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6 Attorneys for Plaintiff Malu Vaesau
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN FRANCISCO**

10 MALU VAESAU, individually, and on behalf of
11 all others similarly situated,

12 Plaintiff,

13 vs.
14

15 DOUBLE AA CORPORATION, a California
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants
18
19
20

Case No.: CGC-19-572598

[Hon. Andrew Y.S. Cheng, Dept. 613]

CLASS ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed with the Memorandum of Points and
Authorities, and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: TBD

Time: TBD

Dept. 613

1 **DECLARATION OF KANE MOON**

2 I, KANE MOON, declare as follows:

3 1. I am an attorney at law duly licensed to practice as such before all of the Courts of
4 the State of California and am one of the attorneys of record for Plaintiff Malu Vaesau and the
5 putative Class.

6 2. I have personal knowledge of the matters set forth herein and could competently
7 testify to the facts described herein.

8 **CASE BACKGROUND**

9 3. This is a wage and hour class action. Plaintiff Malu Vaesau seeks to represent a
10 class of individuals who worked for Defendant in California in an hourly-paid, non-exempt
11 position at any time from January 7, 2015 through January 31, 2020, or the date upon which the
12 Court grants preliminary approval, whichever is sooner, for various violations of the California
13 Labor Code. Plaintiff Malu Vaesau worked for Defendant as a cashier from approximately
14 August 2013 to March 2017 and was paid on an hourly basis. During parts of the class period,
15 Plaintiff and the class members were not paid all wages owed. Plaintiff alleges that Defendant
16 implemented several unlawful employment practices including, but not limited to, requiring
17 employees to arrive 10 minutes before the start of their shifts for opening procedures, and to stay
18 30 minutes after the end of their shifts for closing procedures, without pay. Moreover, since the
19 employees almost always worked alone on shifts, they were unable to take compliant meal and
20 rest periods.

21 4. Because of Defendant's clear violations of various provisions of the Labor Code,
22 Plaintiff filed this action. On January 7, 2019, Plaintiff filed a class action Complaint, which
23 alleges Defendant's systematic: (1) Failure to Pay Minimum and Straight Time Wages [Lab. Code
24 §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194
25 and 1198]; (3) Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]; (4) Failure to Authorize
26 and Permit Rest Breaks [Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at
27 Termination [Lab. Code §§ 201-203]; (6) Failure to Provide Accurate Itemized Wage Statements
28 [Lab. Code § 226]; and (6) Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.].

1 records produced. Thus, Plaintiff and her counsel are familiar with the facts of the case and the
2 legal issues raised by the pleadings and were able to act intelligently in negotiating the
3 settlement.

4 SETTLEMENT NEGOTIATIONS

5 8. On November 20, 2019, the Parties participated in private mediation with
6 professional neutral Honorable Ronald M. Sabraw (Ret.) The settlement negotiations were at
7 arm's length and, although conducted in a professional manner, were adversarial. The parties
8 went into the mediation willing to explore the potential for a settlement of the dispute, but each
9 side was also prepared to litigate their position through trial and appeal if a settlement had not
10 been reached. After extensive negotiations and discussions regarding the strengths and
11 weaknesses of Plaintiff's claims and Defendant's defenses, Honorable Ronald M. Sabraw (Ret.)
12 issued a mediator's proposal that was accepted by all parties, the material terms of which are
13 encompassed within the Joint Stipulation for Class Action Settlement ("Settlement"), a true and
14 correct copy of which is attached as Exhibit 1 to this declaration.

15 9. No claim form is required in order to receive a settlement payment. Each
16 Settlement Class Member who does not opt-out will be entitled to his or her share of the
17 Settlement Fund that is directly proportional to the number of workweeks during which the class
18 member was employed with Defendant during the class period.

19 10. The Settlement includes a class representative service award to the named
20 Plaintiff. Subject to Court approval, Plaintiff shall be paid a service payment of \$5,000.00. This
21 amount is for Plaintiff's time and effort in bringing and presenting the action, and in exchange
22 for a general release of all claims, known or unknown, pursuant to Civil Code Section 1542.

23 11. The Settlement provides that Defendant will not oppose a fee application of up to
24 33 1/3% (\$58,333.33) of the Gross Settlement Amount, plus out-of-pocket costs not to exceed
25 \$12,000.00. At this time, Plaintiff's costs are approximately \$10,607.59. A true and correct
26 copy of Plaintiff's costs to the date is attached to this declaration as Exhibit 2.

27 ///

28 ///

1 12. Settlement administration costs are estimated to be \$7,355.55. A true and correct
2 copy of the settlement administration quote I received from ILYM Group, Inc. is attached to this
3 declaration as **Exhibit 3**.

4 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

5 13. Class Counsel has conducted a thorough investigation into the facts of this case.
6 Based on the foregoing discovery and their own independent investigation and evaluation, Class
7 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
8 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
9 of significant delay, the defenses that could be asserted by Defendant both to certification and on
10 the merits, trial risk, and appellate risk.

11 14. Based on my analysis of the payroll records provided by Defendant, Plaintiff's
12 expert's analysis of the payroll records provided by Defendant, and information from Plaintiff, I
13 evaluated Defendant's maximum exposure. I took into account the risk of not having the claims
14 certified and the risk of not prevailing at trial even if the claims are certified. According to the
15 data Defendant provided, there are 102¹ class members and 8,000 total workweeks. Based on
16 Defendant's payroll data, there are 42 former employees who fall within the 3-year statute of
17 limitations period for Labor Code § 203 penalties. Accordingly, I calculated Defendant's
18 potential exposure as follows:

19 Claim	Relevant Time Period	Rate	Number of Violations	Amount
20 21 22 23 Off-the-clock 24 (unpaid overtime)	13,333 unpaid hours	\$15.00 average regular rate (\$22.50 overtime rate)	13,333 unpaid overtime hours	\$29,999.25*

26 _____
27 ¹ This number was provided at the time of mediation. However, by the time the Parties
28 drafted and finalized the long form settlement agreement, Defendant represented that there are
108 class members.

Meal Period Violations	40,000 meal break violations	\$15.00 average regular rate	Violation rate based on analysis of records by expert	\$60,000.00*
Rest Break Violations	40,000 meal break violations	\$15.00 average regular rate	Violation rate based on analysis of records by expert	\$60,000.00*
Labor Code §203	Based on approximately 42 terminated class members with average of 8 hours of work per day	\$15.00 average regular rate of pay (30 days per terminated employee)	Violation rate based on analysis of records by expert	\$22,680.00**
Total for Class Claims				\$172,679.25
* These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 15% probability of prevailing at class certification and on the merits.				

15. Plaintiff’s claim that Defendant failed to pay all wages owed, including overtime, is two-fold. First, if an employee worked the first shift of the day, that employee had to arrive at the facility the average of ten minutes early to open the store and prepare so that the doors were ready to open to customers at the time each store opened. This ten-minute period was not compensated. Second, if an employee works the closing shift, that employee has to stay the average of 30 minutes past their scheduled shift to close out the register, lock-up, and perform other end of day tasks. This additional 30 minutes was not compensated. Since these two off-the-clock periods were at the start or end of an eight-hour shift, all of this unpaid time should have been paid at the overtime rate. Importantly, Defendant did not maintain any time records, and as a result, has no credible basis to deny the facts as alleged by Plaintiff and the putative class. Plaintiff’s expert simply analyzed the data to determine that there are about 13,333 unpaid hours in the Class Period that should have been paid at the over time rate (i.e. 13,333 unpaid hours * \$22.50.) The potential liability amount for this claim is \$299,992.50. This amount was discounted by 90% to account for the difficulty of certifying an off-the-clock claim and the defenses to the claim. Specifically, this claim can only be proved through testimony of class members alone as there are no records to show this off-the-clock work. Additionally, Defendant

1 could rebut this testimony through their own testimony that no such thing occurs. Moreover,
2 Defendant produced records from a security company which showed what times employees
3 entered and left the premises, and those records sometimes showed that employees actually
4 worked less than their scheduled hours. Accordingly, I arrived at a realistic damage estimate of
5 **\$29,999.25 for off-clock claim.**

6 16. Plaintiff's meal claims are based on the theories that Defendant did not provide or
7 maintain sufficient policies or time records to reflect taken compliant meal breaks. Because there
8 are no records to show if compliant meal breaks were taken, we had to assume 100% violation.
9 Our assumption is especially true since Plaintiff was always on shifts by herself and therefor
10 there was no other employee who could have relieved her of her duties to take a 30-minute,
11 uninterrupted meal breaks. Plaintiff's expert simply analyzed the data to determine that there are
12 about 40,000 non-compliant meal breaks in the Class Period. Thus, potential liability for the meal
13 period claim is \$600,000.00 (40,000 violations * \$15.00 per hour). This amount was discounted
14 by 90% to account for the difficulty of certifying and the defenses to the claim. Accordingly, I
15 arrived at a realistic damage estimate of **\$60,000.00 for the meal period claim.**

16 17. With respect to the rest period claim, Plaintiff alleges that Defendant failed to
17 provide or maintain any rest period policy whatsoever. Plaintiff's expert simply analyzed the data
18 to determine that there are about 40,000 non-compliant rest breaks in the Class Period. Thus,
19 potential liability for the rest period claim is \$600,000.00 (40,000 violations * \$15.00 per hour).
20 This amount was discounted by 90% to account for the difficulty of certifying and the defenses
21 to the claim. Moreover, Defendant argued that it satisfied all of its obligations with respect to rest
22 breaks. Accordingly, I arrived at a realistic damage estimate of **\$60,000.00 for the meal period**
23 **claim.**

24 18. With respect to Plaintiff's derivative claim for statutory penalties, Plaintiff
25 estimated that Defendant's potential liability is \$151,200.00. However, it would be unrealistic to
26 expect the Court to award the full amount given Defendant's defenses and Plaintiff's lack of
27 proof. Weighing these factors and applying an 85% discount to account for the risk and
28 uncertainty of prevailing at trial, I arrive at **\$22,680.00.**

1 19. **Using these estimated figures, Plaintiff predicted that the realistic maximum**
2 **recovery for all claims, including penalties, would be \$172,679.25.** This means that the
3 \$175,000.00 settlement figure represents approximately 101% of the realistic maximum
4 recovery. This is an excellent result for the Class. Indeed, because of the proposed Settlement,
5 class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable
6 judgment.

7 20. While Plaintiff is confident in the merits of her claims, a legitimate controversy
8 exists as to each cause of action. Plaintiff also recognize that proving the amount of wages due
9 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

10 21. The settlement obviates the significant risk that this Court may deny certification
11 of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or
12 some of the claims, continued litigation would be expensive, involving a trial and possible
13 appeals, and would substantially delay and reduce any recovery by the Settlement Class
14 Members.

15 22. This settlement avoids the risks and the accompanying expense of further
16 litigation. Although the parties had engaged in a significant amount of investigation, informal
17 discovery and class-wide data analysis, the parties had not yet completed formal written
18 discovery. Plaintiff intended to depose corporate officers and managers of Defendant.

19 23. The Net Settlement Amount available for Class Member settlement payments is
20 estimated to be \$89,666.67 for a class of 108 persons.² **As a result, each Settlement Class**
21 **Member is eligible to receive an average net benefit of approximately \$830.25. Considering**
22 **that the Class Members' average hourly rate is \$15.00, the average net benefit is**
23 **approximately 55.35 hours of work.**

24 24. The proposed settlement of \$175,000.00 therefore represents a substantial
25 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the

26 _____
27 ² The Net Settlement Amount is: \$175,000.00 minus \$5,000.00 for class representatives
28 service payments, minus up to \$10,000.00 in administration costs, minus \$58,333.33 for Class
Counsel's attorneys' fees, and minus up to \$12,000.00 in attorneys' costs for Class Counsel's
litigation expenses.

1 risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof
2 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that
3 the settlement amount of \$175,000.00 is within the “ballpark” of reasonableness, and preliminary
4 settlement approval is appropriate.

5 SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

6 25. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
7 cooperated immensely with my office and have taken many actions to protect the interests of the
8 class. Plaintiff provided valuable information regarding her duties and missed meal and rest
9 periods. Plaintiff participated in decisions concerning this action, assisted in preparation for the
10 mediation, attended a full-day deposition, and provided my office with the names and contact
11 information of potential witnesses. The information provided by Plaintiff was instrumental in
12 establishing the wage and hour violations alleged in this action, and the recovery provided for in
13 the settlement agreement would have been impossible to obtain without her participation.

14 26. At the same time, Plaintiff faced many risks in adding herself as the class
15 representatives in this matter. Plaintiff faced actual risks with her future employment, as putting
16 herself on public record in an employment lawsuit could also very well affect their likelihood for
17 future employment. Furthermore, as part of this settlement, Plaintiff is executing a general
18 release of all claims against Defendant.

19 27. In turn, class members will now have the opportunity to participate in a settlement,
20 reimbursing them for wage violations they may have never known about on their own or been
21 willing to pursue on their own. If these class members would have each tried to pursue their
22 legal remedies on their own, that would have resulted in each having to expend a significant
23 amount of their own monetary resources and time, which were obviated by Plaintiff putting
24 herself on the line on behalf of these other class members.

25 28. In the final analysis, this class action would not have been possible without the aid
26 of Plaintiff, who put her own time and effort into this litigation and placed themselves at risk for
27 the sake of the class members. The requested service payment for Plaintiff for her service as the
28 class representative and for her general release of all individual claims are relatively small

1 amounts of money when the time and effort put into the litigation are considered and in
2 comparison, to enhancements granted in other class actions. The requested incentive award is
3 therefore reasonable to compensate Plaintiff for her active participation in this lawsuit.

4 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

5 29. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
6 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$58,333.33,
7 plus actual costs and expenses not to exceed \$12,000.00. The proposed award of attorneys' fees
8 to Class Counsel in this case can be justified under either method – lodestar or percentage
9 recovery. Class Counsel, however, intend to base the proposed award of fees, costs and expenses
10 on the percentage method as many of the entries in the time records will have to be redacted to
11 preserve attorney-client and attorney work product privileges.

12 30. I am informed and believe that the fee and costs provision is reasonable. The fee
13 percentage requested is less than that charged by my office for most employment cases. My
14 office invested significant time and resources into the case, with payment deferred to the end of
15 the case, and then, of course, contingent on the outcome.

16 31. It is further estimated that my office will need to expend at least another 50 to 100
17 hours to monitor the process leading up to the final approval and payments made to the class.
18 My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

19 32. The risk to my office has been very significant, particularly if we would not be
20 successful in pursuing this class action. In that case, we would have been left with no
21 compensation for all the time taken in litigating this case. Indeed, I have taken on a number of
22 class action cases that have resulted in thousands of attorney hours being expended and
23 ultimately having certification denied or the defendant company going bankrupt. The contingent
24 risk in these types of cases is very real and they do occur regularly. Furthermore, we were
25 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
26 less risky, monetary gain.

27 33. Because most individuals cannot afford to pay for representation in litigation on
28 an hourly basis, Moon & Yang, APC represents virtually all of its employment law clients on a

1 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
2 we prevail at trial or successfully settle our clients' cases. Because Moon & Yang, APC is taking
3 the risk that we will not be reimbursed for our time unless our client settles or wins his or her
4 case, we cannot afford to represent an individual employee on a contingency basis if, at the end
5 of our representation, all we are to receive is our regular hourly rate for services. It is essential
6 that we recover more than our regular hourly rate when we win if we are to remain in practice so
7 as to be able to continue representing other individuals in civil rights employment disputes.

8 34. As of the drafting of this motion, my office has incurred around \$10,607.59 in
9 expenses litigating this action, and we anticipate accruing additional costs up to Final Approval
10 of the Settlement. These expenses were reasonably necessary to the litigation and were actually
11 incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in
12 the Settlement Agreement. In the event costs do not reach or exceed the maximum amount
13 allowed in the settlement agreement, the difference will revert to the class members.

14 MY EXPERIENCE AND QUALIFICATIONS

15 35. Moon & Yang, APC has been engaged in the practice of employment and labor
16 law for almost a decade, and presently focuses exclusively on plaintiffs' employment law. The
17 firm and its lawyers have successfully settled hundreds of cases during that time, including class
18 action cases. The firm and its lawyers have also tried both bench and jury trials (representing
19 both plaintiffs and defendants) relating to employment matters. Moon & Yang, APC has been
20 appointed lead or co-lead class counsel in federal and state courts in California. In addition to
21 the present case, I am also class counsel for dozens of other putative wage-and-hour class-action
22 lawsuits pending in various state and federal jurisdictions throughout California.

23 36. I received a B.A. in History in 1998 from UCLA. I received my J.D. from Loyola
24 Marymount Law School in 2006. I became an Active Member of the State Bar of California in
25 June 2007, and have been an Active Member in good standing continuously since then. I am a
26 current member of the California Employment Lawyers Association (CELA).

1 37. I co-founded Moon & Yang, APC in March 2010. Currently, my practice is
2 focused exclusively on advocating for the rights of employees in wage-and-hour litigation,
3 primarily in class actions.

4 38. For the past decade, I have built my practice to have an emphasis on employment
5 and related civil litigation. I have been heavily, successfully, and continuously involved in active
6 litigation and trial work, and have conducted bench and jury trials on behalf of both employees
7 and employers in wage and hour cases.

8 39. I served as lead or co-lead in negotiating wage-and-hour class action settlements
9 worth over \$12.5 million in gross recovery to class members in 2018. A selection of cases
10 wherein I served as lead or co-lead class counsel in matters that have resolved includes: *Mark*
11 *Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433
12 *JVS(JCGx)*, 2018 WL 6616659 (class size approx. 2,650) (In approving my \$650 hourly rate, the
13 Court found: “Class Counsel's declarations show that the attorneys are experienced and
14 successful litigators. Other courts have approved the attorneys' current rates for the Moon &
15 Yang, APC attorneys.” (*Id.* at *10.)); *Sison v. Cha Hollywood Medical Center, L.P.*, No.
16 BC644129 (2,137 class members); *Jones v. Fitness Alliance, LLC*, No. PSC1404079 (class size
17 approx. 995); *Martinez v. Bail Hotline Bail Bonds, Inc.*, No. BC700131 (class size approx. 173);
18 *Solano v. Bhart & Harish International, LLC*, No. BC659761 (class size approx. 90); *Rivera v.*
19 *Complete Landscape Care, Inc.*, No. BC663463 (class size approx. 185); *Jones v. Citiguard, Inc.*,
20 No. BC664890 (class size approx. 587); *Slaughter v. ACA Security Stems, LP*, No BC699137
21 (class size approx. 300); *Garcia v. Comfy U.S.A. Apparel, Inc.*, No. BC709630 (class size
22 approx. 210); *De Leon v. Nasa Services, Inc.*, No. BC682425 (class size approx. 150); *Lagos v.*
23 *Thyssenkrupp Elevator Corporation*, No. BC62972 (\$750,000 for 65 class members).

24 40. My office is qualified to handle this litigation because we are experienced in
25 litigating Labor Code violations in both individual and class actions. The attorneys at my office
26 have been appointed as lead or co-lead counsel in numerous wage and hour class actions in State
27 and federal courts by way of motion for settlement approval. Including myself, Moon & Yang,
28 APC comprises seven attorneys, all of whom are actively and continuously practicing

1 employment litigation, representing almost entirely employee plaintiffs, in both individual and
2 class actions, in this Superior Court, and other Superior Courts throughout the State, in the Court
3 of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge
4 and experience in areas of wage and hour class actions, and labor and employment law.

5 41. My office invested significant time and resources into the case, with payment
6 deferred to the end of the case, and then, of course, contingent on the outcome. My office's
7 efforts included, without limitation, the following:

- 8 (a) Numerous interviews with Plaintiff and review of documents provided by
9 her;
- 10 (b) Legal research and investigation regarding the Defendant's practices at
11 numerous points in the litigation;
- 12 (c) Preparation of multiple drafts of the original class action complaint and
13 finalization and filing of the original class action complaint;
- 14 (d) Extensive "meet and confer" correspondence and discussions with
15 Defendant's counsel to obtain relevant documents and information through
16 informal discovery;
- 17 (e) Contacting witnesses;
- 18 (f) Preparing and attending for Plaintiff's full-day deposition;
- 19 (g) Analysis of the audit results and preparation of a damages model with the
20 aid of a statistics expert;
- 21 (h) Research and preparation of Plaintiff's mediation brief;
- 22 (i) Attendance at mediation;
- 23 (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement
24 Agreement and attachments; and
- 25 (k) Preparation of the motion for preliminary approval.

26 42. Through the efforts of my office and Plaintiff in this case, a fair and reasonable
27 resolution has been reached that includes a settlement payment by Defendant of \$175,000.00 to
28 compensate settlement Class Members for Defendant's wage and hour practices. I am informed

1 and believe that, without the efforts of my office, the Labor Code and Wage Order violations
2 alleged in the Complaint would have gone completely unremedied.

3 43. I do not believe that I have any conflicts of interest with the Class or with the
4 Class Representative. I am not related to the Class Representative. Nor do I, or any member of
5 my firm, have any financial interest in the cy pres recipient. I respectfully submit that I and
6 Moon & Yang, APC are well suited to act as Class Counsel in this action, and we have and will
7 continue to vigorously represent the interests of the Class.

8 I declare under penalty of perjury under the laws of the State of California and the
9 United States that the foregoing is true and correct.

10 Executed on April 28, 2020 at Los Angeles, California.

11
12 
13 _____
Kane Moon

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the county of Los Angeles, State of California. I am over the age of 18
5 and not a party to this action. My business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, CA 90017. On **April 28, 2020**, I served the foregoing document described as:

6 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF’S MOTION FOR**
7 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed
as follows:

9 Richard A. Lezanby, Esq.
10 *Rlazenby@victorrane.com*
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11 *Gcollins@ victorrane.com*
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14 *Attorneys for Defendant Double AA Corporation*

15 [] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
16 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with
17 the firm’s practice of collection and processing correspondence for mailing. Under that
18 practice it would be deposited with U.S. postal service on that same day with postage
thereon fully prepaid at Los Angeles, California in the ordinary course of business. I
19 am aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

20 [] **BY PERSONAL DELIVERY:** I delivered said document(s) to the office of the
addressee shown above under whom it says delivered by personal delivery.

21 [X] **BY Via Court Approved Efiling & Eservice Vendor: FILE & SERVE EXPRESS:**
22 by transmitting via electric service the document(s) listed above to the parties and or
email address(es) set forth below.

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

25 Executed this **April 28, 2020** at Los Angeles, California.

26 Jackeline Hernandez
27 Type or Print Name

/s/ Jackeline Hernandez
Signature

Exhibit 1

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2 Allen Feghali (SBN 301080)
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26 Telephone: (415) 365-1810
27 Facsimile: (415) 376-5136
28 *Attorneys for Defendant Double AA Corporation*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MALU VAESAU, individually, and on behalf of
ALL Others similarly situated,

Plaintiff,

vs.

DOUBLE AA CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-19-572598

Hon. Teri L. Jackson, Dept 613

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: January 7, 2019

Trial date: Not set

1 8. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and
2 agree that the requisites for establishing class certification with respect to the Class Members have been
3 met and are met. More specifically, for settlement purposes only, the Parties stipulate and agree that:

4 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
5 Class Members.

6 (b) There are common questions of law and fact including, but not limited to, the
7 following:

8 1) Whether or not Defendant paid proper wages to the Class;

9 2) Whether or not Defendant provided meal periods to the Class;

10 3) Whether or not Defendant provided rest periods to the Class;

11 4) Whether or not Defendant paid compensation timely upon separation of
12 employment to former Class Members;

13 5) Whether or not Defendant paid compensation timely throughout Class
14 Members' employment;

15 6) Whether or not waiting-time penalties are available to the Class for
16 violation of California Labor Code § 203;

17 7) Whether or not Defendant maintained requisite records;

18 8) Whether or not Defendant paid proper meal period pay or rest period pay to
19 the Class;

20 9) Whether or not Defendant engaged in unlawful or unfair business practices
21 affecting the Class in violation of California Business and Professions
22 Code §§ 17200-17208; and,

23 (c) Plaintiff's claims are typical of the claims of the Class Members.

24 (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
25 Class.

26 (e) The prosecution of separate actions by individual members of the Class would
27 create the risk of inconsistent or varying adjudications, which would establish
28 incompatible standards of conduct.

1 (f) With respect to the Class, questions of law and fact common to the members of the
2 Class predominate over any questions affecting any individual member in such
3 Class, and that a class action is superior to other available means for the fair and
4 efficient adjudication of the controversy.

5 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
6 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this
7 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's claims,
8 Defendant contends, among other things, that Plaintiff and the Class Members have been paid proper
9 wages, have been provided meal periods, have been provided rest periods, have been paid timely wages
10 upon separation of employment, have had all necessary business expenses reimbursed, and have been
11 provided with accurate itemized wage statements. Defendant contends, among other things, that they have
12 complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial
13 Welfare Commission. Furthermore, with respect to all claims, Defendant contends that they have
14 complied at all times with the California Business and Professions Code.

15 10. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all
16 disputes and claims arising from or related to the Complaint.

17 11. Class Counsel has conducted a thorough investigation into the facts of this class action case,
18 including an extensive review of relevant documents, and has diligently pursued an investigation of the
19 claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class
20 Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set
21 forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the
22 Class in light of all known facts and circumstances, including the risk of significant delay, the risk the
23 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate
24 issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of
25 the Class.

26 12. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
27 preliminary and final approval of this settlement.

28 13. This Settlement provides for a non-reversionary process requiring Defendant to issue payments

1 to Class Members according to a specified formula based on Covered Workweeks. **The maximum total**
2 **payment under the Settlement, including all attorney’s fees and costs, the service payment to the**
3 **named Plaintiff, the costs of claims administration, and any other payments provided by this**
4 **Settlement, is \$175,000 (“Gross Settlement Amount”), except that, to the extent that any portions of**
5 **the Class Members’ settlement proceeds constitute wages, Defendant will be separately responsible**
6 **for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI**
7 **contributions.** Subject to paragraph 13(a) immediately below, and except for any employer payroll taxes,
8 it is understood and agreed that Defendant’s maximum total liability under this Settlement shall not exceed
9 the Gross Settlement Amount.

- 10 (a) If as of the end of the Class Period the actual number of class members is more
11 than 10% larger than the estimated number of 108 individuals (i.e., 118 or more
12 Class Members) the Gross Settlement Amount shall be increased by the percentage
13 by which the actual number of class members exceeds the estimated number of 108
14 individuals. The Gross Settlement Amount will not be reduced due to Defendant’s
15 estimate.

16 TERMS OF SETTLEMENT

17
18 14. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set
19 forth herein, the Parties agree, subject to the Court’s approval, as follows:

- 20 (a) It is agreed by and among the Class and Defendant that this case and any claims,
21 damages, or causes of action arising out of the disputes which are the subject of
22 this case, be settled and compromised as between the Class and Defendant, subject
23 to the terms and conditions set forth in this Settlement and the approval of the
24 Court.
- 25 (b) Effective Date: If no plaintiffs intervene and there are no objections, the terms of
26 settlement embodied in this Settlement shall become effective when all of the
27 following events have occurred: (i) this Joint Stipulation of Settlement has been
28 executed by all Parties and their respective counsel; (ii) the Court has given

1 preliminary approval to the Settlement; (iii) the notice has been given to the Class,
2 providing them with an opportunity to dispute information contained in the Notices
3 of Settlement Payment, to opt out of the Settlement, or to object to the Settlement;
4 and (iv) the Court has held a final approval hearing and entered a final order and
5 judgment certifying the Class and approving this Settlement (“Final Approval”). If
6 a plaintiff intervenes and/or there is an objection, this Settlement shall become
7 effective only when the following additional events have occurred (i) final
8 affirmation of the Final Approval from any appeal, the expiration of the time for, or
9 the denial of, a petition to review the Final Approval, or if review is granted, the
10 date of final affirmation of the Final Approval following review pursuant to that
11 grant; or (ii) the date of final dismissal of any appeal from the Final Approval or
12 the final dismissal of any proceeding to review the Final Approval, provided that
13 the Final Approval is affirmed and/or not reversed in any part; (iii) if no plaintiffs
14 intervene but objections are filed, the expiration date of the time for the filing or
15 noticing of any appeal from the Court’s Final Approval of the Settlement, as
16 determined under Rule 8.104(a)(3) of the California Rules of Court.

17 (c) Net Settlement Amount: The Net Settlement Amount shall be calculated by
18 deducting from the Gross Settlement Amount (\$175,000) the following sums,
19 subject to approval by the Court: (1) attorney’s fees (not to exceed 33 1/3% of the
20 Gross Settlement Amount, or \$58,333.33); (2) reasonable litigation costs (not to
21 exceed \$12,000); (3) service payment for Plaintiff and Class Representative (not to
22 exceed \$5,000); and (4) costs of claims administration (estimated not to exceed
23 \$10,000). Settlement payments to the Class Members will be calculated by the
24 Claims Administrator and paid out of the Net Settlement Amount as set forth
25 below.

26 (d) Payroll Taxes and Required Withholdings: To the extent that any portions of the
27 Class Members’ settlement proceeds constitute wages, Defendant will be
28 separately responsible for any employer payroll taxes required by law, including

1 the employer FICA, FUTA, and SDI contributions. Except for any employer
2 payroll taxes, it is understood and agreed that Defendant's maximum total liability
3 under this Settlement shall not exceed the Gross Settlement Amount.

4 (e) Settlement Payments: Settlement Payments will be paid out of the Net Settlement
5 Amount. Each Class Member will be paid a pro-rata share of the Net Settlement
6 Amount, as calculated by the Claims Administrator. The pro-rata share will be
7 determined by comparing the individual Class Member's Covered Workweeks
8 employed during the Class Period in California to the total Covered Workweeks of
9 the Class during the Class Period. Class Members will be paid Settlement
10 Payments based on the shares as calculated by the Claims Administrator.
11 Settlement Payments in the appropriate amounts will be distributed by the Claims
12 Administrator by mail to the Class Members. Un-cashed, unclaimed or abandoned
13 checks, shall be transmitted in accordance with California Code of Civil Procedure
14 § 384(b), as set forth below.

15 (f) Allocation of Settlement Payments: The Parties have agreed that all Settlement
16 Payments will be allocated as follows: 50% to wages, 20% to penalties, and 30% to
17 interest. Appropriate federal, state and local withholding taxes will be taken out of
18 the wage allocations, and each Class Member will receive an IRS Form W-2 with
19 respect to this portion of the Settlement Payment. The employer's share of payroll
20 taxes and other required withholdings will be paid as set forth above, including but
21 not limited to the Defendant's FICA and FUTA contributions, based on the
22 payment of claims to the Class Members. IRS Forms 1099 will be issued to each
23 Class Member reflecting the payments for penalties and interest. Class Members
24 are responsible to pay appropriate taxes due on the Settlement Payments they
25 receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to
26 each Class Member with respect to such payments.

27 (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
28 Payments to individual Class Members shall be deemed to be paid to such Class

1 Member solely in the year in which such payments actually are received by the
2 Class Member. It is expressly understood and agreed that the receipt of such
3 Settlement Payments will not entitle any Class Member to additional compensation
4 or benefits under any company bonus, contest or other compensation or benefit
5 plan or agreement in place during the period covered by the Settlement, nor will it
6 entitle any Class Member to any increased retirement, 401(k) benefits or matching
7 benefits or deferred compensation benefits. It is the intent that the Settlement
8 Payments provided for in this Settlement are the sole payments to be made by
9 Defendant to the Class Members, and that the Class Members are not entitled to
10 any new or additional compensation or benefits as a result of having received the
11 Settlement Payments (notwithstanding any contrary language or agreement in any
12 benefit or compensation plan document that might have been in effect during the
13 period covered by this Settlement).

14 (h) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
15 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of
16 the Gross Settlement Amount (\$58,333.33) and litigation costs not to exceed
17 \$12,000.

18 (i) Service Payments for Class Representative: Subject to Court approval, and in
19 exchange for a general release, Defendant will not object to Class Counsel's
20 application for a Service Payment of up to \$5,000 for Plaintiff for her service as the
21 Class Representative. It is understood that this Service Payments is in addition to
22 the individual Settlement Payments to which the Class Representative is entitled to
23 along with the other Class Members. Defendant or the Claims Administrator will
24 issue an IRS Form 1099 for the Service Payment to the Class Representative. The
25 Class Representative will be responsible for correctly characterizing this
26 compensation on her personal income tax returns for tax purposes and for paying
27 any taxes on the amounts received. Should the Court approve a Service Payment
28 to the Class Representative in an amount less than that set forth above, the

1 difference between the lesser amount approved by the Court and the Service
2 Payment amount set forth above shall be added to the Net Settlement Amount.
3 The Claims Administrator will pay the court-approved Class Representative
4 Service Payment within twenty (20) calendar days of the Effective Date of the
5 Settlement.

6 (j) Claims Administrator: The Claims Administrator will be ILYM Group, Inc. or
7 such other claims administrator as may be mutually agreeable to the Parties and
8 approved by the Court. Claims administration costs are estimated not to exceed
9 \$10,000 (and are likely to be substantially less than that amount). The costs of the
10 Claims Administrator for work done shall be paid regardless of the outcome of this
11 Settlement.

12 (k) Funding of Settlement Account: Defendant will fund the settlement account within
13 15 calendar days of the Effective Date of the Settlement.

14 (l) Mailing of Settlement Payments: The Claims Administrator shall cause the
15 Settlement Payments to be mailed to the Class Members within twenty (20)
16 calendar days of the Effective Date of the Settlement.

17 (m) Notice of Settlement Payment: For each Class Member in the Settlement Class,
18 there will be pre-printed information on the Notice of Settlement Payment mailed
19 to the Class Member, based on Defendant's records, stating the Class Member's
20 Covered Workweeks during the Class Period and the estimated Settlement
21 Payment under the Settlement. The pre-printed information based on Defendant's
22 records shall be presumed to be correct. A Class Member may dispute the pre-
23 printed information on the Notice of Settlement Payment as to his or her Covered
24 Workweeks during the Class Period. Class Members have sixty (60) calendar days
25 from the original date of mailing the Notice of Settlement Payment to dispute the
26 information on the Notice of Settlement Payment as to his or her Covered
27 Workweeks. Unless a disputing class member submits documentary evidence in
28 support of his or her dispute, the records of the Defendant will be determinative.

1 (n) Resolution of Disputes: If a Class Member disputes the accuracy of Defendant's
2 records, and the Parties' counsel cannot resolve the dispute informally, the matter
3 will be referred to the Claims Administrator. The Claims Administrator will
4 review Defendant's records and any information or documents submitted by the
5 Class Member and issue a non-appealable decision regarding the dispute. The
6 Class Member must submit information or documents supporting his or her
7 position to the Claims Administrator prior to the expiration of the 60-day claims
8 period. Information or documents submitted after the expiration of the 60-day
9 claims period will not be considered by the Claims Administrator, unless otherwise
10 agreed to by the Parties.

11 (o) Right Of Class Member To Request Exclusion From The Settlement: Any Class
12 Member may request to be excluded from the Class by mailing a "Request for
13 Exclusion from Settlement" within sixty (60) calendar days from the original date
14 of the mailing of the Notice of Class Action Settlement by the Claims
15 Administrator. Any Request for Exclusion must include the name, address,
16 telephone number and signature of the Class Member requesting exclusion. Any
17 such request must be made in accordance with the terms of the Notice of Class
18 Action Settlement. Any Class Member who timely requests exclusion in
19 compliance with these requirements (i) shall not have any rights under this
20 Settlement; (ii) shall not be entitled to receive any Settlement Payments under this
21 Settlement; and (iii) shall not be bound by this Settlement or the Court's Order and
22 Final Judgment.

23 (p) Right of Class Member To Object To The Settlement: A Settlement Class
24 Member who wishes to object to the Settlement must submit to the Settlement
25 Administrator a written brief or statement of objection. The objection must (1)
26 state the full name of the Settlement Class Member; (2) be signed by the
27 Settlement Class Member; (3) state the grounds for the objection; and (4) be
28 postmarked by the Response Deadline and returned to the Settlement

1 Administrator at the address specified on the Notice.

2 **SETTLEMENT ADMINISTRATION**

3 15. Subject to the Court's approval, the Parties have agreed to the appointment of ILYM Group,
4 Inc. to perform the customary duties of Claims Administrator. The Claims Administrator will mail the
5 Notice of Class Action Settlement and Notice of Settlement Payment to the Class Members. There will be
6 a sixty (60) day period from the date the Claims Administrator mails the Notice of Class Action Settlement
7 and Notice of Settlement Payment for Class Members to submit a claim, to dispute the information
8 contained in the Notice of Settlement Payment, to file an objection, or to request exclusion (opt-out) from
9 the Settlement.

10 16. The Claims Administrator will independently review the Covered Workweeks attributed to
11 each Class Member and will calculate the amounts due to each Class Member in accordance with this
12 Settlement. The Claims Administrator shall report, in summary or narrative form, the substance of its
13 findings. The Claims Administrator shall be granted reasonable access to Defendant's records in order to
14 perform its duties.

15 17. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant, the
16 Claims Administrator will issue and send out the Settlement Payment checks to the Class Members. Tax
17 treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal
18 tax laws. All disputes relating to the Claims Administrator's performance of its duties shall be referred to
19 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
20 Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

21 **ATTORNEY'S FEES AND COSTS**

22 18. In consideration for resolving this matter and in exchange for the release of all claims by the
23 Class Members, and subject to approval by the Court, Defendant will not object to Class Counsel's
24 application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$58,333.33) and
25 litigation costs not to exceed \$12,000. The amounts set forth above will cover all work performed and all
26 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
27 connection with the approval by the Court of this Settlement and administration of the Settlement. Should
28 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees

1 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth
2 above shall be added to the Net Settlement Amount. The attorney's fees and costs approved by the Court
3 shall be paid to Class Counsel within twenty (20) calendar days following the Effective Date of the
4 Settlement.

5 **NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT**

6 19. A Notice of Class Action Settlement in approximately the form attached hereto as Exhibit "A,"
7 and as approved by the Court, shall be sent by the Claims Administrator to the Class Members by first
8 class mail. In addition, a Notice of Settlement Payment in approximately the form attached hereto as
9 Exhibit "B," and as approved by the Court, shall also be sent by the Claims Administrator to the Class
10 Members by first class mail. Certified translations of Exhibits "A" and "B" from English to Spanish shall
11 also be provided to all Class Members. Any returned envelopes from this mailing with forwarding
12 addresses will be utilized by the Claims Administrator to forward the Notices to the Class.

13 (a) Within 15 calendar days from the date of preliminary approval of this Settlement
14 by the Court, Defendant shall provide to the Claims Administrator a class database
15 containing the following information for each Class Member: (1) name; (2) last
16 known address; (3) last known telephone number; (4) social security number; (5)
17 dates of employment at Defendant's facilities in California; and (6) Covered
18 Workweeks during the Class Period. This database shall be based on Defendant's
19 payroll and other business records and shall be provided in a format acceptable to
20 the Claims Administrator. Defendant agrees to consult with the Claims
21 Administrator prior to the production date to ensure that the format will be
22 acceptable to the Claims Administrator. The Claims Administrator will run a
23 check of the Class Members' addresses against those on file with the U.S. Postal
24 Service's National Change of Address List; this check will be performed only once
25 per Class Member by the Claims Administrator. Absent mutual written agreement
26 of counsel for the Parties or Court order, the Claims Administrator will keep this
27 database confidential and use it only for the purposes described herein, and will
28 return this database to Defendant upon final approval of the settlement or destroy

1 electronic records containing the database after the Settlement is final and all
2 payments are distributed as required under this Agreement.

3 (b) Within 15 calendar days after the Class database is provided to the Claims
4 Administrator, the Claims Administrator will mail the Notices of Class Action
5 Settlement and Notices of Settlement Payment to the Class Members by first class
6 United States mail. There will be a 60 day period from the date the Notices of
7 Class Action Settlement and Notices of Settlement Payment are mailed during
8 which Class Members can submit a claim, dispute the information contained in the
9 Notice of Settlement Payment, file an objection, or request exclusion (opt-out)
10 from the Settlement.

11 (c) Notices returned to the Claims Administrator as non-deliverable during the 60
12 calendar-day period shall be resent to the forwarding address, if any, on the
13 returned envelope. A returned Notice will be forwarded only once per Class
14 Member by the Claims Administrator. If there is no forwarding address, the
15 Claims Administrator will do a computer search for a new address using the Class
16 Member's social security number; this search will be performed only once per
17 Class Member by the Claims Administrator. Upon completion of these steps by
18 the Claims Administrator, Defendant and the Claims Administrator shall be
19 deemed to have satisfied their obligations to provide the Notice of Class Action
20 Settlement and Notice of Settlement Payment to the affected Class Member. The
21 affected Class Member shall remain a member of the Class and shall be bound by
22 all the terms of the Settlement and the Court's Order and Final Judgment.

23 (d) The Claims Administrator will not send any reminder notices of any nature to the
24 Class Members.

25 (e) The Settlement Administrator shall also provide Class Members with notice of
26 entry of judgment by mail.

27 (f) Class Counsel shall provide to the Court, at least five calendar days prior to the
28 final approval hearing, a declaration by the Claims Administrator of due diligence

1 and proof of mailing with regard to the mailing of the Notices of Class Action
2 Settlement and Notices of Settlement Payment.

3 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

4 20. As set forth above, each Class Member will have 60 calendar days after the mailing of the
5 Notice of Class Action Settlement within which to postmark to the Claims Administrator any challenge or
6 dispute to the information on the Notice of Settlement Payment. No disputes will be honored if they are
7 postmarked after the 60 calendar-day period, unless the parties mutually agree to accept the untimely
8 dispute. Each Class Member is responsible to maintain a photocopy of any documents sent to the Claims
9 Administrator and a record of proof of mailing.

10 21. The Claims Administrator shall cause the Settlement Payments to be mailed to the Class
11 Members within 20 calendar days of the Effective Date of the Settlement. Settlement Payment checks
12 shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement checks
13 will automatically be cancelled by Defendant or the Claims Administrator if they are not cashed by the
14 Class Member within that time, and the Class Member's claims will remain released by the Settlement.
15 Settlement checks which have expired will not be reissued.

16 22. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall
17 become null and void, and any monies remaining in the distribution account shall be distributed to the
18 State of California's Unclaimed Property Fund in the names of the Settlement Class members who failed
19 to cash their checks. The Parties agree that this disposition results in no "unpaid residue" under California
20 Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class
21 Members, whether or not they all cash their Settlement Checks.

22 23. Upon completion of its calculation of Settlement Payments, the Claims Administrator shall
23 provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be
24 made to each Class Member (to be identified anonymously by employee number). A Declaration attesting
25 to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and
26 filed with the Court.

27 **RELEASE BY THE CLASS**

28 24. Upon the final approval by the Court of this Settlement, and except as to such rights or claims

1 as may be created by this Settlement, the Class Representative, the Class and each Class Member who has
2 not submitted a valid and timely request for exclusion, will release claims as follows:

3 (a) **Identity of Released Parties.** The Class Members, other than those who file
4 Exclusion (“opt-out”) Forms, will fully release and hold harmless Defendant, and
5 each of its/their former and present direct and/or indirect owners, dba's, affiliates,
6 parents, subsidiaries, brother and sister corporations, divisions, related companies,
7 successors and predecessors, and current and former employees, attorneys, officers,
8 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,
9 subrogees, executors, partners, privies, agents, servants, insurers, representatives,
10 administrators, employee benefit plans, and assigns of said entities (collectively
11 “Releasees”).

12 (b) **Claims Released By Class Members.** As of the Effective Date, and upon payment
13 of amounts set forth herein, and except as to such rights or claims as may be
14 created by this Agreement, each and every Settlement Class Member, on behalf of
15 himself or herself and his or her heirs and assigns, unless he or she has properly
16 elected to opt out of the class, hereby releases Releasees from the following claims
17 (“Released Claims”) for the entire Class Period:

18 1) any and all claims stated in the Action, implicitly or explicitly, including
19 but not limited to state and/or federal wage and hour claims (including all
20 claims under the California Labor Code and the Fair Labor Standards Act)
21 for unpaid wages, unreimbursed expenses, minimum wage, overtime, off-
22 the-clock work, meal periods, rest periods, interest, penalties, and attorneys'
23 fees, separation pay violations/waiting time penalties, withholding from
24 wages and the related provisions of the Labor Code including but limited to
25 Labor Code §§ 201-204, 210, 216, 218.6, 510, 512, 516, 558, 1174, 1194,
26 1198, and derivative claims for unfair business practices under California
27 Business & Professions Code Sections 17200 et seq. and all claims under
28 the Wage Order and Fair Labor Standards Act;

1 fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action
2 Settlement, the Parties shall apply to the Court for the entry of an order:

- 3 (a) Scheduling a final approval and fairness hearing on the question of whether the
4 proposed Settlement, including payment of attorney's fees and costs, and the Class
5 Representative's service payment, should be finally approved as fair, reasonable,
6 and adequate as to the members of the Class;
- 7 (b) Certifying a Class;
- 8 (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- 9 (d) Approving as to form and content the proposed Notice of Settlement Payment;
- 10 (e) Directing the mailing of the Notices; and
- 11 (f) Preliminarily approving the Settlement subject only to the objections of Class
12 Members and final review by the Court.

13 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

14 26. Following final approval by the Court of the Settlement provided for in this Joint Stipulation of
15 Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to
16 the Court a proposed final order and judgment containing provisions sufficient to accomplish the
17 following:

- 18 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
19 adequate, and directing consummation of its terms and provisions;
- 20 (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- 21 (c) Approving the service payment to the Class Representative; and
- 22 (d) Entering a final judgment in the action.

23 **NULLIFICATION AND TERMINATION**

24 27. In the event that this Settlement is not approved by the Court, or if for any reason the Effective
25 Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor
26 shall it be admissible in any subsequent proceedings either in this Court or any other judicial, arbitral,
27 administrative, investigative, or other court, tribunal, forum, or other proceeding, including without
28 limitation any wage and hour, or other litigation against Defendant.

1 **NO ADMISSION OF LIABILITY**

2 33. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
3 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
4 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has
5 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
6 attendant inconvenience and expenses.

7 **ENFORCEMENT ACTIONS**

8 34. In the event that one or more of the Parties to this Settlement institutes any legal action or other
9 proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
10 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
11 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees
12 incurred in connection with any enforcement actions.

13 **NOTICES**

14 35. Unless otherwise specifically provided herein, all notices, demands or other communications
15 given hereunder shall be in writing and shall be deemed to have been duly given as of the third business
16 day after mailing by United States registered or certified mail, return receipt requested, addressed as
17 follows:

18
19 **Class Counsel:**

20 Kane Moon
21 Allen Feghali
22 **MOON & YANG, APC**
23 1055 W. Seventh St., Suite 1880
24 Los Angeles, California 90017
25 Telephone: (213) 232-3128
26 Facsimile: (213) 232-3125
27 kane.moon@moonyanglaw.com
28 allen.feghali@moonyanglaw.com

Counsel for Defendant:

Jeffrey H. Lowenthal (State Bar No. 111763)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104

1 Telephone: (415) 421-3400
2 Facsimile: (415) 421-2234
3 E-mail: jlowenthal@steyerlaw.com

4 Richard A. Lazenby (State Bar No. 202105)
5 Email: rlazenby@victorrane.com
6 Geneva A. Collins (State Bar No. 187023)
7 Email: gcollins@victorrane.com
8 VICTOR RANE
9 101 Montgomery St. Suite 2300
10 San Francisco, California 90414
11 Telephone: (415) 365-1810
12 Facsimile: (415) 376-5136

8 CONSTRUCTION

9 36. The Parties hereto agree that the terms and conditions of this Settlement are the result of
10 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed
11 in favor of or against any party by reason of the extent to which any party or his, her or its counsel
12 participated in the drafting of this Settlement.

13 CAPTIONS AND INTERPRETATIONS

14 37. Paragraph titles or captions contained herein are inserted as a matter of convenience and for
15 reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision
16 hereof. Each term of this Settlement is contractual and not merely a recital.

17 MODIFICATION

18 38. This Settlement may not be changed, altered, or modified, except in writing and signed by the
19 Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance
20 in accordance with its terms or by a writing signed by the Parties hereto.

21 INTEGRATION CLAUSE

22 39. This Settlement contains the entire agreement between the Parties relating to the Settlement
23 and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
24 representations, and statements, whether oral or written and whether by a party or such party's legal
25 counsel, are merged herein. No rights hereunder may be waived except in writing.

26 BINDING ON ASSIGNS

27 40. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their
28 respective heirs, trustees, executors, administrators, successors and assigns.

1 **CLASS COUNSEL SIGNATORIES**

2 41. It is agreed that because the members of the Class are so numerous, it is impossible or
3 impractical to have each member of the Class execute this Settlement. The Notice of Class Action
4 Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of the release, and the
5 release shall have the same force and effect as if this Settlement were executed by each member of the
6 Class.

7 **COUNTERPARTS**

8 42. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and
9 when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed
10 an original, and, when taken together with other signed counterparts, shall constitute one Settlement,
11 which shall be binding upon and effective as to all Parties.

12 **PUBLICITY**

13 43. The Named Plaintiff and her counsel agree that they have not and will not publish the
14 Settlement. Named Plaintiff's counsel shall not issue any press releases or press statements regarding the
15 Settlement, identify Defendant or its counsel by name in any media including Class Counsel's website, or
16 have any communications with the press or media about the Lawsuit or the Settlement. However, nothing
17 in the provision shall be construed from as preventing the Parties from taking following actions: (a)
18 Named Plaintiff's counsel shall be allowed to refer to the Lawsuit and Settlement in other litigations to
19 support their adequacy as attorneys for a putative class or to justify an award of attorney's fees; (b) the
20 Parties shall have the right to disclose the Settlement as may be required under federal or state tax and/or
21 securities laws or under Generally Accepted Accounting Principles; (c) the Parties shall have the right to
22 disclose the Settlement to third parties without identifying the case name, case number, or names of any of
23 the Parties or Released Entities; (d) the Parties may refer to the Settlement, describe its terms, and file the
24 settlement agreement with the Court, and the Settlement Administrator in connection with any proceedings
25 which are reasonably necessary to obtain approval of the Settlement; (e) Named Plaintiff's counsel may
26 communicate with Settlement Class members or their representatives about this Settlement; and (f) the
27 Parties and their representatives may communicate with accountants or legal advisors regarding the
28 Settlement. Except for the previously listed exceptions, in response to any inquiries about the Lawsuit ,

1 the Parties may state that “the matter has been resolved.”

2 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

4 IT IS SO STIPULATED.

5 **Plaintiff & Class Representative:**

6 Dated: December 11, 2019

DocuSigned by:
Malu Vaesau
2787E920CB81472...
By: _____
MALU VAESAU

8
9 **Plaintiff’s Counsel:**

10 Dated: ~~December~~ April 27, 2020, 2019

MOON & YANG, APC
By: *[Signature]* FOR
Kane Moon
Allen Feghali
Attorneys for Plaintiff

14 **Defendant:**

15 Dated: December __, 2019

DOUBLE AA CORPORATION
By: _____
Print Name

Signature

Title

22 **Defendant’s Counsel:**

23 Dated: December __, 2019

VICTOR RANE
By: _____
Geneva Collins
Attorneys for Defendant Double AA Corporation

28

1 the Parties may state that "the matter has been resolved."

2 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

4 IT IS SO STIPULATED.

5 **Plaintiff & Class Representative:**

6 Dated: December __, 2019 By: _____
7 MALU VAESAU

9 **Plaintiff's Counsel:**

10 Dated: December __, 2019 MOON & YANG, APC
11
12 By: _____
13 Kane Moon
14 Allen Feghali
15 Attorneys for Plaintiff

14 **Defendant:**

15 Dated: December 24, 2019 DOUBLE AA CORPORATION
16
17 By: Wife Aish
18 _____
19 Print Name
20 _____
21 Signature
22 Resident
23 _____
24 Title

22 **Defendant's Counsel:**

23 January 10, 2020
24 Dated: ~~December~~ __, 2019 VICTOR RANE
25
26 By: Geneva Collins
27 _____
28 Geneva Collins
Attorneys for Defendant Double AA Corporation

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Vaesau v. Double AA Corporation
San Francisco County Superior Court Case No. CGC-19-572598

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY DEFENDANT DOUBLE AA CORPORATION IN CALIFORNIA AS A NON-EXEMPT (HOURLY PAID) EMPLOYEE AT ANY TIME DURING THE PERIOD OF JANUARY 7, 2015 THROUGH <EARLIER OF JANUARY 31, 2020, OR THE DATE WHEN THE COURT GRANTS PRELIMINARY APPROVAL>, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Vaesau v. Double AA Corporation*, San Francisco County Superior Court Case No. CGC-19-572598 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Teri L. Jackson <or other Judge assigned to this matter> on _____, 2020, at ____ a.m. in Department 613 of the San Francisco County Superior Court, 400 McAllister Street, CA 94102, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to exclude yourself from the Settlement and keep your right to pursue your own legal action against Defendant about the claims in this matter. If you choose this option, you must exclude yourself, in writing, from the Settlement. If you exclude yourself, you will <u>not</u> receive any benefits from the Settlement.
OBJECT	To object to the Settlement, you must mail a written explanation of why you don’t like the Settlement to the Claims Administrator. This option is available only if you do <u>not</u> exclude yourself from the Settlement. You must also state whether you intend to intervene in this lawsuit and become a named party to the Action.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt hourly paid employees of Defendant employed in California (“Covered Positions”) during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Claims Administrator. (The “Class Period” is January 7, 2015 through January 31, 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.)

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Malue Vaesau (“Plaintiff”) alleges on behalf of herself and the Class the following causes of action: (1) Failure to Pay Minimum and Straight Time Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203]; and (6) Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.]. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

1. Class Counsel

Kane Moon
Allen Feghali
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
allen.feghali@moonyanglaw.com

2. Defendant’s Counsel

Jeffrey H. Lowenthal, Esq.
STEYER LOWENTHAL
BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com

Richard A. Lazenby, Esq.
Email: rlazenby@victorrane.com
Geneva A. Collin, Esq.
Email: gcollins@victorrane.com
VICTOR RANE
101 Montgomery St. Suite 2300
San Francisco, California 90414
Telephone: (415) 365-1810
Facsimile: (415) 376-5136

The Court has appointed Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017, to represent you as “Class Counsel” for the Settlement Class. You do not have to pay Class Counsel separately. The attorneys will seek compensation by asking the Court for a share of the settlement proceeds. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$175,000 (the “Gross Settlement Amount”) for: (a) individual Settlement Payments to participating Class Members; (b) the Court-approved Class Representative Service Award to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; and (d) payment to the Claims Administrator for settlement administration services.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Award to Plaintiff, and claims administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement ("participating Class Members").

The Net Settlement Amount shall be divided among all participating Class Members on a pro rata basis based upon the total number of workweeks worked by each respective participating Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed on the **Notice of Settlement Payment** enclosed in this Notice Packet.

For tax reporting purposes, the payments to participating Class Members will be allocated fifty percent as wages, twenty percent as penalties, and thirty percent as interest. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Claims Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of participating Class Members receiving those payments.

All checks for individual Settlement Payments paid to participating Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time. Any monies remaining in the distribution account shall be distributed to the State of California's Unclaimed Property Fund in the names of the Settlement Class members who failed to cash their checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, and Claims Administration Costs. Class Counsel will ask the Court to award attorneys' fees up to \$58,333.33 (one-third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$12,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$5,000.00 for Plaintiff, for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion, will release claims as follows:

(a) The Class Members, other than those who file Exclusion ("opt-out") Forms, will fully release and hold harmless Defendant, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Releasees").

(b) **Claims Released By Class Members.** As of the Effective Date, and upon payment of amounts set forth herein, and except as to such rights or claims as may be created by this Agreement, each and every Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has properly elected to opt out of the class, hereby releases Releasees from the following claims ("Released Claims") for the entire Class Period:

- 1) any and all claims stated in the Action, implicitly or explicitly, including but not limited to state and/or federal wage and hour claims (including all claims under the California Labor Code and the Fair Labor Standards Act) for unpaid wages, unreimbursed expenses, minimum wage, overtime, off-the-clock work, meal periods, rest periods, interest, penalties, and attorneys' fees, separation pay violations/waiting

time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 510, 512, 516, 558, 1174, 1194, 1198, and derivative claims for unfair business practices under California Business & Professions Code Sections 17200 et seq. and all claims under the Wage Order and Fair Labor Standards Act;

2) Release of FLSA Claims: Without conceding that any release of claims under the Fair Labor Standards Act ("FLSA") requires any affirmative conduct or opt-in by Settlement Class members, the Parties agree that the cashing of checks by Settlement Class members shall be deemed an opt-in to an FLSA collective action, the settlement of which includes the FLSA releases specified in Paragraph 25(b)(1). Each Settlement Class member's check will include the following language, or words to that effect, immediately above the endorsement signature line: "I understand and acknowledge that, by cashing or depositing this check, I reiterate my agreement to the release set forth in the Agreement, including release of wage and hour claims, and to opt into the Settlement for purposes of the Fair Labor Standards Act (FLSA), and forever release any FLSA claims related to the claims asserted in the Action."; and,

3) any and all claims that were or could have been asserted based on the facts and/or claims pleaded in the Complaint or any amendments thereto for any purported violation of any local, state, or federal wage and hour laws, regulations, and/or ordinances, including such laws, regulations, and/or ordinances related to the non-payment of wages, minimum wages, overtime wages, or any other wage-related or recordkeeping-related claims; liquidated damages; attorneys' fees, costs and expenses; pre- and post-judgment interest; or damages or relief of any kind arising from the allegation that the Class Members were not properly compensated for all time worked on a daily or weekly basis, under state or federal law, at any time during the Class Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must submit a written objection and notice of intent to appear at the final approval hearing ("Notice of Objection") to the Claims Administrator at _____, [City], [State] [Zip]. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; (4) be must be postmarked on or before [**Response Deadline**] and returned to the Claims Administrator at the address listed above; and (5) state whether you intend to formally intervene and become a party of record in the action. You can also hire an attorney at your own expense to represent you in your objection. The Parties may file responses to any Notices of Objection at least five (5) days (or some other number of days as the Court shall specify) before the final approval hearing. Any Class Member who does not timely object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request to Be Excluded from the Settlement. If you do not want to be part of the Settlement, you must submit a written "Request to be Excluded from the Settlement" to the Claims Administrator at

_____, [City], [State] [Zip]. In order to be valid, your Request to be Excluded from the Settlement must be postmarked on or before **[Response Deadline]** and state as follows or in substantially similar terms:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE VAESAU V. DOUBLE AA CORPORATION CLASS ACTION LAWSUIT, SAN FRANCISCO COUNTY SUPERIOR COURT CASE NO. CGC-19-572598. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.”

Any Request for Exclusion must include your name, address, telephone number and the signature of the Class Member requesting exclusion. If you do not submit a signed Request to be Excluded from the Settlement on time (as shown by the postmark), your Request will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a signed Request to be Excluded from the Settlement, you will have no further role in the Action, and you will not be entitled to any benefit, including money, as a result of the Action and Settlement and will not be entitled to or permitted to assert an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Award to Plaintiff, and the claims administration costs on _____, 2020, at _____ a.m. in Department 613 of the San Francisco County Superior Court, 400 McAllister Street, CA 94102. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment. You are welcome to come at your own expense.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and all other records relating to the lawsuit are available for inspection and/or copying at the Clerk’s Office – Public Viewing Room of the San Francisco Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above, or call <INSERT> Toll Free at: 1(800) XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

SETTLEMENT PAYMENT ALLOCATION FORM

Vaesau v. Double AA Corporation
San Francisco County Superior Court Case No. CGC-19-572598

Calculation of Settlement Payments: Each participating Class Member’s share of the Net Settlement Amount shall be based upon his or her “Covered Workweeks,” or the total number of workweeks worked by current and former non-exempt hourly paid employees of Defendant employed in California (“Covered Positions”) during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Claims Administrator. (The “Class Period” is January 7, 2015 through January 31, 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.). Each participating Class Member’s individual Settlement Payment shall be calculated as follows:

Defendant shall provide the Claims Administrator with the Covered Workweeks for each participating Class Member; the Claims Administrator shall then (1) divide each participating Class Member’s Covered Workweeks by the total Covered Workweeks worked by all participating Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. This calculation yields the amount of the participating Class Member’s individual “Settlement Payment.” The individual Settlement Payment will be reduced by any required legal deductions and/or payroll withholdings.

Your Covered Workweeks and Estimated Individual Settlement Payment: According to Defendant’s records, your Covered Workweeks for the Class Period are <<CoveredWorkweeks>>. Based on the number of your Covered Workweeks, **your estimated individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Covered Workweeks stated above, you must send a letter to the Claims Administrator stating the reasons why you dispute the number of Covered Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Covered Workweeks you claim you worked from January 7, 2015, through <<DATE (January 31, 2020, or the date upon which the Court grants preliminary approval, whichever is sooner)>>.

Any disputes and supporting documentation must be mailed to the Claims Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

Double AA Corporation Settlement [Claims Administrator] [Address] [City, State Zip, Telephone Number]
--

If you dispute the number of Covered Workweeks stated above, Defendant’s records will be presumed accurate unless you are able to provide documentation to the Claims Administrator that establishes otherwise. The Claims Administrator will evaluate the evidence submitted by you and will make the final decision as to the Covered Workweeks that should be applied and/or the individual Settlement Payment to which you may be entitled. Such a determination will be final and binding, yet subject to review by Class Counsel, Defendant’s Counsel, and the Court.

Exhibit 2

Activities Export

04/27/2020
3:15 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/08/2019	\$	Admin fee ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	250.00	-	250.00
01/08/2019	\$	Complaint fee + One Legal fee ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	1,572.85	-	1,572.85
01/17/2019	\$	LWDA ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	75.00	-	75.00
02/04/2019	\$	DDS ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	139.97	-	139.97
03/13/2019	\$	One Legal ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	45.00	-	45.00
03/29/2019	\$	One Legal ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	71.93	-	71.93
05/29/2019	\$	One Legal ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	13.95	-	13.95
07/10/2019	\$	Flight and Hotel for hearing in SF ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	389.82	-	389.82
08/02/2019	\$	Mileage ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	21.92	-	21.92
							\$0.00	\$10,607.59
							0.0h	0.0h

Activities Export

04/27/2020
3:15 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/02/2019	\$	Uber ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	48.42	-	48.42
08/02/2019	\$	Uber ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	10.62	-	10.62
08/02/2019	\$	Uber ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	42.24	-	42.24
08/02/2019	\$	Parking ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	40.00	-	40.00
08/02/2019	\$	Travel misc. ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	34.19	-	34.19
08/02/2019	\$	File and Serve ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	58.00	-	58.00
10/29/2019	\$	Mediation fee (p) ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	4,000.00	-	4,000.00
11/04/2019	\$	Hotel and Flight ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	553.03	-	553.03
11/07/2019	\$	LAX Parking ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	80.00	-	80.00
							\$0.00	\$10,607.59
							0.0h	0.0h

Activities Export

04/27/2020
3:15 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/07/2019	\$	Lyft ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	37.38	-	37.38
11/07/2019	\$	Lyft ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	14.21	-	14.21
11/07/2019	\$	Lyft ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	14.79	-	14.79
11/07/2019	\$	Lyft ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	59.06	-	59.06
11/07/2019	\$	Meal expense ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	16.17	-	16.17
11/07/2019	\$	Meal expense ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	37.38	-	37.38
11/19/2019	\$	Southwest Airlines ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	497.96	-	497.96
11/19/2019	\$	Hotels.com ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	1,058.89	-	1,058.89
11/20/2019	\$	LAX ● Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	80.00	-	80.00
							\$0.00	\$10,607.59
							0.0h	0.0h

Activities Export

04/27/2020
3:15 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/20/2019	\$	Bart - travel <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	20.00	-	20.00
11/20/2019	\$	Le Meridian <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	37.47	-	37.47
11/20/2019	\$	Le Meridian <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	7.94	-	7.94
11/20/2019	\$	Meal expense <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	41.00	-	41.00
11/25/2019	\$	Abrams, Mah & Kahn (Reporters transcript for M. Vaesau) <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	531.90	-	531.90
12/02/2019	\$	Berger Consulting <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	687.50	-	687.50
02/13/2020	\$	File and Serve Express <input checked="" type="radio"/> Unbilled	00785-Vaesau Vaesau v. Double AA Corp. (ED)	Seung Yang	1.00	19.00	-	19.00
							\$0.00	\$10,607.59
							0.0h	0.0h

Exhibit 3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Vaesau v. Double AA Corporation

Saturday, April 25, 2020

Requesting Attorneys Name:
E-Mail Address:
ILYM Group Contact
E-Mail
Contact Number

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ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	108
Estimated Percentage of Undeliverable Mail	10%
Certified Spanish Translation	No
Reminder Postcard	Yes
NCOA	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Fee	\$100.00	1	\$100.00
Toll-Free Call Center Support	Flat Fee	\$50.00	1	\$50.00
Weekly Reports	Flat Fee	\$500.00	1	Waived

Subtotal \$910.00

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$2.00	108	\$216.00
USPS First Class Postage	Per Piece	\$0.55	108	\$59.40
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.55	11	\$27.54
Reminder Postcard, Includes Postage	Per Piece	\$0.85	105	\$89.25
Storage, Photocopies, Deliveries	Flat Fee	\$250.00	1	\$250.00

Subtotal \$642.19

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$2.00	108	\$216.00
Check Mailing Postage	Per Piece	\$0.55	108	\$59.40
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	6	\$12.96
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,588.36

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Uncashed Checks to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declarations	Hourly	\$125.00	3	\$375.00

Subtotal \$1,565.00

Total Case Estimate: \$7,355.55

Terms and Conditions

Provisions: The Case Estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/ size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the settlement agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of ILYM Group. All notifications are mailed out in English verbiage only unless specified otherwise. Additional costs will apply if translation for an additional language(s) are required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if the Settlement Agreement requires multiple state tax filing. **Pricing is good for 30 days.**

Mailing and Data Conversion: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive spreadsheet. ILYM Group cannot be liable for any errors or omissions arising due to additional work required for preparation of the original database. A minimum of five (5) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days if a National Change of Address update is requested.

Payment Terms: All postage charges and 50% of the final administration charges are due at the start of the case and will be billed immediately upon receipt of the data and/or Notice Documents. ILYM Group, Inc. bills are due upon receipt unless otherwise negotiated and agreed to with Counsel/Client. In the event settlement terms provide that ILYM Group, Inc. is to be paid out of the Settlement Fund, ILYM Group, Inc. will request that Counsel endeavor to make alternate payment arrangements for ILYM Group, Inc. charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by Defendant/Plaintiff, or no later than the time of disbursement.

Inclusion: ILYM Group, Inc.'s general policy is to not accept Claims via facsimile. However, in the event that facsimile filing of claims must be accepted, ILYM Group will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, ILYM Group, Inc. will require disclaimer language regarding facsimile transmissions. ILYM Group, Inc. shall not be responsible for any issues caused by the U.S.P.S.. ILYM Group, Inc. is not responsible for any information or data that was given to us by Counsel that is not accurate. All responses and data are strictly confidential.

Tax Reporting Requirements:

ILYM Group will file the necessary tax returns including the QSF federal and state returns. Payroll tax returns will be filed if necessary. To comply with the Employment Development Department's payroll tax filing requirements we will need the following information:

1. Defendant's EDD account number
2. Defendant's current unemployment rate. They should have this information in a recent EDD letter DE 2088 titled Notice of Contributions Rates.
3. Hire and dismissal dates of the class members so we can properly account for the periods that the wages relate to for each class member.
4. Power of Attorney form DE 48 from the defendant. This form is needed so we can report the unemployment, SDI and ETT taxes on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to the defendant's EDD account.
5. The Defendant's are responsible for reporting the SDI portion of the settlement payments on the class member's W-2. Ilym will file these forms on the defendant's behalf, if requested, for an additional fee. This will be an additional W-2 being issued for each class member because the SDI payments are to be reported under the defendant's EDD account and not the QSF's account. The Power of attorney form DE 48 will be needed in order for us to report the SDI payments on the defendant's behalf.