharge of their duties, or in obedience to the directions of InSync.

InSync requires Ms. Enriquez, and other aggrieved employees, to download an application on their personal cell phone devices called "TSheets." "TSheets" is a timekeeping and location tracking application. InSync requires Ms. Enriquez, and other aggrieved employees, to use TSheets to clock in and out for each work shift and for meal breaks. Moreover, "TSheets" tracks Ms. Enriquez's, and other aggrieved employees', physical location and notifies InSync if Ms. Enriquez, and other aggrieved employees, have clocked in or out prior to being at their designated work location. Ms. Enriquez, and other aggrieved employees, are not permitted to turn their location sharing preferences off. InSync also inputs Ms. Enriquez', and other aggrieved employees', work schedule into "TSheets."

Prior to using "TSheets" Ms. Enriquez, and other aggrieved employees regularly used their personal cell phone devices to take pictures of their weekly time sheet and email it to InSync, as InSync required.

InSync does not provide Ms. Enriquez, and other aggrieved employees a cellular device to use "TSheets" or take a picture and email their timesheet to InSync. Ms. Enriquez, and other aggrieved employees are not permitted to use any on-site telephones belonging to Insyc's customers and clients to use "TSheets" or take a picture and email their timesheet to InSync.

InSync does not reimburse or indemnify Ms. Enriquez, and other aggrieved employees expenses for use of their personal cell phones.

Based on the foregoing facts, Ms. Enriquez, is asserting a PAGA action on behalf of herself and all aggrieved employees, employed by InSync in California from November 1, 2021, and seeks civil penalties for the following Labor Code violation:

> Violation of Labor Code section 2802, requiring employers to indemnify employees for all work-related expenditures, as InSync does not indemnify its aggrieved employees for the work-related use of their personal cell phones.

Thank you in advance for your attention to this matter. Please contact me if you have any questions or concerns.

Thank you in advance for your attention to this matter.

Very Truly Yours,

HUNTER PYLE LAW

Hunter Pyle

HP/*ds*