

HUNTER PYLE, SBN 191125
KATIE FIESTER, SBN 301316
HUNTER PYLE LAW
505 14th Street, Suite 600
Oakland CA 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
Email: hunter@hunterpylelaw.com
kfiester@hunterpylelaw.com

Attorneys for Plaintiff and the Putative Class

SPENCER W. WALDRON, SBN 284029
TUAN Q. NGUYEN, SBN. 312153
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
E-mail: swaldron@fisherphillips.com
tqnguyen@fisherphillips.com

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**

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

6 **I. DEFINITIONS**

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

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

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

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

20 5. **Class Representative.** The term “Class Representative” as used herein shall mean
21 Plaintiff, Josephine Enriquez.

22 6. **Court.** The term “Court” as used herein shall mean the Superior Court of the State
23 of California for the County of Alameda.

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

1 the Final Order becomes final.

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

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

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

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

15 12. **LWDA.** The Term “LWDA” shall mean the Labor & Workforce Development
16 Agency.

17 13. **Mailed Notice Date.** The term “Mailed Notice Date” means the date of the initial
18 mailing of the Class Notice to Settlement Class Members.

19 14. **Net Settlement Amount.** The term “Net Settlement Amount” as used herein shall
20 mean the Gross Settlement Amount minus any award of attorneys’ fees and Litigation costs,
21 Administrative Costs, service payment to the Class Representative, and the PAGA Settlement as
22 provided for herein.

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

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

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

3 18. **PAGA Letter.** The term “PAGA Letter” refers to Class Representative’s PAGA
4 Letter submitted to the LWDA on November 1, 2022, attached as **Exhibit B.**

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

8 20. **PAGA Settlement Period.** The term “PAGA Settlement Period” shall mean
9 November 1, 2021 to July 21, 2024.

10 21. **PAGA Settlement.** The term “PAGA Settlement” shall mean penalties paid pursuant
11 to California’s Private Attorneys General Act (“PAGA”) that amount to thirty-five thousand dollars
12 (\$35,000) under this Agreement of which one-quarter (25%) (\$8,750) shall be distributed to the
13 PAGA Employees and the remaining three-quarters (75%) (\$26,250) shall be distributed to the
14 LWDA.

15 22. **Participating Class Members.** The term “Participating Class Members” shall mean
16 Settlement Class Members who do not opt out of the Settlement Class.

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

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

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

4 26. **Settlement Class.** The term “Settlement Class” shall mean, for settlement purposes
5 only, the Parties agree to the certification of a class pursuant to California Code of Civil Procedure
6 § 382 defined as:

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

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

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

14 **II. BACKGROUND**

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

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

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

1 during the Settlement Class Period.

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

4 33. **Workweek Information.** Defendant has represented that there are approximately
5 1,497 Class Members who worked approximately 22,278 workweeks during the Settlement Class
6 Period. This includes approximately 1,304 PAGA Employees who worked approximately 17,650
7 workweeks during the PAGA Settlement Period.

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

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

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

25 37. This Agreement is intended to and does effectuate the full, final and complete
26 Agreement of all allegations and claims that were asserted, or could have been asserted based on the
27 facts and theories alleged, in the Litigation.
28

1 **III. JURISDICTION**

2 38. The Court has jurisdiction over the Parties and the subject matter of this Litigation.
3 The Litigation includes claims that would, if proven, authorize the Court to grant relief pursuant to
4 the applicable statutes. After the Court has granted Final Approval of the Agreement and after the
5 Court has ordered the entry of Judgment, pursuant to California Code of Civil Procedure Section
6 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction of this action
7 solely for the purpose of interpreting, implementing, and enforcing this Agreement consistent with
8 the terms set forth herein.

9 **IV. STIPULATION OF CLASS CERTIFICATION**

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

17 **V. MOTION FOR PRELIMINARY APPROVAL**

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

23 41. The date that the Court grants Preliminary Approval of this Agreement will be the
24 “Preliminary Approval Date.” Class Counsel shall submit this Agreement to the LWDA in
25 compliance with PAGA prior to the filing of Plaintiffs’ Motion for Preliminary Approval. Defendant
26 shall not oppose Class Counsel’s motion for preliminary approval of the Settlement, provided such
27 motion and supporting papers are consistent with the terms of this Agreement.
28

1 **VI. WAIVER, RELEASE, AND DISMISSAL**

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

7 43. **PAGA Release.** Upon the occurrence of the Effective Date, and Defendant fully
8 funding the Gross Settlement Amount, Class Representative, acting in her capacity as private
9 attorney general on behalf of the State of California, and on behalf of the Labor and Workforce
10 Development Agency agrees to release Defendant from PAGA violations of Labor Code section
11 2802 for PAGA Employees which occurred during the PAGA Settlement Period that were alleged
12 in Class Representative's PAGA letter (**Exhibit B**), as asserted in the Litigation.

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

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

23 Class Representative's release provided herein is made with an express waiver and
24 relinquishment of any claim, right, or benefit under California Civil Code § 1542 with regard to all
25 claims alleged in the Litigation. The Class Representative, being aware of this section, hereby
26 expressly waives and relinquishes all rights and benefits she may have under this section as well as
27 any other statutes or common law principles of a similar effect with regard to all claims alleged in
28 the Litigation. The Class Representative may hereafter discover facts in addition to or different from

1 those which are now known or believed to be true, but stipulates and agrees that, upon the Effective
2 Date and Defendant fully funding the Gross Settlement Amount, they shall and hereby fully, finally
3 and forever settle and release all claims against Defendant from all claims alleged in the Litigation,
4 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
5 heretofore have existed, upon any theory of law or equity and without regard to the subsequent
6 discovery or existence of such different or additional facts.

7 **VII. SETTLEMENT ADMINISTRATOR**

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

18 **VIII. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

19 46. Within thirty (30) calendar days after the Court's Preliminary Approval order,
20 Defendant will provide to the Settlement Administrator the following information about each
21 Settlement Class Member and PAGA Employee ("Class List"): (1) name; (2) last known home
22 address; (3) number of workweeks each Settlement Class Member used TSheets during the
23 Settlement Class Period; (4) number of workweeks each PAGA Employee used TSheets worked
24 during PAGA Settlement Period; (5) dates of employment, and (6) social security number
25 (collectively "Class Data"). Defendant further agrees to consult with the Settlement Administrator
26 prior to the production date to ensure that the format will be acceptable to the Settlement
27 Administrator.
28

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

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

23 **49. Returned Notices.** Any Class Notices returned to the Settlement Administrator as
24 non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class
25 U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate
26 the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement
27 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
28 search using the name, address and/or Social Security number of the Class Member involved, and

1 will then perform a single re-mailing.

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

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

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

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

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

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

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

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

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

21 58. **Effect of Opt-Out.** Settlement Class Members who validly and timely submit a
22 Request to be Excluded will not be entitled to any recovery under the Settlement for the portion of
23 the Settlement allocated to the Class as described in Paragraph 61(a), will not be bound by the
24 Settlement, and will not have any right to object, appeal, or comment thereon. PAGA Employees
25 who validly and timely opt out of the Settlement, will not be excluded from the PAGA Settlement.
26 They are still entitled to receive their share of the PAGA Settlement as set forth in the Settlement in
27 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

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

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

15 **X. CLASS COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS**

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

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

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

1 **XI. SERVICE PAYMENT TO CLASS REPRESENTATIVE**

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

10 **XII. TAXATION AND ALLOCATION**

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

13 (i) 100% as business-expense reimbursements

14 69. 1099 Forms shall be issued for the Net Settlement Payments.

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

17 (i) 100% as penalties.

18 71. 1099 Forms shall be issued for the PAGA Settlement payments.

19 **XIII. COURT APPROVAL**

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

27 **XIV. MISCELLANEOUS PROVISIONS**

28 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.

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

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

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

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

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

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

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

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

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

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

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

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

26 **85. Severability.** In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
28 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:

 98D68043C1F7468
 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).

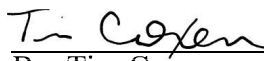
Dated: _____

PLAINTIFF JOSEPHINE ENRIQUEZ

Josephine Enriquez

Dated: March 25th, 2025

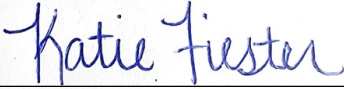
DEFENDANT INSYNC CONSULTING
SERVICES LLC


By: Tim Coxen
Its: Chief Executive Officer

1 Approved as to Form:

2
3 Dated: 3/21/2025

HUNTER PYLE LAW, PC

4 

5 Hunter Pyle, Esq.
6 Katie Fiester, Esq.
7 Attorneys for Plaintiff

8 Dated: _____

FISHER & PHILLIPS LLP

9
10 _____
11 Spencer Waldron, Esq.

12 Tuan Nguyen, Esq.
13 Attorneys for Defendant
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Approved as to Form:

2
3 Dated: _____

HUNTER PYLE LAW, PC

4
5 _____
6 Hunter Pyle, Esq.
Katie Fiester, Esq.
Attorneys for Plaintiff

7
8 Dated: 3/25/2025

FISHER & PHILLIPS LLP

9
10 _____
11 

12 Spencer Waldron, Esq.
13 Tuan Nguyen, Esq.
14 Attorneys for Defendant
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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. <i>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.</i>
(2) OPT-OUT	(2) Opt-out or exclude yourself from the Settlement. <i>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.</i>
(3) OBJECT	(3) Write to the Court about why you object to the Settlement. <i>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.</i>

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

WHAT THIS NOTICE CONTAINS

I. BACKGROUND OF THE CASE	Page 2
II. SUMMARY OF THE PROPOSED SETTLEMENT	Page 2
A. What Are the Terms of the Settlement?	Page 2
B. Who is Included in the Settlement?	Page 2
C. How are Settlement Payments Calculated?	Page 3
D. Your Settlement Calculation	Page 3
E. Release	Page 3
III. LEGAL RIGHTS AND OPTIONS OF SETTLEMENT CLASS MEMBERS	Page 4
A. Do Nothing and Receive a Settlement Payment	Page 4
B. Exclude Yourself from the Settlement	Page 4
C. Object to the Settlement	Page 4
IV. FINAL SETTLEMENT APPROVAL HEARING	Page 4
V. ADDITIONAL INFORMATION	Page 5

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)
Josephine Enriquez v. InSync Consulting Services, LLC a Delaware Limited
Liability Company doing business as InSync**

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

***Labor and Workforce Development Agency
Attn. PAGA Administrator***

***November 1, 2022
Page 2 of 2***

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 Insync'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