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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO – CIVIL DIVISION

JORDON NORRIS, VERONICA GARCIA, and  
JAMIL JOHNSON, individually on behalf of  
themselves, and on behalf of all others similarly  
situated and aggrieved,

*Plaintiffs,*

vs.

SCHILLING ROBOTICS, LLC, a limited  
liability company; FMC TECHNOLOGIES,  
INC., a Delaware corporation; EQ TALENT  
SOLUTIONS, LLC, a limited liability company;  
ROBERT GLOVER, a natural person  
(previously identified as DOE 1), and DOES 2  
through 10, inclusive,

*Defendants.*

Case No.: CV2021-2251

*[Assigned for All Purposes to the Honorable  
Samuel T. McAdam, Department 14]*

CLASS ACTION

**DECLARATION OF H. SCOTT LEVIANT  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT**

Date: May 22, 2025  
Time: 9:00 a.m.  
Courtroom: Dept. 14  
Judge: Hon. Samuel T. McAdam

Action Filed: December 29, 2021  
Trial Date: Not Set

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DECLARATION OF H. SCOTT LEVIANT

I, H. Scott Leviant, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am employed as a Senior Counsel at the law firm of Moon Law Group, PC (formerly Moon & Yang, APC). My business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017 (formerly 1055 W. 7th Street, Suite 1880, Los Angeles, California 90017) and my business telephone number is (213) 232-3128. I am counsel for Plaintiffs Garcia and Jamil Johnson, and I am proposed counsel for the Settlement Class.

3. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement.

BACKGROUND

4. On December 29, 2021, plaintiff Jordon Norris filed a representative wage and hour class action lawsuit against Schilling Robotics, LLC, FMC Technologies, Inc. and EQ Talent Solutions, LLC. for failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and provide rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify for necessary business expenses, and unfair business practices.

5. Plaintiff Jordan Norris sent a letter to the Labor and Workforce Development Agency ("LWDA"), pursuant to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, LWDA Case

1 No. LWDA-CM-859553-21. The LWDA did not indicate that it intended to investigate the alleged  
2 violations referenced in the letter, and the 65-day time period permitted for the LWDA to provide such a  
3 notification expired. On May 24, 2022, plaintiff Jordan Norris filed a First Amended Complaint alleging  
4 an additional cause of action against Defendant for civil penalties under the Private Attorneys General  
5 Act (“PAGA”). On November 7, 2022, plaintiff Jordon Norris filed an Amendment to the First  
6 Amended Class and Representative Action Complaint naming Robert Glover as Doe Defendant 1. On  
7 December 9, 2022, Plaintiff Veronica Garcia submitted a letter to the LWDA notifying it of her intent to  
8 seek civil penalties from Schilling Robotics, LLC and FMC Technologies, Inc., LWDA Case No  
9 LWDA-CM-923697-22. On January 9, 2023, Plaintiff Jamil Johnson submitted a letter to the LWDA  
10 notifying it of his intent to seek civil penalties from EQ Talent Solutions, LLC, Schilling Robotics, LLC,  
11 FMC Technologies, Inc. and Robert Glover, LWDA Case No LWDA-CM-923697-22. Also on January  
12 9, 2023, plaintiffs Jordon Norris, Jamil Johnson and Veronica Garcia sent an amended letter to the  
13 LWDA in Case No. LWDA-CM-859553-21. On January 16, 2023, plaintiff Jordon Norris filed a  
14 Second Amended Class and Representative Action Complaint adding Veronica Garcia and Jamil  
15 Johnson as named Plaintiffs. On August 9, 2023, the Court entered an Order dismissing Jordon Norris as  
16 a named plaintiff in the Action. The Second Amended Complaint is the operative complaint in the  
17 Action (the “Operative Complaint.”).

18 6. The Parties conducted extensive formal discovery and investigation of the facts and law.  
19 Such investigation included, *inter alia*, the exchange of extensive data and discoverable information in  
20 preparation for the mediation session. The Parties have analyzed time clock, pay and other data  
21 pertaining to Plaintiffs and the Class during the relevant Settlement Period, including but not limited to  
22 the numbers of former and current members of the Class, average workweeks and pay periods, and  
23 average rate of hourly pay. Data for the full Class was analyzed. In addition, Defendant also provided  
24 other data pertaining to Plaintiffs and the Class during the relevant Class Period, including but not limited  
25 documents reflecting wage and hour policies and practices during the Class Period and information  
26 regarding the total number of current and former employees in the Class. On April 27, 2023, Plaintiffs  
27 filed a Motion for Class Certification. On September 21, 2023, the Court entered an Order denying  
28 Plaintiffs’ Motion for Class Certification without prejudice.

7. After reviewing documents regarding Defendant's wage and hour policies and practices and other information obtained during the exchange of discovery, Class Counsel were able to evaluate the probability of class certification, success on the merits, and the reasonably obtainable maximum monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.

8. On June 13, 2024, the Parties participated in mediation with experienced wage and hour mediator Marc Feder, Esq., which ultimately led to a proposed settlement. The Parties discussed at length the burdens and risks of continuing with the litigation as well as the merits of claims and defenses. After the mediation, the Parties then prepared and signed a long form settlement agreement (the “Agreement”).

9. Plaintiffs and Class Counsel are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto. Plaintiffs and Class Counsel have also taken into account Defendant's agreement to enter into a Settlement that confers substantial relief upon the Class.

10. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class. Solely for the purpose of settling this case, the parties agree that the requirements for establishing class action certification with respect to this class have been met and are met. If this Settlement is not approved by the Court for any reason, Defendant reserves the right to contest class certification. This Settlement, if approved, will result in the termination of the litigation through the entry of the Judgment and the release of all Released Claims for all Class Members, including all within the class definition who have not elected to exclude themselves from the Class, as well as the release of all Released PAGA Claims for all PAGA Members who worked for Defendant during the PAGA Period.

## SUMMARY OF THE SETTLEMENT TERMS

11. Key provisions of the proposed settlement include the following:

(a) Defendants agree not to oppose certification for purposes of Settlement.

(Settlement, ¶ 12.1);

- (b) Class Definition: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California, and all individuals employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the Class Period. (the "Class Period" is the period from December 29, 2017, to August 27, 2024). "Participating Class Member" means a Class Member who did not return a valid and timely request to be excluded from the non-PAGA portion of the Settlement. (Settlement, ¶¶ 1.d, 1.f, 1.w.)
- (c) Settlement Amount: Defendant will pay a maximum of **\$575,000.00**, referred to as the Gross Settlement Amount ("GSA"), resulting in an estimated average **gross** benefit per Class Member of about **\$2,510.92**. (Settlement, ¶ 1.i; Leviant Decl., ¶ 17.)
- (d) Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 business days after the Effective Date. (Settlement, ¶ 39.)
- (e) Class Size: **229** individuals who worked 30,992 work weeks during the Class Period. (Castro Decl., ¶ 13.)
- (f) PAGA Group Size: **188** aggrieved employees who worked 9,525 pay periods during the PAGA Period. (Castro Decl., ¶ 13.)
- (g) PAGA Period: December 29, 2020, to August 27, 2024. (Settlement, ¶ 1.v.)
- (h) Kullar/Munoz Analysis: Plaintiffs address the claims analysis in the Motion, at Part VI.B.3, and below, at Paragraph 18.
- (i) No Reversion: The Settlement is a **non-reversionary** settlement. (Settlement, ¶ 17.)
- (j) Certification: Plaintiff addresses certification requisites in the Motion, at Part VI.A. Certification was addressed in greater detail in the Motion for Preliminary

Approval, which the Court previously granted.

- (k) No Claim Form: No claim form is required. (Settlement, ¶ 1.w.)
- (l) Class Release: The Settlement will release wage-and-hour claims for Participating Class Members (those Class Members who did not validly opt out of the Settlement), including all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. (Settlement, ¶¶ 1.z, 48.)
- (m) PAGA Release: Plaintiffs, PAGA Members, and the State of California, and anyone purporting to act on its behalf, will release all claims for civil penalties under the PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged in Plaintiffs' PAGA letters or amended PAGA letters. (Settlement, ¶¶ 1.aa, 48.)
- (n) Net Settlement Amount Available to the Class: After deducting Class Counsel's attorneys' fees and costs, service payment to Plaintiffs, administration costs, and the PAGA penalty payment amount, the remainder will be available for distribution to participating Class Members who did not validly opt out of the Settlement, with each participating Class Member receiving a share based on their pro rata number of Workweeks that Class Member worked for Defendant(s) within the Class Period. The Net Settlement Amount is estimated to be at least **\$194,796.68**, resulting in an average **net** payment per Class Member of approximately **\$850.64**, before any tax withholdings. (Settlement, ¶¶ 1.m, 15-18.)
- (o) Tax Allocation: The amounts distributed to Participating Class Members will be characterized as 20% alleged unpaid wages and 80% to interest and penalties, and PAGA Settlement payments to PAGA Members will be allocated as 100% penalties. (Settlement, ¶ 45.)
- (p) Employer's Portion of Payroll Taxes Paid Separately: Defendant's portion of payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Participating Class Members that constitute wages will be paid separate and apart

1 from the GSA. (Settlement, ¶ 1.k.)

- 2 (q) Settlement Administrator: The notice portion of the Settlement will be  
3 administered by a third-party Administrator, ILYM Group, Inc. Administration is  
4 estimated not to exceed \$9,000.00. ILYM's bid for settlement administration  
5 services in the not-to-exceed amount of **\$7,450.00** was chosen from a competitive  
6 bidding process. (Settlement, ¶¶ 16.b, 26; Castro Decl., ¶ 15.)
- 7 (r) Class Data for Administration: Pursuant to the preliminary approval Order, the  
8 Settlement Administrator received the Class Data within 14 calendar days of the  
9 Order granting Preliminary Approval, used the National Change of Address  
10 ("NCOA") database to update the Class Data, and then used skip tracing on  
11 returned Notices. (Settlement, ¶¶ 23, 25.)
- 12 (s) Notice: The Notice issued within 14 days of receipt of the Class List (Settlement,  
13 ¶ 26). The Notice described how to dispute workweeks, submit an objection in  
14 writing, in person, or through an attorney, or request exclusion (Settlement, ¶ 26.)
- 15 (t) Notice Language: Notice issued in English only, since translation was not  
16 required based on the makeup of the Class.
- 17 (u) Objections: Objections could be submitted in person, by attorney, or in writing to  
18 the Administrator, with no pre-requisite to being heard (Settlement, ¶ 30.)
- 19 (v) Exclusion Requests: The procedure for exclusion requests, mailing a request to  
20 the Settlement Administrator, is the same as the procedure for submitting a  
21 written objection. (Settlement, ¶ 28.)
- 22 (w) PAGA Allocation: From the GSA, **\$40,000.00** will be allocated to settle claims  
23 brought pursuant to the California Private Attorneys General Act, Labor Code §  
24 2699 *et seq.* ("PAGA"), and seventy-five percent (75%), or **\$30,000.00**, will be  
25 paid to the California Labor & Workforce Development Agency. (Settlement, ¶  
26 16.e.)
- 27 (x) Notice to LWDA: Notice was provided to the LWDA of the Settlement and the  
28 settlement of the PAGA claims prior to the filing of this Motion. Evidence is

attached to the Leviant Declaration.

- (y) Enhancement/Service Award to Plaintiffs: Defendant will not and has not opposed the application for Class Representative Service Payments of up to **\$7,500.00** each for Plaintiffs Johnson and Garcia, each to be paid from the GSA. (Settlement, ¶ 16.a.)
- (z) Class Counsel Fees and Costs: Defendant will not and has not opposed Class Counsel's application for fees not to exceed 33 1/3% of the GSA (**\$191,666.00**), and actual costs, in the amount of **\$126,086.65**, to be paid out of the GSA. (Settlement, ¶¶ 16.c, 16.d.)
- (aa) Check Void Period: Settlement checks will be valid for 180 days from issuance. (Settlement, ¶ 43.)
- (bb) Uncashed Checks: Any settlement checks that are mailed to the Participating Class Members that remain uncashed after 180 days of the date of issuance will be cancelled, and the monies will be directed to the State Controller's Office, Unclaimed Property Division in the name of that Participating Class Member (Settlement, ¶ 43.)
- (cc) Judgment Notice: Judgment will be posted on the Settlement Administrator's website after entry. (Settlement, ¶ 36.)
- (dd) Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement with Class Members. (Settlement, ¶ 53).

12. A true and correct copy of the JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE is attached hereto as Exhibit "1."

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

13. Plaintiffs and counsel have diligently investigated the claims of the Class Members. Plaintiffs and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of certification and possible summary judgment efforts, and the substantial benefits to be

1 received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that  
2 settlement on the terms agreed to are in the best interest of Plaintiffs and the putative Class and are fair  
3 and reasonable. Plaintiffs' counsel brought to bear a great deal of experience with class actions in  
4 negotiating the settlement of this case.

5 14. One fundamental purpose of the class action device is to promote efficiency. Resolution  
6 at this time will forestall the need for additional expensive and time-consuming litigation that could  
7 very well result in an outcome less satisfactory than that proposed under this settlement. But, before any  
8 other consideration, we have agreed to this settlement because it is objectively reasonable. The potential  
9 for resolution benefits the class members, since they do not have to wait additional years for a similar  
10 recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A class-wide  
11 resolution is the most realistic method for addressing the claims raised in this matter.

12 15. We have engaged in the necessary investigation in this case that made it possible for us  
13 to exercise informed judgment in those aspects of the settlement process in which we were involved.  
14 The exchange of time and wage data, wage and hour policy documents, and data about the composition  
15 of the Class, were sufficient to permit us counsel to adequately evaluate the settlement. We had more  
16 than enough information upon which to evaluate a fair and reasonable settlement amount.

17 16. In addition to disputing the merits of Plaintiffs' claims at trial, Defendant intended to  
18 aggressively challenge the case at the certification stage. Defendant contends that Plaintiffs could not  
19 prevail on a certification motion. We believe that the case was viable through to a trial. However, while  
20 Plaintiffs assert a belief that this is a viable case for trial, we realize that there are always very  
21 significant risks associated with certification and trials, and those risks cannot be eliminated in this  
22 case. Continued litigation of this lawsuit presented Plaintiffs and Defendant with substantial legal risks  
23 and costs that were (and continue to be) difficult to assess. The risks in this matter include:

- 24 • the risk that Plaintiffs would be unable to establish liability for allegedly unpaid straight  
25 time or overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33  
26 (2014) ("*Duran*"), *citing Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal.  
27 2014) (dismissing certified off-the-clock claims based on proof at trial);  
28

- the risk that Defendant’s challenged employment policies might not ultimately support class certification or a class-wide liability finding, *see, Duran*, 59 Cal. 4th at 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition);
- the risk that uncertainties pertaining to the legality of Defendant’s policies and practices could preclude class-wide awards of penalties under Labor Code §§ 203 and 226(e);
- the risk that individual differences between Class Members could be construed as pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal. 4th at 19;
- the risk that any civil penalties award under the PAGA could be reduced by the Court in its discretion, see Labor Code § 2699(e)(1);
- the risk that lengthy trial or appellate litigation could ensue; and,
- the risk violation rate estimates could prove lower than expected.

These risks are non-exhaustive. While we remain confident that we possess credible strategies for responding to the legal and factual risks facing them, those risks cannot be disregarded. We carefully considered the risks created by all of these uncontrollable factors when evaluating the reasonableness of this proposed settlement. This Settlement provides a benefit to the Class Members that is very reasonable in light of these particular risks.

17. The Settlement is the product of arm’s-length negotiations between the Parties occurring throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery for the Class Members. The settlement amount is, of course, a compromise figure. By necessity it took into account risks related to liability, damages, and the defenses asserted by Defendant. Moreover, each Class Member will be given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are greater than the benefits they can receive under this Settlement to pursue their own claims. For the **229** members of the Class, the average **gross** benefit is **\$2,510.92** per class member, and the estimated average **net** recovery for each Class Member would be approximately **\$850.64**. Given that Defendant could potentially defeat certification, this is a significant sum to have achieved in settlement. Moreover, a Class Member who worked a greater number of

1 weeks for Defendant will receive a larger share of the Settlement than a Class Member who worked for  
2 a shorter amount of time during the class period.

3 18. After analyzing the claims in this matter, Plaintiffs have concluded that the value of this  
4 Settlement is fair, adequate, and reasonable. The Gross Settlement Amount of **\$575,000.00** is *just above*  
5 the **\$571,304.93** estimate of *risk-adjusted* recovery (excluding interest) at this stage in the litigation. On  
6 that basis, it would be unwise to pass up this settlement opportunity. This assessment is based on a  
7 carefully constructed model of the current fair value of the case, using estimated risks, average wage  
8 rates, numbers of employees, and the amount of time covered by the class period. While Plaintiffs would  
9 certainly have preferred to recover more (and Defendant would have preferred to pay less), this outcome  
10 is in line with a carefully constructed estimate of the current fair value of the case. On that basis, it  
11 would be unwise to pass up this settlement opportunity. The risk-adjusted value of each claim, on a  
12 claim-by-claim basis, is as follows:

- 13 • A reasonably estimated exposure for unpaid wages was calculated by Plaintiffs, with the  
14 assistance of an expert, to be approximately **\$24,943.10**. However, with the risk factor  
15 discounts for certification and liability proof, the value of that claim is estimated by  
16 Plaintiffs' counsel to be approximately **\$15,963.58**, assuming certification probability of  
17 80% and merits success at 80%. The unpaid wages resulted from a variety of alleged  
18 issues associated with Defendant's proprietary timeclock system. The majority of the  
19 work performed by Plaintiffs' expert consultant concerned preparation of custom  
20 programming tools to deconstruct the time data from its native format into one that could  
21 be analyzed effectively. Despite this effort, there were a large percentage of consistency  
22 errors in the timeclock data, creating some risk when making exposure calculations.  
23 Even with the errors, it appears to Plaintiffs that some evidently unpaid wages were  
24 potentially related to errors caused by the way that Class Members recorded time and to  
25 the fact that the pay period end fell in the middle of the Friday workday (an uncommon  
26 choice for a pay period end time).
- 27 • A reasonably estimated maximum exposure for rest break violations over the class period  
28 was calculated by Plaintiffs at **\$528,538.90**, based on the legal argument that an earlier  
rest break policy did not permit employees to leave the work premises, with a current  
value exposure of **\$21,141.16**, assuming certification probability of 20% and merits  
success at 20%. This claim is factually and legally disputed, and some inconsistent  
information from class members indicates that this theory carries the potential for high  
risk. Plaintiffs calculated the exposure assuming one missed break per week for 100% of  
the Class, a *very* optimistic assumption.
- A reasonably calculated exposure for meal break violations over the class period was  
calculated by Plaintiffs at **\$685,509.78**, with chances of certification and liability risks  
(50% and 50% respectively) resulting in a risk-adjusted exposure of **\$171,377.45**. This  
exposure is based upon alleged facial violations of short, missed, or late meal periods  
identified by Plaintiffs. The exposure valuation by Plaintiffs was still susceptible to  
attack. Employee choice is a serious issue in the context of a meal period claim. So long  
as an employee has the opportunity to take a lawful meal period, an employee can choose

to take it late, cut it short, or skip it. In addition, many of the “late” meal periods were entered as starting exactly at the beginning of the sixth hour of work, leading to the legal issue of whether “before the end of the fifth hour of work” means that four hours and 59 minutes is timely, but a meal period starting at the five hour mark is untimely.

- The risk-adjusted penalty recovery for wage statement violations was estimated by Plaintiffs to be approximately **\$60,000.00**, on a maximum exposure calculated by Plaintiffs of **\$150,000.00** (with certification and merits success chances of 80% and 50% respectively, based on unpaid wages, adjusted for the additional risk of needing to prove other elements in addition to the underlying wage claim and assuming that Defendant had a good faith belief that it was providing accurate wage statements).
- A risk-adjusted penalty recovery for Labor Code § 203 penalties was estimated by Plaintiffs to be approximately **\$79,447.75**, on a maximum exposure calculated by Plaintiffs of **\$198,619.37** (with certification and merits success chances of 80% and 50% respectively, based on unpaid wages, adjusted for the additional risk of needing to prove other elements in addition to the underlying wage claim and assuming that Defendant had a good faith belief that it was paying all wages due at the time of termination).
- Performing risk-adjusted valuations for all claims yields a total value calculated by Plaintiffs in the range of **\$347,929.93**, excluding PAGA.<sup>1</sup>
- PAGA penalties exposure was calculated by Plaintiffs to be **\$893,500.00**, using the more expedient method of assuming a single \$100 penalty for every pay period, a somewhat generous assumption. But, assuming issues with proof and cooperation of aggrieved employees, along with the Court’s power to reduce penalties, the realistic exposure was calculated by Plaintiffs to be **\$223,375.00**.

19. The \$575,000.00 settlement here is fully supportable. Many risks are eliminated through settlement. And, with respect to those risks, certification rates in California are *lower* than conventional wisdom holds. The Judicial Council’s Class Certification in California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION - FEBRUARY 2010 (“Second Interim Report”), at page 5, states that “less than a quarter of disposed cases in the study sample were certified, either through a litigated motion for certification or as part of a classwide settlement agreement.” *See*, Second Interim Report, at 5 (emphasis added).<sup>2</sup> That “*or*” is significant. The certification rate of less than 25% identified in the study includes *both* contested certifications and

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<sup>1</sup> It is difficult to assign specific percentages to future events, but it does provide a specific method for attempting to reduce the concept of “very high risk” or “high risk” to a quantifiable amount. Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is either certified or it is not. But the current expected value is best quantified by applying a risk reduction, based on the total experience of counsel. The numbers explain with math what can also be described conceptually in words.

<sup>2</sup> The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last viewed March 12, 2024).

1 settlement certifications, which are the majority of certifications. In other words, one must assume in any  
2 wage and hour class action prior to certification that a contested certification motion will have a success  
3 rate of well under 25%, and probably closer to 10% as a starting point for risk evaluation. The facts of  
4 each case have significant bearing on these percentages. But it cannot be disputed that certification is an  
5 exceptionally difficult procedural hurdle to successfully overcome. Thus, it is not unreasonable to start  
6 from the proposition that a pre-certification settlement that is 10% to 15% of the maximum plausible  
7 exposure is a valid starting point for valuation. If roughly 10% of class actions are certified on a  
8 contested basis, then, on average, 90% of the time a class will not be certified and the result for the class  
9 is *zero* dollars. Here, the estimated certification probabilities are *above* the average rate at which cases  
10 were certified in California over the study years, based upon data available through the California Courts  
11 websites. Summarizing the above, well *under* 20% of all cases filed as proposed class actions are  
12 ultimately certified by way of a *contested* motion. Thus, the recovery falls within the expected outcome  
13 range under the likelihood of success metric.<sup>3</sup> It would also be appropriate to evaluate the result by  
14 examining only the premium wages at issue (approximately \$1,238,981.77, with no risk reduction),  
15 excluding penalties and interest; the settlement is about 47% of the premium wages (unpaid wages, meal  
16 period premiums, and rest break premiums) at maximum realistic exposure value.<sup>4</sup> Because the total  
17 Settlement amount and the proportion of the Settlement allocated to PAGA penalties fall within the  
18 range of what is reasonable, the Settlement should be approved.

19         20. To the best of my knowledge there are no other like claims asserted or filed by Class  
20 Members. To the best of my knowledge, no Class Member has refrained from bringing an action with  
21

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22  
23 <sup>3</sup> See, e.g., *Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-  
24 00332-LJO-SAB, 2020 WL 291042, \*17-20 (granting preliminary approval of settlement that  
25 represented 5.2% of the original valuation of the claims); *Thomas v. Cognizant Tech. Sols. U.S. Corp.*  
(C.D. Cal. June 24, 2013) No. SACV111123JSTANX, 2013 WL 12371622, at \*6 (granting final  
approval of settlement that encompassed between 4.4% and 5% of the maximum estimated liability).

26 <sup>4</sup> The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA  
27 penalties are discretionary (see Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser  
28 amount than the maximum civil penalty amount specified by this part...”)), and, second, courts evaluate  
the strength of a proposed settlement without taking potential penalties or interest into consideration. See  
*Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2000); see also *Miller v. CEVA*  
*Logistics U.S.A., Inc.*, 2015 WL 729638, at \*7 (E.D. Cal. Feb. 19, 2015).

1 claims similar to those raised in the Action, whether in reliance on the Action or otherwise, and who  
2 thus might be prejudiced by dismissal of the Action.

### 3 4 THE EXPERIENCE OF CLASS COUNSEL

5 21. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the  
6 practice of employment and labor law for almost a decade and presently focuses exclusively on  
7 plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related  
8 class actions between them. The firm and its lawyers have successfully settled more than 300 class  
9 action matters during that time span. The firm and its lawyers have also tried both bench and jury trials  
10 (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is  
11 routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA  
12 representative actions) in federal and state courts in California and elsewhere, by way of motion for  
13 class certification or motion for settlement approval. I personally participated in the litigation of more  
14 than 500 class actions since 1999, and more than 90 percent of those cases were wage and hour matters.  
15 While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in  
16 many hundreds of class actions.

17 22. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D.  
18 from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of  
19 California in June 2007 and has been an Active Member in good standing continuously since then. He  
20 is a current member of the California Employment Lawyers Association (CELA).

21 23. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March  
22 2010. Since that time, Mr. Moon built his practice to have an emphasis on employment and related  
23 civil litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of  
24 employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC  
25 is presently class counsel for many dozens of other putative wage-and-hour class and representative  
26 action lawsuits pending in various state and federal jurisdictions throughout California. Moon Law  
27 Group, PC has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury  
28 trials in employment-related matters, representing both plaintiffs and defendants; and been appointed

1 lead or co-lead class counsel in numerous federal and state courts in California. The following is a list  
2 of some of the firm's class action settlements that have received preliminary and final approval: *Mark*  
3 *Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx),  
4 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the  
5 Court found: "Class Counsel's declarations show that the attorneys are experienced and successful  
6 litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC  
7 attorneys." (*Id.* at \*10.); *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size  
8 approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079  
9 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class  
10 size approx. 2,500; co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-  
11 2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC  
12 BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*,  
13 LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment*  
14 *Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline*  
15 *Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*,  
16 LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC  
17 BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*,  
18 LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC  
19 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC  
20 BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767  
21 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class  
22 size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972  
23 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC  
24 BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable  
25 in assessing the reasonableness of settlements such as the one at issue here.

26         24. Aside from myself and supervising Partner Kane Moon, attorneys and paralegals who  
27 worked on this matter include Mariam Ghazaryan, Lilit Tunyan, and Sophia Tu.

28                 (a) Roy Suh is a former associate at Moon Law Group, PC. Mr. Suh's practice was

1 focused on labor and employment class action lawsuits involving various  
2 violations of California and federal labor laws. Mr. Suh was admitted to the  
3 California bar in July 2012. Mr. Suh's billing rate was \$750 per hour.

4 (b) Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's  
5 practice is focused on labor and employment class action lawsuits involving  
6 various violations of California and federal labor laws. Ms. Ghazaryan received  
7 her law degree from the Southwestern School of Law. Ms. Ghazaryan was  
8 admitted to the California bar in December 2021. Ms. Ghazaryan's billing rate  
9 is \$600 per hour.

10 (c) Sandy Pham is an associate at Moon Law Group, PC. Ms. Pham's practice is  
11 focused on labor and employment class action lawsuits involving various  
12 violations of California and federal labor laws. Ms. Pham's billing rate is \$500  
13 per hour.

14 (d) Lilit Tunyan is a former associate at Moon Law Group, PC. Ms. Tunyan's  
15 practice was focused on labor and employment class action lawsuits involving  
16 various violations of California and federal labor laws. Ms. Tunyan was  
17 admitted to the California bar in January 2020. Ms. Tunyan's billing rate was  
18 \$600 per hour.

19 (e) Sophia Tu is a former litigation assistant at Moon Law Group, PC. Ms. Tu's  
20 billing rate was \$250 per hour.

21 25. I received my undergraduate degree from Occidental College. Graduating cum laude, I  
22 majored in economics and received a "minor" emphasis in mathematics. Along with my study of  
23 economics and mathematics, I also had an emphasis in physics. This combination of scientific and  
24 economic education has been of assistance during my litigation of complex civil actions. I received my  
25 Juris Doctor degree from the University of Southern California Law Center.

26 26. My experience relevant to class action litigation includes the following:

27 (a) I have been involved in the litigation of class actions since 1997, working as a  
28 law clerk on a number of class action matters. Since 1999, I have participated

1 as an attorney in the litigation of hundreds of class actions, in California  
2 Superior Courts and in federal courts in California, Illinois, and Louisiana. I  
3 emphasized litigation of wage and hour class actions beginning in 2005, but I  
4 have focused on complex litigation of different types at all times since 1999.

5 (b) Dating back to 1999, some of the earliest cases in which I contributed to my  
6 then-firm's efforts as co-lead/liaison counsel include:

- 7 i. *In re Paradise Memorial Park Litigation*, Los Angeles Superior  
8 Court Lead Case No. BC130375; and,
- 9 ii. *In re Lincoln Memorial Park Litigation*, Los Angeles Superior  
10 Court Lead Case No. BC133643.

11 (c) I have litigated contested class certification motions multiple times, prevailing  
12 on many. Examples include the following:

- 13 1) In 2023, I certified a rest break claim against SMS Transportation, in the  
14 matter of *Beard v. SMS Transportation*. Rest break claims are notably  
15 difficult to certify.
- 16 2) In 2023, I certified a regular rate claim against Downtown Women's  
17 Center, in the matter of *Evans v. Downtown Women's Center*.
- 18 3) In 2018, I certified wage and hour claims against Home Depot, in the  
19 matter of *Utne v. Home Depot*, in the United States District Court,  
20 Northern District of California. The contested certification resulted in a  
21 certified class of roughly 140,000 individuals.
- 22 4) In 2019, I certified a Fair Credit Reporting Act claim related to  
23 employment background checks against Wal-Mart Stores, Inc., in the  
24 matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District  
25 Court, Central District of California. The contested certification  
26 resulted in a certified class of over 5,000,000 individuals.
- 27 5) In 2018, I fully briefed a contested class certification motion in the  
28 matter of *Harelson v. U.S. Aviation*, in the United States District Court,

Northern District of California. After certification was fully briefed, the matter successfully settled.

6) In 2013, I certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United States District Court, Central District of California.

7) In 2012, I fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United States District Court, Central District of California. In that matter, summary judgment was granted against my clients and the certification motion was deemed moot. I appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

8) In approximately 2011, I fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

9) In approximately 2008, I fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. I appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, I obtained a decision directing the trial court to certify the class. *Ghazaryan* is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

10) In approximately 2006, I fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification

1 was denied. I appealed, handling all briefing. The published opinion of  
2 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.  
3 denied, pet. for cert. den. resulted, and I petitioned for a Writ of  
4 Certiorari related to certification due process issues.

5 11) In approximately 2008, I assisted with briefing of a contested class  
6 certification motion, in the wage and hour matter, against the  
7 Automobile Club of Southern California (AAA). A class was certified  
8 and the matter tried.

9 (d) I have prosecuted appeals in more than 20 class action matters alone, arguing  
10 before the United States Court of Appeals for the Ninth Circuit Court and  
11 several of California's Courts of Appeal. I have taken several appeals through  
12 to Petitions for Writs of Certiorari to the United States Supreme Court. In  
13 connection with the appeals I have handled, I have participated in appeals  
14 resulting in decisions concerning or relating to class actions or wage and hour  
15 issues. Among others, those include:

- 16 i. *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October  
17 24, 2022), rev. granted (February 1, 2023);
- 18 ii. *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus  
19 counsel)
- 20 iii. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169  
21 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc*  
22 rehearing den.;
- 23 iv. *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), as  
24 modified on denial of reh'g (Aug. 29, 2018);
- 25 v. *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir.  
26 2014);
- 27 vi. *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524  
28 (2009), pet. for rev. denied;

vii. *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007),  
rev. denied, pet. for cert. denied;  
viii. *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006),  
rev. denied, pet. for cert. denied;  
ix. *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008),  
rev. denied;  
x. *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir.  
2000), pet. for cert. denied;  
xi. *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011)  
(amicus counsel);  
xii. *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357  
NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB  
matter is of particular note, as it is at the center of a dispute  
regarding the interplay between the Federal Arbitration Act (FAA)  
and two labor relations laws, the National Labor Relations Act  
(NLRA) and Norris-LaGuardia Act. Cases highlighting that issue  
have been accepted by the United States Supreme Court.

(e) I was the lead appellate author in a matter before the California Supreme Court  
that generated substantial interest in the field of wage and hour litigation. That  
matter, *Troester v. Starbucks Corporation*, resolved a significant issue of  
whether, under California law, a *de minimis* defense exists to the employer’s  
obligation to pay all wages for all compensable time worked by an employee.

(f) I was the lead appellate counsel in a matter before the California Court of  
Appeal (Sixth Appellate District) that generated substantial interest in the field  
of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*,  
held that prior jurisprudence erroneously concluded that, under California law,  
underpayment of wages as a result of rounding of time clock punches is lawful  
so long as the rounding was neutral on its face and as applied. *Camp* is now

1 pending before the California Supreme Court but remains citable as authority  
2 pursuant to an Order of the California Supreme Court.

3 (g) In addition to my work on complex litigation matters and class actions, I have  
4 authored published articles and columns on issues related to class actions and  
5 other litigation issues, including:

- 6 i. H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J.  
7 18 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1,  
8 2006);
- 9 ii. H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops*  
10 *Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2,  
11 2019;
- 12 iii. H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time:*  
13 *Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles),  
14 September 12, 2018;
- 15 iv. Dennis F. Moss and H. Scott Leviant, *Class Actions: One step*  
16 *forward after two steps back*, DAILY JOURNAL (Los Angeles),  
17 January 11, 2012;
- 18 v. H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY  
19 JOURNAL (Los Angeles), December 28, 2010;
- 20 vi. H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los  
21 Angeles), April 21, 2010;
- 22 vii. H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class*  
23 *Action Defense?*, FORUM, January/February 2009
- 24 viii. H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-  
25 2010 (Ongoing series);
- 26 ix. H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to*  
27 *Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 28 x. H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los

Angeles), December 2, 2009;

xi. H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;

xii. H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;

xiii. H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;

xiv. H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

xv. H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;

xvi. H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

- i. *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
- ii. *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
- iii. *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- iv. *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- v. *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- vi. *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)
- vii. *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- viii. *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- ix. *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- x. *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce

(February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

27. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

- (a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have frequently opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.
- (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class certification. For the specialized work on that appeal, I charged an hourly rate of \$650.00 per hour, a rate the hiring co-counsel accepted.
- (c) In the wage and hour class action *Savaglio, et al, v. WalMart*, Alameda County

Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, the Court approved hourly rates from \$435 per hour for four years of experience to \$875 per hour for 51 years of experience.

- (d) The 2024-25 Adjusted Laffey Matrix states that an attorney with 20 or more years experience can reasonably charge \$1,141 per hour. <http://www.laffeymatrix.com/see.html>.<sup>5</sup> That rate is derived from the Washington, D.C. area and requires a costs of living evaluation for use in Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in Los Angeles, compared to Washington, D.C., indicating a 4.9% downward adjustment to the Laffey Matrix may be appropriate. <https://www.bls.gov/oes/current/oes231011.htm>.<sup>6</sup> However, using federal employee pay tables, federal employee wages are equal when Los Angeles is compared to Washington, D.C., indicating no adjustment to the Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/general-schedule/>.<sup>7</sup> And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 4.4% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,141. The complete Adjusted Laffey Matrix is set forth below.

- (e) The full 2024-2025 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

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<sup>5</sup>Last viewed October 15, 2024.

<sup>6</sup>Last viewed January 30, 2024.

<sup>7</sup> Last viewed January 30, 2024.

| Year            | Adj. Factor** | Paralegal Clerk | 1-3   | 4-7   | 8-10  | 11-19 | 20+    |
|-----------------|---------------|-----------------|-------|-------|-------|-------|--------|
| 6/01/24-5/31/25 | 1.080182      | \$258           | \$473 | \$581 | \$839 | \$948 | \$1141 |

(f) I have been selected to Super Lawyers from 2012-2025, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.

(g) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, regular hourly billing rate is now \$975.00, which is well below the presumptively appropriate hourly rate of \$1,141 for attorneys with 20 or more years of experience.

#### REASONABLENESS OF THE REQUESTED FEE AWARD

28. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

29. Because of the uncertainty of the outcome in this and other wage and hour litigation undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement, either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be available if we prevailed. This expectation stems from the fact that many cases we undertake as putative class actions do not resolve successfully.

30. Class Counsel's experience in employment class actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the

1 rapidly evolving substantive law (state and federal), as well as the procedural law of class action  
2 litigation.

3 31. In the past 5 years, Moon Law Group, PC, has settled hundreds of wage & hour class  
4 actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it  
5 has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a common  
6 settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek  
7 no more than one third of the settlement amount in fees. This is consistent with common practice,  
8 consistent with Ninth Circuit practice, consistent with California law approving the percentage of the  
9 fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503  
10 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals  
11 performing work for Plaintiff before and after the filing of this matter. That work includes:

- 12 (a) Numerous interviews with the client, and review of documents provided by  
13 Plaintiff;
- 14 (b) Legal research and investigation regarding the Defendants' practices at numerous  
15 points in the litigation;
- 16 (c) Preparation of multiple drafts of the original class action complaint and finalization  
17 and filing of the original class action complaint;
- 18 (d) Review of the first amended complaint, and finalization of that complaint;
- 19 (e) Extensive "meet and confer" efforts with Defendants' counsel to obtain relevant  
20 documents and information through informal discovery;
- 21 (f) Contacting witnesses;
- 22 (g) Review of data and documents produced by Defendants;
- 23 (h) Analysis of the audit results and preparation of a damages model with the aid of a  
24 statistics expert;
- 25 (i) Research and preparation of Plaintiff's mediation brief;
- 26 (j) Attendance at mediation;
- 27 (k) Drafting, negotiating, and reviewing multiple drafts of the Settlement and  
28 attachments; and

(l) Preparation of the initial motion for preliminary approval and multiple revisions thereafter.

32. The recorded lodestar incurred by Moon Law Group, PC, is approximately **\$359,617.50** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to discovery disputes (I estimate that I did not bill for approximately 5 hours of time reviewing correspondence, reviewing mediation data, and numerous other activities, for an unbilled lodestar of approximately \$4,875). The breakdown of work by attorney is as follows:

| Attorney         | Time  | Rate          | Total               |
|------------------|-------|---------------|---------------------|
| H. Scott Leviant | 121.7 | \$975         | \$118,657.50        |
| Kane Moon        | 48.2  | \$900         | \$43,380.00         |
| Roy Suh          | 217.8 | \$750         | \$163,350.00        |
| Mariam Ghazaryan | 16.3  | \$600         | \$9,780.00          |
| Sandy Pham       | 27.6  | \$500         | \$13,800.00         |
| Sophia Tu        | 42.6  | \$250         | \$10,650.00         |
|                  | 474.2 | <b>Total:</b> | <b>\$359,617.50</b> |

That lodestar would be approximately \$4,875 higher if I included the estimated time that I did not include in by billing entries. I also anticipate that I will spend an additional 5 hours on this matter, appearing at the hearing of this Motion, working with the administrator to process the Settlement, obtaining a supplemental declaration for this Court's review, and preparing final accounting filings after distribution of the Settlement. I will incur most or all of that time myself, including time devoted to preparation of the motion for final approval and working with the administrator to resolve any issues, for an estimated additional lodestar of \$9,750.00. Adding my unbilled and anticipated lodestar to the lodestar to date, I anticipate that Class Counsel's lodestar will be no less than **\$369,367.50**. Class Counsel requests **\$191,666.00** in attorneys' fees, as authorized under the Agreement, and this represents a so-called "negative" multiplier of approximately **0.51** (a multiplier less than 1.0) which falls well under the range of commonly approved lodestar multipliers, when compared to the recorded, unbilled, and

1 estimated future lodestar of **\$369,367.50**. It has long since been established that multipliers between two  
2 and four are common and reasonable for a lodestar crosscheck. A lodestar multiplier of approximately  
3 **0.51** is at the low end of commonly approved lodestar multipliers and confirms that the proposed  
4 Settlement falls within a range of reasonableness. The Settlement also provides for the award of actual  
5 costs. Recoverable costs are capped at \$130,000.00 under the Settlement. Actual costs requested,  
6 including the future motion filing fee costs, are **\$126,086.65**, as set forth in **Exhibit 2**. While the  
7 magnitude of this cost request amount may appear high when judged against the size of the settlement,  
8 most of these costs were paid to the forensic accounting expert firm that had to write custom software to  
9 analyze the unique timekeeping system employed by Defendant. The tremendous amount of work  
10 performed was required to support both the initial motion for class certification and the anticipated  
11 renewed motion for class certification that Plaintiffs were preparing when the case resolved at mediation.  
12 Without that substantial contribution from Plaintiffs' expert, the matter would not have resolved, and the  
13 likelihood for certification on a renewed motion would have been even lower than the already daunting  
14 challenge that all motions for class certification pose.

15  
16 THE CONTRIBUTION OF PLAINTIFFS AND THE REASONABLENESS OF THE REQUESTED  
17 INCENTIVE AWARD

18 33. Here, Plaintiffs Garcia and Jamil Johnson seek a Service Payment of up to **\$7,500.00**  
19 each. This amount is very reasonable given the risks undertaken by Plaintiffs for involvement in the  
20 Action. Taking the risk of filing a lawsuit against an employer deserves recognition, especially in light  
21 of the settlement achieved by Plaintiffs. Additionally, Plaintiffs were actively involved in the litigation  
22 and settlement negotiations of this Action, expending considerable effort in advancing the interest of the  
23 Class. Plaintiffs provided information to counsel before the filing of this matter; assisted with responses  
24 to written discovery; were deposed; assisted with the settlement process (with included conferring with  
25 counsel during the preparation of Plaintiffs' mediation brief); and, regularly conferred with counsel  
26 regarding the case whenever questions arose. Plaintiffs' Declarations also confirm that Plaintiffs were  
27 active participants in the settlement of this case.  
28



1 true and correct. Executed April 21, 2025, at Los Angeles, California.

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4 H. Scott Leviant, "Declarant"  
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28

# **Exhibit “1”**

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Attorneys for Defendants  
SCHILLING ROBOTICS, LLC and FMC  
TECHNOLOGIES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

JORDON NORRIS, individually, and on behalf of  
all others similarly situated,

Plaintiff,

v.

SCHILLING ROBOTICS, LLC, a limited liability  
company; FMC TECHNOLOGIES, INC., a  
Delaware corporation; EQ TALENT  
SOLUTIONS, LLC, a limited liability company;  
and DOES 1 through 10, inclusive,

Defendants.

Case No. CV2021-2251

ASSIGNED FOR ALL PURPOSES TO  
JUDGE DAVID ROSENBERG, DEPT 14

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

Action Filed: December 29, 2021  
Trial Date: Not Set

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

2                   This Joint Stipulation of Class and PAGA Representative Action Settlement and Release states  
3                   the proposed terms of the class action and Private Attorneys General Act (“PAGA”) settlement of the  
4                   above-entitled action. The terms stated below are agreed to and binding on Plaintiffs Veronica Garcia  
5                   and Jamil Johnson (“Plaintiffs”) and Defendant Schilling Robotics, LLC (“Defendant”), but are  
6                   contingent upon approval by the Court. Once approved by the Court, the Settlement shall be binding  
7                   under the terms stated herein on Plaintiffs, Defendant, and the Class Members (as defined below).

8                   **SUMMARY OF THE SETTLEMENT**

9                   The Parties herein, as stated in more detail in the terms and definitions below, have agreed to  
10                  settle on a class basis all claims asserted by Plaintiffs for various alleged violations of the California  
11                  Labor Code and the Unfair Competition Law. The class consists of all individuals employed during  
12                  the class period defined below by either Schilling Robotics, LLC in the State of California as non-  
13                  exempt employees and/or by EQ Talent Solutions, LLC who were assigned to work at Schilling  
14                  Robotics, LLC’s California locations. The Parties participated in mediation for this case on June 13,  
15                  2024, with Marc Feder. The Parties ultimately accepted a mediator’s proposal and agreed that all  
16                  claims alleged herein, as defined below, would be settled on a class basis for the maximum amount of  
17                  Five Hundred Seventy- Five Thousand Dollars (\$575,000.00), with no portion of the settlement  
18                  reverting back to Defendant. Of that settlement amount, Forty Thousand Dollars (\$40,000.00) will be  
19                  designated as PAGA Penalties under PAGA, seventy-five percent (75%) of which will be paid to the  
20                  California Labor and Workforce Development Agency and twenty-five percent (25%) of which will  
21                  be paid to PAGA Member(s) in accordance with the terms herein below.

22                  **DEFINITIONS**

23                  1.       The following definitions are applicable to this Settlement, in addition to other terms  
24                  defined elsewhere in the Settlement:

25                  a.       “Action” shall mean the following lawsuit: *Norris, et al. v. Schilling Robotics,*  
26                  *LLC, et al.*, Yolo County Superior Court Case No. CV2021-2251, including the original Complaint,  
27                  First Amended Class and Representative Action Complaint and Second Amended Class and  
28                  Representative Action Complaint described herein.

b. "Attorneys' Costs" means reasonable attorneys' costs approved by the Court for Class Counsel's litigation and resolution of the Actions incurred and to be incurred by Class Counsel in the Actions up to, but estimated not to exceed, One Hundred Thirty Thousand Dollars (\$130,000.00). Attorneys' Costs shall be paid to Class Counsel. The Attorneys' Costs shall only be paid from the Gross Settlement Amount.

c. "Attorneys' Fees" means the attorneys' fees agreed upon by the Parties herein and approved by the Court for Class Counsel's litigation and resolution of the Action up to, but not to exceed, one-third (1/3) of the Gross Settlement Amount, estimated to be One Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars (\$191,667.00). Attorneys' Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

d. "Class" and "Class Members" for purposes of this Settlement shall be defined as: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California, and all individuals employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the Class Period.

e. "Class Counsel" shall mean Kane Moon, H. Scott Leviant, Mariam Ghazaryan, and Sandy Pham of Moon Law Group, PC.

f. "Class Period" shall mean the time period from December 29, 2017, to August 27, 2024.

g. "Class Representative Service Award" shall mean an award up to, but not to exceed, Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiffs Veronica Garcia and Jamil Johnson (for a total of up to \$15,000.00) in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general release of all claims. The Class Representative Service Awards shall be paid from the Gross Settlement Amount.

h. "The Court" shall mean the Yolo County Superior Court, Hon. David Rosenberg, or such other Yolo County Superior Court Judge as may be assigned to hear this matter.

i. "Defendant" shall mean Schilling Robotics, LLC.

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j. “Effective Date” shall be sixty-five (65) calendar days from the date of service of a Notice of entry of an Order Granting Final Approval of the Settlement and Entering Judgment described below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order Granting Final Approval of the Settlement and Entering Judgment, then the Effective Date shall be the latest of: (i) the date of final affirmance of the Order Granting Final Approval and Entering Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting Final Approval and Entering Judgment with no avenue for additional appeal or review available.

k. “Employer Taxes” means Defendant’s share of employer-side payroll taxes to be paid on that portion of the Class Member’s Individual Settlement Payment characterized as wages, i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount.

l. “Gross Settlement Amount” (or “GSA”) shall mean the maximum non-reversionary amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) payable by Defendant as provided for by this Agreement. Employer Taxes are excluded from the GSA and shall be paid separately therefrom, as specified in this Agreement.

m. “Individual Settlement Payment” means the amount each Class Member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class Period by Participating Class Members and the number of Pay Periods worked during the PAGA Period by PAGA Member(s). Class Members who opt-out of the non-PAGA portion of the Settlement shall only receive payment based on their pro rata number of Pay Periods worked during the PAGA Period, if any.

n. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the PAGA.

o. “Net Distribution Fund” shall mean the Gross Settlement Amount less (a) the Class Representative Service Awards, (b) Settlement Administration Costs, (c) Attorneys’ Fees, (d)

Attorneys' Costs, and (e) the PAGA Penalties.

p. "Notice Packet" shall mean the Notice of Proposed Class Action Settlement substantially in the form attached as **Exhibit A**.

q. "PAGA" shall mean the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

r. "PAGA Member(s)" and "PAGA Group" means those Class Members who worked any time during the PAGA Period.

s. "PAGA Members Payment" means the twenty-five percent (25%) portion of the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

t. "PAGA Pay Period(s)" means any pay period in which a PAGA Member worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken for vacations and leaves of absences.

u. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the Parties and approved by the Court up to, but not to exceed, Forty Thousand Dollars (\$40,000.00), seventy-five percent (75%) of which will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) ("PAGA Members Payment") shall be distributed proportionately to PAGA Members.

v. "PAGA Period" shall mean the time period from December 23, 2020 to the earlier of August 27, 2024 or the entry of an Order granting preliminary approval of this settlement.

w. "Participating Class Member(s)" means any Class Member who does not return a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All Participating Class Members will be mailed their Individual Settlement Payment without the need to return a claim form.

x. "Parties" shall mean collectively, Plaintiffs and Defendant.

y. "Plaintiffs" and "Class Representatives" shall mean Plaintiffs Veronica Garcia and Jamil Johnson.

z. "Released Claims" means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated

1 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief  
2 against the Released Parties, arising during the Class Period and alleged in the operative Complaint,  
3 or which could have been alleged based on the facts pled in the operative Complaint, including without  
4 limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure  
5 to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure  
6 to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of  
7 pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of  
8 pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of  
9 pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged  
10 failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to  
11 employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi)  
12 the alleged failure to maintain accurate time and payroll records, and (xii) claims for interest and any  
13 other claims and penalties premised on the aforementioned allegations. "Released Claims" includes  
14 all types of relief available for the above-referenced claims, including any claims for damages,  
15 restitution, losses, premiums, penalties, fines, lines, attorneys' fees, costs, expenses, debts, interest,  
16 injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law  
17 or any state or local law or common law, including, without limitations, as violations of the California  
18 Labor Code, the Wage Orders, applicable regulations, and any and all claims under the Fair Labor  
19 Standards Act.

20 aa. "Released PAGA Claims" means all PAGA claims against the Released Parties  
21 arising during the PAGA Period and alleged in Plaintiffs' letters and amended letters to the LWDA  
22 filed on behalf of any named Plaintiffs in this action, including Plaintiff Jordon Norris, Jamil Johnson,  
23 or Veronica Garcia, or which could have been alleged based on the facts pled in Plaintiffs' letters or  
24 amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged  
25 failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged  
26 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate  
27 of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide  
28 meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide

1 rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide  
2 complete and accurate wage statements, (viii) the alleged failure to timely pay wages during  
3 employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are  
4 terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to  
5 maintain accurate time and payroll records, and (xii) any other PAGA claims premised on the  
6 aforementioned allegations.

7           bb.     “Released Parties” means Schilling Robotics, LLC and its past, present, and  
8 future parents, subsidiaries, sister companies, members and divisions, including but not limited to  
9 FMC Technologies, Inc., as well as staffing agencies utilized during the Class Period, specifically EQ  
10 Talent Solutions, LLC, and their respective past, present, and future officers, directors, employees,  
11 partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their  
12 successors (including persons or entities who may acquire them in the future), assigns, representatives,  
13 heirs, executors, and administrators and all other persons acting by, through, under or in concert with  
14 them that could be liable for the Released Claims.

15           cc.     “Response Deadline” means the deadline by which Class Members must  
16 postmark and return to the Administrator signed, dated, and timely requests for exclusion from the  
17 non-PAGA portion of the Settlement, objections to the Settlement and/or disputes concerning the  
18 number of Workweeks worked during the Class Period and number Pay Periods worked during the  
19 PAGA Period. The Response Deadline will be sixty (60) calendar days from the initial mailing of the  
20 Notice Packets by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal  
21 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
22 Postal Service is open. The Response Deadline will be extended fifteen (15) calendar days for any  
23 Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day  
24 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the  
25 next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by  
26 express agreement between Class Counsel and Defendant.

27           dd.     “Settlement” or “Agreement” or “Settlement Agreement” shall mean this Joint  
28 Stipulation of Class Action Settlement and Release.

ee. “Settlement Administration Costs” means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax calculations and tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS Forms, address updates through the National Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with the aid of the Parties’ counsel, and providing all reports and declarations deemed necessary by the Parties in an amount not to exceed \$9,000.00.

ff. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

gg. “Workweek” means any week in which a Class Member worked at least one day in that week during the Class Period, excepting those dates/times taken for vacations and leaves of absences.

### **SUMMARY OF THE LITIGATION AND SETTLEMENT**

2. On December 23, 2021, Plaintiff Jordon Norris submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) notifying the LWDA of his intent to seek civil penalties from Schilling Robotics, LLC, FMC Technologies, Inc. and EQ Talent Solutions, LLC for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No. LWDA-CM-859553-21.

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3. On December 29, 2021, Plaintiff Jordon Norris filed a representative wage and hour class action lawsuit against Schilling Robotics, LLC, FMC Technologies, Inc. and EQ Talent Solutions, LLC. In the Action alleging class claims for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements.

4. On May 24, 2022, Plaintiff Jordon Norris filed a First Amended Class and Representative Action Complaint adding a cause of action for PAGA penalties.

5. On November 7, 2022, Plaintiff Jordon Norris filed an Amendment to the First Amended Class and Representative Action Complaint naming Robert Glover as Doe Defendant 1.

6. On December 9, 2022, Plaintiff Veronica Garcia submitted a letter to the LWDA notifying it of her intent to seek civil penalties from Schilling Robotics, LLC and FMC Technologies, Inc. for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No LWDA-CM-923697-22.

7. On January 9, 2023, Plaintiff Jamil Johnson submitted a letter to the LWDA notifying it of his intent to seek civil penalties from EQ Talent Solutions, LLC, Schilling Robotics, LLC, FMC Technologies, Inc. and Robert Glover for alleged wage and hour violations, including for: (i) the

alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No LWDA-CM-923697-22.

8. Also on January 9, 2023, Plaintiffs Jordon Norris, Jamil Johnson and Veronica Garcia sent an amended letter to the LWDA in Case No. LWDA-CM-859553-21 regarding their intent to seek civil penalties against EQ Talent Solutions, LLC, Schilling Robotics, LLC, FMC Technologies, Inc. and Robert Glover for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, including for purposes of sick time pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements pursuant to Labor Code §§ 210, 201.3, 202, 203, 204, 221, 222, 223, 226, 226.7, 246, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 1199 and 2802.

9. On January 16, 2023, Plaintiff Jordon Norris filed a Second Amended Class and Representative Action Complaint adding Veronica Garcia and Jamil Johnson as named Plaintiffs.

10. On August 9, 2023, the Court entered an Order dismissing Jordon Norris as a Plaintiff in the Action.

11. The Parties conducted extensive formal and informal discovery in the Action, including interrogatories, requests for production of documents, requests for admission and depositions. The production of records through formal discovery included the production of allegedly aggrieved

employees' and Class Members' information and time and payroll records.

12. On April 27, 2023, Plaintiffs filed a Motion for Class Certification. On September 21, 2023, the Court entered an Order denying Plaintiffs' Motion for Class Certification without prejudice.

13. The Parties recognize the issues in the Action would likely only be resolved with further extensive and costly proceedings; recognize that further litigation shall cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any litigation. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms of this Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. While Defendant specifically denies all liability in the Action, it has agreed to enter into this Settlement to avoid the cost and business disruption associated with further defense of the Action.

14. The Parties participated in a mediation of this case on June 13, 2024, with Marc Feder. Following the mediation session Mr. Feder provided the Parties with a mediator's proposal to fully, finally, and forever compromise and settle all claims asserted in the Action for the Gross Settlement Amount. The Parties ultimately accepted the terms of the mediator's proposal. To achieve a complete release of Defendant, each Class Member will be informed that in exchange for their Individual Settlement Payment, each Participating Class Member will release the Released Claims as against the Released Parties and each PAGA Member will release the Released PAGA Claims as against the Released Parties.

#### **TERMS OF THE CLASS SETTLEMENT**

15. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to completely resolve the Action, including the Second Amended Class and Representative Action Complaint, on a class and PAGA-wide basis. In addition to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion of the Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete resolution of the Action.

1           16.    Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and  
2 subject to the approval of the Court, the Parties agree to the following allocations:

3           a.    Class Representative Service Award. Plaintiffs shall each be paid a Class  
4 Representative Service Award of up to \$7,500 in recognition of their efforts and work in prosecuting  
5 the Action on behalf of Class Members and PAGA Members, undertaking the burdens and risks for  
6 the payment of costs in the event of loss and for giving a general release of all claims. The Class  
7 Representative Service Awards shall be paid in addition to Plaintiffs' Individual Settlement Payments,  
8 and Plaintiffs shall give a general release of all claims against the Released Parties in exchange for the  
9 Class Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and  
10 all applicable taxes on their Class Representative Service Awards. Any portion of the Class  
11 Representative Service Awards not awarded to Plaintiffs shall remain with the Net Distribution Fund.

12           b.    Settlement Administration Costs. The Settlement Administrator shall be paid  
13 "Settlement Administration Costs" in an amount not to exceed Nine Thousand Dollars (\$9,000.00).

14           c.    Attorneys' Fee Award. Class Counsel shall be paid an Attorneys' Fee Award  
15 of up to One Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars (\$191,667.00), (1/3 of  
16 the Gross Settlement Amount), subject to Court approval;

17           d.    Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of  
18 their Attorneys' Costs in an amount of up to One Hundred Thirty Thousand Dollars (\$130,000.00),  
19 subject to Court approval;

20           e.    PAGA Penalties. PAGA Penalties of \$30,000.00.00 (75% of \$40,000.00) shall  
21 be paid to the LWDA and \$10,00.00 (25% of \$40,000.00) to PAGA Members based on their pro rata  
22 share of Pay Periods worked during the PAGA Period. PAGA Members shall not have the right to  
23 opt out of the PAGA portion of this Settlement.

24           17.    Allocation of the Net Distribution Fund and PAGA Members Payment. The Net  
25 Distribution Fund and PAGA Members Payment shall both be allocated to Participating Class  
26 Members and PAGA Members based on the formulas described below. Any portion of the Class  
27 Representative Service Awards, the Settlement Administration Costs, the Attorneys' Fees Award, the  
28 Attorneys' Costs and/or the PAGA Penalties not approved by the Court shall be added to the Net

1 Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant  
2 under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed  
3 to Participating Class Members and PAGA Members on a proportionate basis as follows:

4 a. Payment to Participating Class Members. Each Participating Class Member shall  
5 receive a proportionate share of the Net Distribution Fund that is equal to (i) the number  
6 of Workweeks he/she worked during the Class Period divided by (ii) the total number  
7 of Workweeks worked by all Participating Class Members during the Class Period.

8 b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of  
9 the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she  
10 worked during the PAGA Period divided by (ii) the total number of Pay Periods worked  
11 by all PAGA Members during the PAGA Period.

12 18. Individual Settlement Payments. Participating Class Members shall receive an  
13 Individual Settlement Payment calculated as set forth in paragraph 17(a)-(b) above. Class Members  
14 who opt out of the non-PAGA portion of the Settlement shall receive only an Individual Settlement  
15 Payment representing payment for the PAGA Members Payment as set forth in paragraph 17(b). In  
16 the event that a Class Member should dispute the information upon which his or her Individual  
17 Settlement Payment is calculated, and it is determined by the Administrator from the information  
18 and/or documentation provided by that Class or PAGA Member that an amount more than that initially  
19 calculated is payable to any Participating Class Member or PAGA Member pursuant to the Settlement,  
20 that additional amount will be paid from the Gross Settlement Amount. In no event shall Defendant  
21 ever be required to pay any amount greater than the Gross Settlement Amount plus the Employer  
22 Taxes.

23 19. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit  
24 plan, the Individual Settlement Payments made to Participating Class Members and PAGA Members,  
25 as well as any other payments made pursuant to this Settlement, shall not be construed as compensation  
26 for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class  
27 Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans,  
28 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit

1 plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by  
2 any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to  
3 which any Class Members may be entitled under any benefit plans.

4 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

5 20. Preliminary Approval: Upon execution of this Agreement, Plaintiffs shall file a Motion  
6 for Order Granting Preliminary Approval of the Class Action Settlement which requests the following:  
7 (i) preliminary approval of the Settlement, subject only to the objections of Class Members and final  
8 review by the Court; (ii) conditional certification of a class for purposes of settlement only; (iii) a  
9 schedule for final approval hearing regarding the proposed Settlement, including payment of  
10 Attorneys' Fees and Attorneys' Costs, and Class Representative Service Awards; (iv) approval as to  
11 form and content of the proposed Notice Packet; (v) a schedule for the procedures for the Response  
12 Deadline; and (vi) a schedule for the mailing of the Notice Packet by first class mail to the Class  
13 Members. Plaintiffs' Counsel will provide counsel for Defendant with a draft of the motion for  
14 preliminary approval including the proposed Order Granting Preliminary Approval at least seven (7)  
15 calendar days before it is filed with the Court for Defendant's review and input. Defendant shall not  
16 oppose the Preliminary Approval Motion and may, in its sole option, file a declaration of non-  
17 opposition. Concurrently with the filing of the Preliminary Approval Motion, counsel for Plaintiffs  
18 shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court  
19 and counsel for Defendant.

20 21. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to  
21 certification of the Class for purposes of the Settlement only. If, for any reason, the Settlement is not  
22 approved, the stipulation to certification shall be void. The Parties further agree that certification for  
23 purposes of the Settlement is not an admission that class action certification is proper under the  
24 standards applied to contested certification motions and that this Settlement shall not be admissible in  
25 this or any other proceeding as evidence that either: (i) a class action should be certified or  
26 (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's  
27 terms.

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## **SETTLEMENT ADMINISTRATION**

22. Settlement Administrator. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

23. Class Data. Within 14 days of the Order Granting Preliminary Approval, Defendant shall provide to the Settlement Administrator for each identifiable member of the Class the following information: name, last known address, social security number, and the number of workweeks worked during the Class Period, and the number of Pay Periods worked during the PAGA Period based on its business and payroll records ("Class Data List"). The Class Data List and information shall remain confidential. The Settlement Administrator shall only use this information to facilitate notice, administration of the Settlement, and for distribution of Individual Settlement Payments to Participating Class Members and PAGA Members. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

24. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data List to Class Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

25. Confirmation of Contact Information in the Class Data List. Following receipt of the Class Data List from Defendant, and prior to mailing, the Settlement Administrator shall perform a search of the National Change of Address Database to update and correct stale Class Member addresses. If any Notice Packet is returned to the Settlement Administrator as non-deliverable on or before the Response Deadline, within three days of its receipt, the Settlement Administrator shall send it promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no

1 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the  
2 correct address by using a skip-trace, or other search using the name, address and/or social security  
3 number of the Class Member involved, and shall, within three days of learning the correct address, re-  
4 mail the Notice Packet. Should a Notice Packet associated with a currently employed Class Member  
5 be returned to the Administrator, it shall immediately inform Defendant to obtain a more current  
6 mailing address for that Class Member to re-mail the Notice Packet.

7       26.     Notice by First-Class U.S. Mail. Within 14 days following Defendant's provision of  
8 the Class Data List to the Settlement Administrator as set forth in Paragraph 16, supra, the  
9 Administrator shall mail the individualized Notice Packet by First Class U.S. Mail. Each  
10 individualized Notice of Class Action Settlement shall include the Class Member's number of  
11 Workweeks worked during the Class Period and number of Pay Periods worked during the applicable  
12 PAGA Period and the estimated Individual Settlement Payment amount. The Notice will also inform  
13 Class Members of their right to opt-out of the non-PAGA portion of the Settlement, that they will  
14 receive payment for the Settlement without having to submit a claim and that they each will be mailed  
15 their Individual Settlement Payment at the address on file with the Administrator. The Notice will  
16 also inform the Class of the manner and deadline to submit (1) requests for exclusion from the non-  
17 PAGA portion of the Settlement, (2) objections to the Settlement; and (3) disputes concerning the  
18 number of Workweeks during the Class Period and the number of Pay Periods worked during the  
19 PAGA Period. The Notice shall further inform the Class of the claims to be released, including if they  
20 do not request to be excluded, and the date, time, and place set for the Final Approval Hearing.

21       27.     Disputed Workweek and/or Pay Period Information. Class Members may contact the  
22 Settlement Administrator with questions regarding the number of Workweeks they have been assigned  
23 during the Class Period and/or the number of Pay Periods they have been assigned during the PAGA  
24 Period. Class Members may produce evidence to the Settlement Administrator showing that such  
25 information is inaccurate. There is a rebuttable presumption that Defendant's personnel and payroll  
26 records are correct, but Class Members may, should they disagree with Defendant's records, provide  
27 documentation to show contrary employment dates and/or records of Workweeks or Pay Periods no  
28 later than the Response Deadline. The dispute must: (i) set forth the name, address, telephone number

1 and last four digits of the social security number of the Class Member submitting the dispute; (ii) be  
2 signed by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state  
3 the reason(s) that the Class Member disputes the information provided in the Notice Packet; and (v) be  
4 postmarked on or before the Response Deadline. All disputes shall be decided by the Settlement  
5 Administrator within ten (10) business days of the Response Deadline.

6 28. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
7 non-PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the  
8 Settlement Administrator, in the manner set forth in the Notice, by the Response Deadline. The  
9 Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of  
10 the Social Security number of the Class Member requesting the exclusion; (ii) be signed by the Class  
11 Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class  
12 Member does not wish to be included in the non-PAGA portion of the Settlement and does not wish  
13 to receive any payment or other benefits therefrom; and (v) be postmarked on or before the Response  
14 Deadline. The postmark date shall be the exclusive means to determine whether a Request for  
15 Exclusion has been timely submitted. No Request for Exclusion may be made on behalf of a group of  
16 Class Members. Workweeks by Class Members who have submitted a valid and timely Request for  
17 Exclusion shall be deducted from the aggregate number of Workweeks for the non-PAGA portion of  
18 the Settlement. Class Members shall not have the right to opt-out from the PAGA portion of the  
19 Settlement.

20 29. Defective Submissions. If a Class Member's Request for Exclusion is defective as to  
21 any of the requirements listed herein, that Class Member shall be given an opportunity to cure the  
22 defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three (3)  
23 business days of receiving the defective submission to advise the Class Member that his or her  
24 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
25 The Class Member shall have until (i) the Response Deadline or (ii) ten (10) calendar days from the  
26 date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the  
27 revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely. Class  
28 Members shall be limited to one cure letter advising them of the defect. A Class Member who submits

1 an invalid or untimely request to be excluded will remain a Class Member, will receive their Individual  
2 Settlement Payment and be bound by the releases and judgment entered as set forth herein. Invalid  
3 and untimely Requests for Exclusion shall be deemed null and void.

4 30. Objection Procedures. To object in writing to the non-PAGA portion of the Settlement,  
5 a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or  
6 before the Response Deadline. Class Members shall not have a right to object to the PAGA portion  
7 of the Settlement. The Notice of Objection must be signed by the Class Member and contain all  
8 information required by this Settlement and as set forth in the Notice of Class Action Settlement,  
9 including: (i) the objector's full name, signature, address, and telephone number; (ii) a written  
10 statement of all grounds for the objection accompanied by any legal support for such objection; and,  
11 (iii) copies of any papers, briefs, or other documents upon which the objection is based. The postmark  
12 date shall be deemed the exclusive means for determining that the Notice of Objection is timely. No  
13 late Notice of Objection will be accepted or considered. Only Class Members who have not opted out  
14 of the non-PAGA portion of the Settlement may object. Any Class Member who does not object to  
15 the Settlement, intervene in the Action, or who fails to otherwise comply with the specific and  
16 technical requirements of this Paragraph as provided in the Notice, shall be foreclosed from seeking  
17 any adjudication or review of the Settlement, by appeal or otherwise. Any Class Member shall have  
18 a right to appear at the Final Approval Hearing in order to have their objections heard by the Court,  
19 even if no Notice of Objection was submitted. At no time shall any of the Parties or their counsel seek  
20 to solicit or otherwise encourage Class Members to submit written objections to the Settlement or  
21 appeal from the Final Approval and Judgment. Class Counsel shall not represent any Class Members  
22 with respect to any such objections to this Settlement. The Parties shall file all Notices of Objection,  
23 valid or invalid, timely or untimely, with the Court in advance of the Final Approval/Settlement  
24 Fairness Hearing. If the Court overrules the Class Member's objection(s), or if the Court approves the  
25 Settlement despite any objection(s), the Class Member will be deemed to be a Participating Class  
26 Member, will be bound by the terms of this Agreement and will be mailed their Individual Settlement  
27 Payment.

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1           31.   Settlement Administrator Reports Regarding Class Member Participation. The  
2 Settlement Administrator shall provide Defendant's counsel and Class Counsel a biweekly report that  
3 certifies the number of Class Members who have submitted valid Requests for Exclusion, the number  
4 of objections to the Settlement and whether any Class Member has submitted a challenge to any  
5 information contained in their Notices. The Settlement Administrator shall provide to counsel for both  
6 Parties any updated reports regarding the administration of the Settlement as needed or requested. Not  
7 later than fourteen (14) days after the final Response Deadline, the Settlement Administrator will  
8 provide the Parties with a complete and accurate list of all Participating Class Members, all Class  
9 Members who opted-out of the non-PAGA portion of the Settlement and all Class Members who  
10 objected to the Settlement.

11           32.   Settlement Administrator Declaration. Not later than twenty-eight (28) court days prior  
12 to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its  
13 declaration of due diligence setting forth its compliance with its obligations under this Agreement, the  
14 number of Participating Class Members, the number of Class Members who timely submitted  
15 Requests for Exclusion from the non-PAGA portion of the settlement, the number of objections to the  
16 Settlement and the number of PAGA Members to be filed with the Court and will supplement its  
17 declaration as needed or as requested by the Court.

18           33.   Settlement Administrator Final Report. By no later than ten (10) calendar days  
19 following the deadline for Class Members to cash their Individual Settlement Payments, the Settlement  
20 Administrator shall provide counsel for both Parties with a declaration of due diligence setting forth  
21 its compliance with its obligations in disbursing funds from the Gross Settlement Amount, including  
22 a statement of the number and dollar value of checks for Individual Settlement Payments cashed and  
23 the number and dollar value of checks for Individual Settlement Payments that were not cashed.

24           34.   Defendant's Right to Rescind. Defendant shall have, in its sole discretion, the right to  
25 void and withdraw from the Settlement if, at any time prior to Final Approval, five percent (5%) or  
26 more of Class Members timely and validly Request Exclusion from the non-PAGA portion of the  
27 Settlement. Defendant must exercise this right of rescission in writing to Class Counsel within  
28 thirty (30) calendar days after the latest date any Class Member may timely submit his or her Request

1 for Exclusion. If Defendant exercise its right of rescission pursuant to this paragraph, Defendant shall  
2 be responsible for all costs incurred by the Settlement Administrator.

3 35. Escalator Clause. It is estimated that there are approximately 30,451 Workweeks  
4 worked by all Class Members during the applicable Class Period of December 29, 2017, through April  
5 5, 2024. If the Workweek number is ultimately greater than 110% of that estimate (33,496), the Gross  
6 Settlement Amount will be increased on a pro rata basis for each Workweek above 33,496.  
7 Alternatively, Defendant may, in its sole discretion, cut off the release period as of the date 33,496  
8 Workweeks are reached, provided that the date is after June 13, 2024, the date of the mediation.

9 **FINAL APPROVAL**

10 36. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
11 Response Deadline as ordered by the Court at the time of the Preliminary Approval Hearing, a Final  
12 Approval Hearing shall be conducted to determine the Final Approval of the Settlement along with  
13 the amounts properly payable for: (i) Individual Settlement Payments; (ii) the Class Representative  
14 Service Awards; (iii) Attorneys' Fees; (iv) Attorneys' Costs; (v) Settlement Administration Costs; and  
15 (vi) PAGA Penalties. The Final Approval Hearing shall not be held earlier than thirty (30) calendar  
16 days after the Response Deadline. Class Counsel shall be responsible for drafting all documents  
17 necessary to obtain final approval. The Motion for Order Granting Final Approval and Entering  
18 Judgment shall include Class Counsel's application for the Class Counsel's Attorneys' Fees and Costs,  
19 the Class Representative Service Awards, and the Administrator's expenses. A draft of such motion  
20 shall be provided to Counsel for Defendant seven business days prior to its filing with the Court.  
21 Plaintiffs agree not to file their motion and/or application without Defendant's review and input. The  
22 Settlement Administrator shall maintain on its website a section for this Settlement which includes a  
23 copy of the Motion for Preliminary Approval, along with any accompanying exhibits, and the  
24 operative Complaint. It shall be updated after Judgment is entered with a copy of the final Judgment.

25 37. Attorneys' Fees and Costs. Defendant shall not object to Class Counsel's request of  
26 reasonable Attorneys' Fees of up to \$191,667.00 (1/3 of the Gross Settlement Amount) and their  
27 reasonable Attorneys' Costs not expected to exceed \$130,000.00. Class Counsel's application for  
28 Attorneys' Fees and Costs award shall be included within the Motion for Order Granting Final

1 Approval of Class Action Settlement, unless the Court instructs otherwise.

2 38. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting  
3 Final Approval of the Class Action Settlement, the Parties shall present an Order Granting Final  
4 Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for  
5 approval. After entry of the Judgment, the Court shall have continuing jurisdiction over the Settlement  
6 as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement;  
7 (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate  
8 under court rules or as set forth in this Settlement.

9 39. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount to  
10 the Administrator together with the amount representing the Employer Taxes (to be communicated by  
11 the Administrator to Defendant at least ten (10) business days before transmittal of the Gross  
12 Settlement Amount). The Administrator shall deposit the Gross Settlement Amount into a Qualified  
13 Settlement Account, from which the Settlement Administrator will have the authority to distribute  
14 money in accordance with the terms of this Settlement Agreement. Defendant shall transmit the Gross  
15 Settlement Amount and the Employer Taxes, within fifteen (15) business days following the Effective  
16 Date of Settlement.

17 40. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall  
18 have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no  
19 obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute  
20 and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and  
21 (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto  
22 shall be protected as privileged settlement communications and shall be without prejudice to the rights  
23 of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to  
24 the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively  
25 to request a conference with the Court in which to attempt to resolve any issues that the Court has  
26 raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate  
27 their intent to resume the Action.

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41. Distribution and Timing of Payments. Within ten (10) calendar days following receipt of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall issue payments to: (i) Participating Class Members, (ii) PAGA Members, (iii) Plaintiffs, (iv) Class Counsel, and (v) the LWDA. However, payments shall not be issued to Class Members whose Notice Packets are returned as undeliverable and for whom no forwarding address can be located. Individual Settlement Payments for such Class Members shall be held by the Settlement Administrator unless claimed by the Class Member and shall be paid to the California State Comptroller's Office, pursuant to unclaimed property laws, in the name of the Participating Class Member and/or Aggrieved Employee if unclaimed by the end of the one hundred eighty (180) calendar day period to cash settlement checks as set forth below. The Settlement Administrator shall also issue a payment to itself for the Court-approved amount for its services.

42. Payments to Participating Class Members. Each individual settlement payment check to Participating Class Members will contain language in substantially the following form: "I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have opted into *Norris, et al. v. Schilling Robotics, LLC, et. al.*, Yolo County Superior Court Case No. CV2021-2251, for purposes of the federal Fair Labor Standards Act (FLSA) to the extent required to do so under applicable law for purposes of the court-approved settlement therein and the release of claims." Each such settlement check will also bear a legend directing the payer's bank to only accept the check for payment if: (a) the settlement check is endorsed by the payee; and (b) the settlement and release language, or any part of it, has not been altered or deleted. Any Participating Class Member who signs, deposits, and/or cashes the settlement check shall be deemed an opt-in party plaintiff under the FLSA for purposes of the Settlement.

43. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of one hundred eighty (180) calendar days after mailing, at which time the checks shall become null and void. Thirty (30) days following the mailing of the Individual Settlement Payment Checks, the Administrator shall mail a postcard to each Participating Class Member and PAGA Member whose check is uncashed to remind them of the void date. Any funds represented by Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance shall be delivered

1 to the California State Comptroller's Office, pursuant to unclaimed property laws, in the names of the  
2 Participating Class Members and Aggrieved Employees who did not cash their checks. Participating  
3 Class Members and PAGA Members who fail to cash their checks within the 180-day period shall  
4 remain bound by the Settlement as set forth herein.

5 44. Administration of Taxes by the Settlement Administrator. The Settlement  
6 Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, PAGA  
7 Members and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
8 amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for  
9 calculating and processing all payroll taxes and penalties for payment to the appropriate government  
10 authorities.

#### 11 **TAX TREATMENT OF SETTLEMENT AMOUNTS**

12 45. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate  
13 the Individual Settlement Payment as follows: for Participating Class Members – 20% to wages for  
14 which an IRS W-2 Form shall be issued and 80% to interest and penalties (40% to interest and 40%  
15 to penalties) for which IRS 1099 Forms shall be issued. Employee-side payroll taxes and withholding  
16 shall be deducted from the wage portion of the payment pursuant to state and federal law. For Class  
17 Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual  
18 Settlement Payments shall be allocated to penalties for which IRS 1099 Forms shall be issued.

19 46. Class Members' and Plaintiffs' Responsibility for Taxes. Participating Class Members  
20 and PAGA Members are responsible to pay appropriate taxes due on the Individual Settlement  
21 Payments they receive, and Plaintiffs are responsible for paying the appropriate taxes due on the Class  
22 Representative Service Awards. All Individual Settlement Payments shall be deemed paid to such  
23 Class Members and PAGA Members solely in the year in which such payments are issued. Counsel  
24 does not purport this communication to constitute tax or legal advice. If this Settlement, or any of its  
25 attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such  
26 advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under  
27 the federal Internal Revenue Code or any state tax code. The Notice of Class Action Settlement will  
28 advise Class Members that they shall be solely responsible for the payment of any taxes and penalties

1 assessed on their respective Individual Settlement Payments.

2 47. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the  
3 Court.

4 **RELEASE BY THE CLASS**

5 48. Release by Participating Class Members and PAGA Members. As of the Effective  
6 Date, Plaintiffs and all Participating Class Members (on behalf of each of them and each of their heirs,  
7 executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever  
8 discharge the Released Parties from any and all Released Claims that accrued during the Class Period  
9 as set forth herein. As of the Effective Date, the state of California, Plaintiffs and all PAGA Members  
10 (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall  
11 irrevocably and unconditionally fully release and forever discharge the Released Parties from any and  
12 all PAGA Released Claims that accrued during the PAGA Period as set forth herein.

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

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

8         50.     Release by Plaintiffs. As of the Effective Date, Plaintiffs Veronica Garcia and Jamil  
9 Johnson (on each of their own behalf and on behalf of their heirs, executors, administrators, and  
10 assigns), but not on behalf of other Class Members, knowingly and voluntarily release and forever  
11 discharge the Released Parties from any and all claims, known and unknown, asserted and unasserted,  
12 that each of them has or may have had against Defendant and any of the Released Parties. Such claims  
13 include, but are not limited to: breaches of contract, whether written, oral or implied; violations of  
14 any public policy; tort claims, including but not limited to intentional infliction of emotional distress  
15 and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation  
16 claims; common law claims; any other claims for damages, costs, fees, or other expenses, including  
17 attorneys' fees; and any violations of the following statutes, laws, and regulations: Fair Labor  
18 Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended; The  
19 Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as  
20 amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in  
21 Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment  
22 Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as  
23 amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended;  
24 the Fair Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov't Code  
25 § 12900 *et seq.*; the California Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the California  
26 Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal.  
27 Lab. Code § 1102.5; the California Occupational Safety and Health Act, as amended – Cal. Lab. Code  
28 § 6300 *et seq.*, and any applicable regulations thereunder; the California Business and Professions,

Civil, Government and Labor Code; the Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*; and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by them, excluding any claims that cannot be released as a matter of law. To the extent the foregoing release is a release to which California Civil Code section 1542 or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 or similar provisions of applicable law which are as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement a full and complete release and discharge, Plaintiffs Veronica Garcia and Jamil Johnson each expressly acknowledge this Settlement is intended to include in its effect, without limitation, all known and unknown claims, including any claims each of them does not know or suspect to exist in his or her favor against the Released Parties at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claim or claims. Plaintiffs each acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement, and nonetheless agree that the releases and agreements contained in this Settlement shall remain fully effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs assume any and all risks of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Settlement or with regard to any facts now unknown to each of them relating to such matters.

51. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
2 of action or right herein released and discharged.

3 **ADDITIONAL TERMS**

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

7 53. No Publicity. Plaintiffs and Class Counsel agree not to publicize the settlement,  
8 including in communications with the press; however, nothing in this Agreement shall prevent  
9 Plaintiffs and Class Counsel from engaging in direct communications with Class Members or PAGA  
10 Members about the settlement, and nothing in this Agreement shall prevent Class Counsel from  
11 identifying the Settlement on their website, so long as Class Counsel does not mention Defendant by  
12 name and instead refers to it only as a manufacturing company. Class Counsel is further permitted to  
13 discuss the Settlement, including Defendant's name, the case number, etc. in future Court declarations  
14 and in such communications as are reasonably necessary for purposes of meeting their responsibilities  
15 as class representatives and Class Counsel.

16 54. Entire Agreement. This Settlement and attached Exhibit constitute the entirety of the  
17 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be  
18 deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625  
19 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to  
20 be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
21 the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or  
22 contradict the terms of this Settlement.

23 55. Amendment or Modification. No amendment, change, or modification to this  
24 Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

25 56. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent  
26 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to  
27 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement  
28 to effectuate its terms and to execute any other documents required to effectuate the terms of this

1 Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to  
2 effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form  
3 or content of any document needed to implement the Settlement, or on any supplemental provisions  
4 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
5 assistance of the Court to resolve such disagreement.

6 57. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure  
7 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 58. California Law Governs. All terms of this Settlement and Exhibits hereto shall be  
9 governed by and interpreted according to the laws of the State of California.

10 59. Execution and Counterparts. This Settlement is subject only to the execution of all  
11 Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All  
12 executed counterparts and each of them, including facsimile and scanned copies of the signature page,  
13 shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange  
14 among themselves original signed counterparts.

15 60. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
16 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
17 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
18 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
19 represented by competent counsel and that they have had an opportunity to consult with their counsel  
20 regarding the fairness and reasonableness of this Settlement.

21 61. Acknowledgement of Future Legislation. Each Party recognizes that legislation could  
22 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of  
23 loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

24 62. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,  
25 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent  
26 with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

27 63. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
28 certification for purposes of this Settlement only; except, however, that either party may appeal any

1 court order that materially alters the Settlement terms.

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

17 65. Waiver. No waiver of any condition or covenant contained in this Settlement or failure  
18 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a  
19 further waiver by such Party of the same or any other condition, covenant, right or remedy.

20 66. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
21 action or other proceeding against any other Party to enforce the provisions of this Settlement or to  
22 declare rights and/or obligations under this Settlement, the successful Party Parties shall be entitled to  
23 recover from the unsuccessful Party reasonable attorneys' fees and costs, including reasonable expert  
24 witness fees incurred in connection with any enforcement actions.

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

1 all Parties have contributed to the preparation of this Settlement.

2 68. Representation By Counsel. The Parties acknowledge that they have been represented  
3 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this  
4 Settlement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class  
5 Counsel warrant and represent that there are no liens on the Settlement. Class Counsel also represents  
6 that there are no attorneys who have or could have any liens with respect to any aspect of this  
7 Settlement, or any funds received by Veronica Garcia or Jamil Johnson.

8 69. All Terms Subject to Final Court Approval. All amounts and procedures described in  
9 this Settlement herein shall be subject to final Court approval.

10 70. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in  
11 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
12 Settlement.

13 71. Binding Agreement. The Parties warrant that they understand and have full authority  
14 to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and  
15 binding on all parties and agree that it shall be admissible and subject to disclosure in any proceeding  
16 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might  
17 apply under federal or state law.

18 72. Notices. Unless otherwise specifically provided, all notices, demands or other  
19 communications given shall be in writing and shall be deemed to have been duly given by the third  
20 business day after mailing by United States registered or certified mail, return receipt requested,  
21 addressed as follows:

22 **To Plaintiffs and the Class:**

23 Kane Moon  
24 H. Scott Levant  
25 Mariam Ghazaryan  
26 Sandy Pham  
27 Moon Law Group, PC  
28 725 S. Figueroa St., Suite 3100  
Los Angeles, CA 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

Emails: kmoon@moonlawgroup.com  
hsleviant@moonlawgroup.com  
mghazaryan@moonlawgroup.com  
spham@moonlawgroup.com

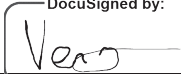
**To Defendant:**

David J. Dow  
Kara Adelle Ritter Cole  
Littler Mendelson, P.C.  
501 West Broadway, Suite 900  
San Diego, CA 92101  
Emails: ddow@littler.com  
kcole@littler.com

**AGREED.**

Dated: 9/14/2024

**PLAINTIFF VERONICA GARCIA**

DocuSigned by:  
  
6B72B9B70EC24C8...  
Veronica Garcia

Dated: 9/16/2024

**PLAINTIFF JAMIL JOHNSON**

DocuSigned by:  
  
4E549582DF7E400...  
Jamil Johnson

Dated: 09/24/2024

**DEFENDANT SCHILLING ROBOTICS, LLC**

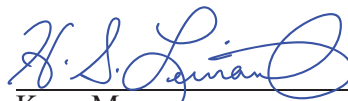
  
By: \_\_\_\_\_  
NAME: Stevan Verkin  
TITLE: Manager

1 **APPROVED AS TO FORM:**

2

3 Dated: September 16, 2024

4



Kane Moon  
H. Scott Leviant  
Mariam Ghazaryan  
Sandy Pham  
Moon Law Group, PC  
Attorneys for Plaintiffs JAMIL JOHNSON and  
VERONICA GARCIA, individually, and on  
behalf of all others similarly situated

5

6

7

8

9

10 Dated: October 1, 2024

11



David J. Dow  
Kara Adelle Ritter Cole  
Littler Mendelson, P.C.  
Attorneys for Defendant SCHILLING  
ROBOTICS, LLC

# **Exhibit “A”**

## NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

### YOLO COUNTY SUPERIOR COURT

*Norris, et al. v. Schilling Robotics, LLC, et al.*, Yolo County Superior Court  
Case No. CV2021-2251

TO: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individuals employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the Class Period of December 29, 2017 to August 27, 2024 (hereinafter the "Class" or "Class Member(s)").

*THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION THAT MAY AFFECT YOU  
YOU ARE NOT BEING SUED*

*The Yolo County Superior Court authorized this notice. This is not a solicitation from a lawyer.*

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- Veronica Garcia and Jamil Johnson ("Plaintiffs") have sued Schilling Robotics, LLC ("Defendant"). Plaintiff Garcia was employed directly by Defendant, and Plaintiff Johnson was employed by EQ Talent Solutions, LLC and assigned to work at one of Defendant's locations. This case is pending in the Yolo County Superior Court (Case No. CV2021-2251). Plaintiffs and Defendant are referred to herein collectively as the "Parties."
- Plaintiffs' claims against Defendant are brought on their own behalf and on behalf of individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individual employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the period of December 29, 2017 to August 27, 2024 (the "Class Period").
- Plaintiffs have asserted a variety of claims, described in more detail below, against Defendant that pertain to payment of wages and hours of work.
- Defendant contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether Defendant did anything wrong.
- Plaintiffs and Defendant also disagree as to the amounts of money or other types of relief that should be awarded to the Class in the event that Plaintiffs prevail at trial.
- The Parties agree that there are significant risks on both sides of the case.
- The Parties agree that continued litigation would be expensive and would result in significant expenses in terms of attorneys' fees and costs, without necessarily benefitting the Class.

**QUESTIONS? CALL**

- To avoid the risks of litigation and to provide an immediate benefit to the Settlement Class, the Parties have agreed to settle the case (the “Settlement”).
- Under the Settlement, Defendant will pay a total of \$575,000.00, to be apportioned and paid among identified members of the Settlement Class, after deductions for Court-approved payment of settlement administration costs, penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), payment of Service Awards to Plaintiffs, litigation costs, attorneys’ fees, and subject to withholdings for employee taxes, deductions and contributions.

| YOUR OPTIONS              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Do Nothing                | You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.                                                                                                                                                                                                                                                                                                 |
| Opt Out of the Settlement | If you opt yourself out of the Settlement, you will not receive payment for the non-PAGA portion of the Settlement. You will still receive payment for the PAGA portion of the Settlement. You will retain the right to assert claims that are included in the Settlement, except for PAGA claims. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Settlement Administrator and follow the procedures described below. |
| Object to the Settlement  | If you disagree with any aspect of the non-PAGA portion of the Settlement, you may assert your objections by timely writing to the Settlement Administrator, filing with the Court your objection according to the procedures described below and/or appearing at the Final Approval Hearing and stating your objections to the Court. If you opt out, you may not object. If you object, you will still be bound by the Settlement if it is approved by the Court.                 |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals (if any) are resolved. Please be patient.

## BASIC INFORMATION

### 1. Why did I get this notice package and why should I read this Notice?

The records of Defendant indicate that you are a member of the Class. If the Court approves the Settlement and you do not opt out, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

### 2. What is this lawsuit about?

Plaintiffs have asserted the following claims against Defendant on behalf of the Class: (1) the alleged failure to pay for all hours worked, (2) the alleged failure to pay minimum wages, (3) the alleged failure to correctly pay overtime wages, (4) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (5) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (6) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (7) the alleged failure to provide complete and accurate wage statements, (8) the alleged failure to timely pay wages during employment, (9) the alleged failure timely pay all wages owed to employees who quit or are terminated, (10) the alleged failure to reimburse for business expenses, (11) the alleged failure to maintain accurate time and payroll records, (12) unfair business practices, and (13) penalties pursuant to the Private Attorneys General Act (“PAGA”), based on the foregoing claims. These claims are referred to herein as the “Claims.”

Defendant denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of the Class, and contends that it complied with the law at all times.

### 3. What is a class action?

In a class action, one or more people called the Named Plaintiffs sue on behalf of people who they allege have similar claims.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant on the Claims being settled. Plaintiffs thinks they could win a significant amount of wages, penalties, and interest on behalf of the Class if they were to obtain class certification and win at trial. On the other hand, Defendant denies all liability and believes that Plaintiffs would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. Plaintiffs, Defendant, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this settlement as fair and reasonable to the Class and has appointed Plaintiffs to act as the Class Representatives, and for their attorneys to act as attorneys for the Class with regard to the Settlement (the “Class Counsel”). The Court has determined that these are adequate representatives for the Class.

5. How do I know if I am part of the settlement?

Everyone who fits the description below is a Class Member:

All individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individual employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC’s California locations, at any time during the Class Period of December 29, 2017 to August 27, 2024.

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you are a Class Member who will receive part of the Settlement if approved.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address]. This is the Settlement Administrator’s mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and how is it allocated?

Defendant has agreed to pay a total of \$575,000.00 to settle all Claims in this lawsuit. Class Members will be paid out of the Net Distribution Fund, which is the \$575,000.00 total settlement amount minus the following payments: (1) fees to the Settlement Administrator (estimated at \$9,000.00) for the costs of administrating the Settlement; (2) the costs of litigation as approved by the Court in an amount not to exceed \$130,000.00; (3) PAGA penalties of \$30,000.00, including a payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (4) a service award to Plaintiffs not to exceed \$7,500.00 each for serving as the Class Representatives and assisting in prosecuting the case; (5) attorneys’ fees up to the amount approved by the Court, not to exceed one-third (\$191,667.00) of the total settlement amount.

The Net Distribution Fund will be allocated to Class Members based on their number of Workweeks worked during the Class Period. Any portion of the fees for settlement administration, litigation costs, attorneys’ fees, service award and/or PAGA penalties not approved by the Court shall be added to the Net Distribution Fund for distribution to Class Members who do not opt out of the Settlement (“Participating Class Members”).

Of the PAGA penalties, \$7,500.00 will be paid to PAGA Members, defined as: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individual employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the period of December 23, 2020 to August 27, 2024.

9. How much will my payment be and what is the information used to calculate my share?

Based on Defendant's records, your workweeks worked are as follows:

Class Period: [redacted] workweeks  
PAGA Period: [redacted] pay periods

Based upon the calculations described above, it is currently estimated that your share of the Net Distribution Fund and PAGA penalties will be:

Class Claims: \$ [redacted] PAGA Penalties: \$ [redacted]

Your total Individual Settlement Payment is estimated to be \$ [redacted]. This amount could change, depending on how many Class Members opt-out of the Settlement and/or rulings of the Court.

Of your Individual Settlement Payment 80% will be reported as "1099" miscellaneous income by the Settlement Administrator to federal and state tax authorities. 20% will be reported as "W-2" income subject to withholdings, deductions and contributions in relation to wage payments. The withholding rate for the W-2 income may not be the same as you have used but is a customary one used in class action settlements. For Class Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual Settlement Payments shall be allocated to penalties for which an IRS 1099 Form shall be issued. You are responsible for all employee tax liability in relation to payments to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or Defendant or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

If you disagree with the workweek or pay period calculations above, you must notify the Settlement Administrator by writing to them at the address in paragraph 7. You must sign your notification, and include your full name, address, telephone number, last four digits of your social security number, the reason(s) that you dispute the information, and all supporting documentation. Your notification must be postmarked no later than [60 days from mailing]. The Settlement Administrator will make a final decision.

10. How can I get a payment?

You do not need to do anything to receive a settlement payment from the Net Distribution Fund and for PAGA penalties. However, it is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent.

#### 11. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be [REDACTED]. This could change depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, any appeals, and/or actions by the Court.

#### 12. What am I giving up to get a payment?

Upon entry of final judgment, each member of the Class (except those who properly opt out) on behalf of each of them and each of their heirs, executors, administrators, and assigns, will release Schilling Robotics, LLC and its past, present, and future parents, subsidiaries, sister companies, members and divisions, including but not limited to FMC Technologies, Inc., as well as staffing agencies utilized during the Class Period, specifically EQ Talent Solutions, LLC, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising during the period of December 29, 2017, to August 27, 2024, and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint, including without limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) claims for interest and any other claims and penalties premised on the aforementioned allegations. This release of claims includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, lines, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, including, without limitations, as violations of the California Labor Code, the Wage Orders, applicable regulations, and any and all claims under the Fair Labor Standards Act.

PAGA Members further release the Released Parties from any and all PAGA claims against the Released Parties arising during the period of December 23, 2020, to August 27, 2024, and alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiff Jordon Norris, Jamil Johnson, or Veronica Garcia, or which could have been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA,

including without limitation PAGA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) any other PAGA claims premised on the aforementioned allegations.

### 13. How do I opt out of the settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect: “I wish to be excluded from the Class.” You must also include your name, mailing address, telephone number, and the last four digits of your social security number. Your exclusion request must be postmarked no later than [60 days from mailing] and sent to the Settlement Administrator at the address in paragraph \_\_\_\_.

If you exclude yourself, you will not receive any money from the Net Distribution Fund for the non-PAGA portion of the Settlement. You cannot object to the Settlement, and you will not be legally bound by the non-PAGA portion of the Settlement. Class Members do not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded from the Settlement, and you are a PAGA Member, you will continue to receive your PAGA portion of the Settlement and be bound by the released of PAGA claims described above.

### 14. If I don’t exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit for the same non-PAGA claims that are being settled against the Released Parties, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it involves the same non-PAGA claims.

### 15. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive any money from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the non-PAGA portions of the Settlement if approved. Class Members do not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded for the Settlement, and you are a PAGA Member, you will continue to receive your portion of the PAGA penalties and will be bound by the PAGA portions of the Settlement.

#### 16. Who is my lawyer if I am included in the Class?

The Court has appointed as Class Counsel the following attorneys: Kane Moon, H. Scott Leviant, Mariam Ghazaryan and Sandy Pham of Moon Law Group, PC, 725 South Figueroa St., 31<sup>st</sup> Floor, Los Angeles, CA, 90017, (213) 232-3128, [kmoon@moonlawgroup.com](mailto:kmoon@moonlawgroup.com), [hsleviant@moonlawgroup.com](mailto:hsleviant@moonlawgroup.com), [mghazaryan@moonlawgroup.com](mailto:mghazaryan@moonlawgroup.com), [spham@moonlawgroup.com](mailto:spham@moonlawgroup.com). You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

#### 17. How do I object to the Settlement going forward?

If you do not like the Settlement, you may file an objection and provide reasons why the Court should not approve the Settlement. You can't ask the Court to order a different settlement because the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object in writing to the non-PAGA portion of the Settlement, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the **Response Deadline**. Any written objection to the proposed settlement must be signed. You may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers should include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iii) copies of any papers, briefs, or other documents upon which the objection is based. You may also object to the Settlement in-person at the Final Approval Hearing even if you do not submit a written objection.

The Parties will file all Notices of Objection with the Court in advance of the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payments to Plaintiffs, and any and all other aspects of the Settlement. Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

#### 18. What Is the difference between objecting and opting out?

Objecting is simply saying that you do not like something about the non-PAGA portion of the Settlement and do not want it approved. Opting out is saying that you do not want to be part of the Class and do not want to participate in the Settlement. If you opt out, you have no basis to object because the non-PAGA portions of the case no longer affects you.

19. When and where will the Court decide whether to approve the settlement

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], [insert court information]. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK TO WEBSITE PROVIDED BY ADMINISTRATOR] to confirm that the date has not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit a written objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you will receive your share of the Net Settlement Fund and PAGA penalties, but you will be barred from pursuing the released claims described in paragraph 12.

23. No retaliation from Defendant if you are included in the Class or opt out to be excluded from Class

California law makes it unlawful to retaliate against an employee for participating in a lawsuit like this one.

24. Are there more details about the settlement?

This Notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court and as preliminarily approved by the Court. For further

information, you may call or contact the Settlement Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 15 for contact information).

The Settlement Administrator also maintains a website at which some important documents in this case are available. The link to the website is [insert].

You may also obtain more information by accessing the Court docket in this case through the Yolo County Superior Court website or by visiting the Clerk's Office at 1000 Main Street, Woodland, CA 95695, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR THEIR COUNSEL WITH INQUIRIES.**

Date: \_\_\_\_\_

This Notice has been approved by the Judge of the Yolo County Superior Court responsible for overseeing and deciding this case.

**Exhibit “2”**

| Date       | Description                                                 | Charge       |
|------------|-------------------------------------------------------------|--------------|
| 12/28/2021 | LWDA PAGA Violation Notice Letter                           | \$ 75.00     |
| 12/28/2021 | Complaint fee                                               | \$ 1,493.86  |
| 12/29/2021 | Administrative Case Database Initiation Fee                 | \$ 750.00    |
| 2/7/2022   | Ace - Attorney Service                                      | \$ 175.50    |
| 3/14/2022  | Ace - Attorney Service                                      | \$ 296.25    |
| 3/28/2022  | Ace - Attorney Service                                      | \$ 335.50    |
| 4/5/2022   | One Legal - Attorney Service - Filing Fee                   | \$ 16.87     |
| 5/24/2022  | One Legal - Attorney Service - Filing Fee                   | \$ 37.58     |
| 5/24/2022  | One Legal - Attorney Service - Filing Fee                   | \$ 11.58     |
| 5/27/2022  | One Legal - Attorney Service - Filing Fee                   | \$ 16.87     |
| 10/19/2022 | Discovery Costs - Norris                                    | \$ 3,975.00  |
| 9/6/2022   | One Legal - Attorney Service - Filing Fee                   | \$ 19.65     |
| 9/6/2022   | One Legal - Attorney Service - Filing Fee                   | \$ 20.58     |
| 1/3/2023   | FirstLegal - Court Reporter - Deposition                    | \$ 4,106.65  |
| 1/3/2023   | FirstLegal - Court Reporter - Deposition                    | \$ 1,912.50  |
| 10/17/2022 | FedEx                                                       | \$ 33.85     |
| 11/9/2022  | One Legal - Attorney Service - Filing Fee                   | \$ 20.58     |
| 3/6/2023   | Tristar Investigations - Witness Investigation              | \$ 1,701.34  |
| 3/6/2023   | Tristar Investigations - Witness Investigation              | \$ 3,828.00  |
| 3/21/2023  | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ 10,000.00 |
| 12/15/2022 | Ace - Attorney Service                                      | \$ 238.75    |
| 12/9/2022  | LWDA PAGA Violation Notice Letter                           | \$ 75.00     |
| 3/8/2023   | Berger Consulting                                           | \$ 1,980.00  |
| 5/1/2023   | FirstLegal - Court Reporter - Deposition                    | \$ 1,742.50  |
| 5/1/2023   | FirstLegal - Court Reporter - Deposition                    | \$ 5,293.90  |
| 5/2/2023   | FirstLegal - Court Reporter - Deposition                    | \$ 5,090.10  |
| 4/17/2023  | One Legal - Attorney Service - Filing Fee                   | \$ 15.70     |
| 5/4/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 20.99     |
| 5/4/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 20.99     |
| 5/4/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 20.99     |
| 5/4/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 20.99     |
| 5/5/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 81.68     |
| 5/4/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 83.80     |
| 6/7/2023   | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ 20,637.50 |
| 2/11/2023  | One Legal - Attorney Service - Filing Fee                   | \$ 17.29     |
| 2/8/2023   | One Legal - Attorney Service - Filing Fee                   | \$ 17.29     |
| 1/23/2023  | One Legal - Attorney Service - Filing Fee                   | \$ 82.46     |
| 1/9/2023   | LWDA PAGA Violation Notice Letter                           | \$ 75.00     |
| 12/23/2022 | One Legal - Attorney Service - Filing Fee                   | \$ 20.58     |
| 12/19/2022 | One Legal - Attorney Service - Filing Fee                   | \$ 82.46     |

|            |                                                             |    |          |
|------------|-------------------------------------------------------------|----|----------|
| 12/19/2022 | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.58    |
| 12/19/2022 | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.58    |
| 12/19/2022 | One Legal - Atttorney Service - Filing Fee                  | \$ | 82.46    |
| 12/23/2022 | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.58    |
| 12/9/2022  | LWDA PAGA Violation Notice Letter                           | \$ | 75.00    |
| 11/8/2022  | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.58    |
| 5/30/2023  | FirstLegal - Court Reporter - Deposition                    | \$ | 5,293.90 |
| 5/30/2023  | FirstLegal - Court Reporter - Deposition                    | \$ | 1,742.50 |
| 6/1/2023   | FirstLegal - Court Reporter - Deposition                    | \$ | 5,090.10 |
| 6/16/2023  | FirstLegal - Court Reporter - Deposition                    | \$ | 3,277.25 |
| 6/16/2023  | FirstLegal - Court Reporter - Deposition                    | \$ | 1,372.50 |
| 6/16/2023  | FirstLegal - Court Reporter - Deposition                    | \$ | 1,652.50 |
| 4/3/2023   | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.99    |
| 4/7/2023   | One Legal - Atttorney Service - Filing Fee                  | \$ | 41.69    |
| 4/7/2023   | Ace - Attorney Service                                      | \$ | 383.25   |
| 7/10/2023  | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ | 5,687.50 |
| 8/8/2023   | Ace - Attorney Service                                      | \$ | 152.25   |
| 8/15/2023  | One Legal - Atttorney Service - Filing Fee                  | \$ | 37.33    |
| 8/30/2023  | One Legal - Atttorney Service - Filing Fee                  | \$ | 16.63    |
| 9/11/2023  | One Legal - Atttorney Service - Filing Fee                  | \$ | 16.63    |
| 9/18/2023  | One Legal - Atttorney Service - Filing Fee                  | \$ | 78.51    |
| 10/19/2023 | Aptus Court Reporting                                       | \$ | 1,227.46 |
| 10/19/2023 | Aptus Court Reporting                                       | \$ | 1,169.69 |
| 10/22/2023 | Berger Consulting Group - Data Analysis                     | \$ | 280.00   |
| 12/23/2023 | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ | 8,515.50 |
| 1/5/2024   | One Legal - Atttorney Service - Filing Fee                  | \$ | 18.62    |
| 3/15/2024  | Mediation - Marc Feder - Mediation Fee                      | \$ | 9,000.00 |
| 4/8/2024   | One Legal - Atttorney Service - Filing Fee                  | \$ | 39.08    |
| 5/31/2024  | One Legal - Atttorney Service - Filing Fee                  | \$ | 18.38    |
| 6/13/2024  | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ | 4,800.00 |
| 6/13/2024  | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ | 6,696.00 |
| 6/13/2024  | Phillips Fractor & Company, LLC - Accounting Expert Witness | \$ | 4,000.00 |
| 8/9/2024   | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.68    |
| 7/31/2024  | One Legal - Atttorney Service - Filing Fee                  | \$ | 20.68    |
| 7/29/2024  | One Legal - Atttorney Service - Filing Fee                  | \$ | 41.39    |
| 7/29/2024  | One Legal - Atttorney Service - Filing Fee                  | \$ | 41.39    |
| 11/8/2024  | One Legal - Atttorney Service - Filing Fee                  | \$ | 83.84    |

|           |                        |                      |
|-----------|------------------------|----------------------|
| 8/22/2024 | Ace - Attorney Service | \$ 255.50            |
|           |                        | <u>\$ 125,776.65</u> |

Future Costs

|                                           |                  |
|-------------------------------------------|------------------|
| Motion Fee                                | \$ 60.00         |
| One Legal - Attorney Service - Filing Fee | \$ 250.00        |
|                                           | <u>\$ 310.00</u> |

Total: 

|               |
|---------------|
| \$ 126,086.65 |
|---------------|

**Exhibit “3”**



## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

***The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.***

#### Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*

## Court and Hearing Information

**Court \***

Yolo County Superior Court

**Court Case Number \***

CV2021-2251

**Hearing Date (if any)**

05/22/2025

**Hearing Time**

9:00 a.m.

**Hearing Location**

1000

**Number of aggrieved employees \***

188

**Gross settlement amount \***

575000

**Gross penalty amount \***

40000

**Penalties to LWDA \***

30000

**Date of proposed settlement \***

09/24/2024

## Proposed Settlement and Other Documents

**Proposed Settlement (must be .pdf) \***

SCHILLING --...EXE w EXH.pdf

**Other Attachment (if any, must be .pdf)**

SCHILLING --...p - FINAL.pdf

**Other Attachment (if any, must be .pdf)**

SCHILLING --...M - FINAL.pdf

[Remove](#)

**Other Attachment (if any, must be .pdf)**

SCHILLING --...Ts - FINAL.pdf

[Remove](#)

**Other Attachment (if any, must be .pdf)**

SCHILLING --...Ts - FINAL.pdf

[Remove](#)

**Other Attachment (if any, must be .pdf)**

SCHILLING --...p - FINAL.pdf

[Remove](#)

[Add Another Attachment](#)

**LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.**

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

**From:** [DIR PAGA Unit](#)  
**To:** [Scott Leviant](#)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Monday, April 21, 2025 12:58:08 PM

---

04/21/2025 12:57:04 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)