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Attorneys for Plaintiff Malu Vaesau

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

CLASS ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S
SUPPLEMENTAL BRIEFING IN
SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: TBD

Time: TBD

Dept. 613

I, KANE MOON, declare as follows:

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

RESPONSE TO CHECKLIST ITEM I:

RESPONSE TO CHECKLIST ITEM II:

With respect to Plaintiff's derivative claim for statutory penalties, Plaintiff only calculated

1 waiting time penalties for a total of 42 terminated employees during the class period with
2 \$15.00 average regular rate of pay (30 days per terminated employee). Class Counsel did not
3 allocate any amount to the UCL claim because With respect to Plaintiff's claim for waiting
4 time penalties, Defendant alleged that its good-faith belief that it paid all wages precluded the
5 imposition of waiting time penalties since Plaintiff could not prove that Defendant's alleged
6 failure to pay all final wages at the time of separation was "willful." For that reasons,
7 Defendant claimed that it did not engage in any unfair business practices. As such, no
8 monetary value was allocated to the UCL claim; however, Plaintiff alleged that Defendant's
9 violation of the Labor Code constituted unfair business practices, and that Plaintiff would be
10 entitled to seek damages based on a four-year statute of limitations provided by the UCL.

11 **B. Discounts:** The Tentative directs Plaintiff to provide a further explanation as to why the
12 risk of continued litigation warrants 85-90% discount. Although the risk of continued litigation is
13 a factor in the allocated discount, it is not the only factor.

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

- 22 • the risk that Plaintiff would be unable to establish liability for allegedly unpaid
23 straight time or overtime wages because of the lack of time records, *see Duran v. US*
24 *Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014) ("*Duran*"), *citing Dilts v. Penske*
25 *Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014) (dismissing certified off-the-clock
26 claims based on proof at trial);
- 27 • the risk that Defendant's challenged employment policies might not ultimately
28 support class certification or a class-wide liability finding, *see, Duran*, 59 Cal. 4th at

1 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification issue
2 without expressing opinion as to ultimate viability of proposition);

- 3 • the risk that uncertainties pertaining to the ultimate legality of Defendant's policies
4 and practices could preclude class-wide awards of statutory penalties under Labor
5 Code §§ 203 and 226(e);
- 6 • the risk that individual differences between Settlement Class Members could be
7 construed as pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal. 4th
8 at 19;
- 9 • the risk that individual differences between Settlement Class Members could be
10 construed as pertaining to liability, and not solely to damages; and
- 11 • the risk that lengthy trial or appellate litigation could ensue.

12 ○ **KULLAR/MUNOZ ANALYSIS: Unpaid wages**

- 13 • Plaintiff's claims for unpaid wages rested upon allegations of
14 unpaid overtime due to off-the-clock work.
- 15 • Defendant maintains that it never obligated employees to arrive
16 before the start of their shift and to leave after the end of shift.
17 Defendant also maintains that it paid for all hours recorded on
18 employees' timesheets.
- 19 • The risk-adjusted exposure analysis provided 90% discount by
20 considering the following:

21

22 Calculated maximum recovery:	\$299,992.50
23	(off-the-clock)
24 Estimated certification probability	50%
25 Estimated chance of prevailing on	20%
26 merits	
27 Max recovery × certification risk ×	\$29,999.25 (which is the

28

chance or success on merits = Present Settlement Value	calculated 10% of the maximum recovery)
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A reasonably estimated exposure for unpaid wages over the class period was calculated, with the assistance of an expert, to be approximately \$299,992.50 (off-the-clock). However, with the risk factor discounts for certification, and liability proof, the value of that claim is estimated by Plaintiff's counsel to be approximately **\$29,999.25**. A 90% discount was applied, based on the risk adjusted value that accounts for the difficulty of certifying off-the-clock claims and prevailing on the merits for the risks discussed above.¹ Most importantly, while Defendant did not maintain traditional time records, Defendant produced a sample of alarm system records which showed the exact times that employees entered and exited the premises. Entering the code to disarm the alarm would be the first thing employees did when they started the morning shift, and arming the system would be last thing employees would do when they ended the second shift; accordingly, the alarm records were very important in determining the value of the off-the-clock claim. These alarm records show that employees would almost always disarm the alarm at the start of their scheduled shift. The records also showed that much of the time employees would not stay after their scheduled shift in order to clean up. On the contrary, the alarm

¹ The risk adjustment reflects a combination of risks. Since certification is an uncertain even, as is success on the merits, both risks combine at this stage of the proceedings. For example, if certification is viewed as an event with a 50% chance of success, and prevailing at trial is viewed as a second event with a 50% chance of success, the current risk is $0.5 \times 0.5 = 0.25$, or a 25% chance of both events resulting in a favorable outcome. Since *Kullar* and *Munoz* do not specify a specific method must be used to evaluate the settlement as compared to the reasonable maximum recovery, the approach used here is similar to an expected value analysis of risk events or a present value calculation for future monetary value.

1 records often showed employees leaving prior to the end of their
2 scheduled shift.

3 ○ **KULLAR/MUNOZ ANALYSIS: Meal Periods**

- 4 • Plaintiff alleged that Defendant failed to provide meal periods
5 to Class Members in compliance with California law. This
6 includes breaks that were completely missed, or taken late, or
7 interrupted because employees were subjected to a *defacto* on
8 duty meal periods. Employees are entitled to meal periods of at
9 least 30 minutes before exceeding five hours of work and to
10 second meal periods of not less than 30 minutes before
11 exceeding 10 hours of work. For each meal period missed or
12 taken late an employer must pay the employee an additional one
13 hour of compensation. Labor Code § 226.7. This additional
14 hour of compensation is referred to as “premium pay.” To
15 comply with these laws, every employer must keep, for each
16 employee, accurate time records showing when the employee
17 begins and ends each work period and takes his or her meal
18 periods. *See* Wage Orders, at § (7)(A)(3).
- 19 • Defendant maintains that the obligation is simply to “provide”
20 meal periods, not to “ensure” that they are taken. *Brinker v.*
21 *Superior Court*, 53 Cal. App. 4th 1004, 1034-41 (2012)
22 (rejecting “ensure” standard). Furthermore, Defendant contends
23 that any failure to take meal periods, or to take late meal
24 periods, was a result of employee choice, not of any policy or
25 practice of Defendant. Finally, Defendant assert that Plaintiff’s
26 meal period claims would not be amenable to class treatment,
27 since individual inquiries would need to be made with respect to
28 each specific shift that each employee missed a meal or rest

period, to determine why that specific employee missed that specific meal or rest period on that specific shift.

• **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$600,000.00
Estimated certification probability	50%
Estimated chance of prevailing on merits	20%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$60,000.00(which is the calculated 10% of the maximum recovery)

Plaintiff's claim is based on the fact that meal periods were on duty; accordingly, the maximum recovery was calculated on an assumed 100% violation rate. Using the average regular rate of pay, and using class data provided by Defendant, the total maximum amount of damages for meal period violations is \$600,000.00. A 90% discount was applied, based on the risk adjusted value that accounts for the difficulty of certifying meal period claims and prevailing on the merits for the risks discussed above.² Specifically, the meal and rest period claims are based on the fact that employees often worked alone, and as a result were not able to take duty free meal

² The risk adjustment reflects a combination of risks. Since certification is an uncertain even, as is success on the merits, both risks combine at this stage of the proceedings. For example, if certification is viewed as an event with a 50% chance of success, and prevailing at trial is viewed as a second event with a 50% chance of success, the current risk is $0.5 \times 0.5 = 0.25$, or a 25% chance of both events resulting in a favorable outcome. Since *Kullar* and *Munoz* do not specify a specific method must be used to evaluate the settlement as compared to the reasonable maximum recovery, the approach used here is similar to an expected value analysis of risk events or a present value calculation for future monetary value.

1 and rest periods. However, further investigation revealed that
2 managers would work as floaters, and travel to different locations to
3 relieve employees for meal and rest breaks. Moreover, further
4 investigation also revealed that there were times when two
5 employees were scheduled to work the same shift so they could
6 relieve each other for breaks. Accordingly, the 100% violation rate
7 did not provide an accurate reflection the maximum potential
8 exposure. Plaintiff's counsel believes that the foregoing issues
9 create significant risk with respect to certification due to the
10 individualized nature of the meal and rest break claims. Proof of
11 these claims would require declarations from class members, and
12 obtaining such declarations would likely reveal that each class
13 member had a different experience with respect to meal and rest
14 breaks. The risk-adjusted value of the meal period claim is
15 **\$60,000.00.**

16 ○ ***KULLAR/MUNOZ ANALYSIS: Rest Breaks***

- 17 • Plaintiff alleged that Defendant failed to make uninterrupted
18 rest breaks available to Class Members at all times in
19 compliance with California law. This includes breaks that were
20 completely missed, or taken late, or interrupted because
21 employees were subjected to a *defacto* on duty rest periods
22 Employees are entitled to a rest period of at least 10 minutes
23 every four hours worked, or major fraction thereof. For each
24 rest period missed or taken late an employer must pay the
25 employee an additional one hour of compensation. Labor Code
26 § 226.7. This additional hour of compensation is referred to as
27 “premium pay.”
28 • Defendant maintains that the obligation is simply to “authorize

1 and permit” rest periods, not to “ensure” that they are taken.
2 *Brinker v. Superior Court*, 53 Cal. App. 4th 1004, 1034-41
3 (2012) (rejecting “ensure” standard). Furthermore, Defendant
4 contends that any failure to take rest breaks was a result of
5 employee choice, not of any policy or practice of Defendant.
6 Finally, Defendant assert that Plaintiff’s rest breaks claims
7 would not be amenable to class treatment, since individual
8 inquires would need to be made with respect to each specific
9 shift that each employee missed a rest period, to determine why
10 that specific employee missed that specific rest break on that
11 specific shift.

12 • **Risk-adjusted Exposure Analysis:**

13 Calculated maximum recovery:	\$600,000.00
14 Estimated certification probability	50%
15 Estimated chance of prevailing on merits	20%
16 Max recovery × certification risk × chance or 17 success on merits = Present Settlement Value	\$60,000.00 (which is the calculated 10% of the maximum recovery

22
23 There are no records that show rest periods. The law does not
24 require Defendant to keep such records. However, because
25 Plaintiff’s claim is based on the fact that these rest periods were on
26 duty, the maximum recovery was calculated on an assumed 100%
27 violation rate.
28

1 Using the average regular rate of pay, and generously estimating a
2 100% class violation rate, the total maximum amount of damages
3 for rest break violations is \$600,000.00. A 90% discount was
4 applied, based on the risk adjusted value that accounts for the
5 difficulty of certifying meal period claims and prevailing on the
6 merits for the risks discussed above.³ Specifically, the meal and
7 rest period claims are based on the fact that employees often
8 worked alone, and as a result were not able to take duty free meal
9 and rest periods. However, further investigation revealed that
10 managers would work as floaters, and travel to different locations to
11 relieve employees for meal and rest breaks. Moreover, further
12 investigation also revealed that there were times when two
13 employees were scheduled to work the same shift so they could
14 relieve each other for breaks. Accordingly, the 100% violation rate
15 did not provide an accurate reflection the maximum potential
16 exposure. Plaintiff's counsel believes that the foregoing issues
17 create significant risk with respect to certification due to the
18 individualized nature of the meal and rest break claims. Proof of
19 these claims would require declarations from class members, and
20 obtaining such declarations would likely reveal that each class
21 member had a different experience with respect to meal and rest
22 breaks. The risk-adjusted value of the meal period claim is
23 **\$60,000.00**

24
25 ³ The risk adjustment reflects a combination of risks. Since certification is an uncertain
26 even, as is success on the merits, both risks combine at this stage of the proceedings. For
27 example, if certification is viewed as an event with a 50% chance of success, and prevailing at
28 trial is viewed as a second event with a 50% chance of success, the current risk is $0.5 \times 0.5 = 0.25$, or a 25% chance of both events resulting in a favorable outcome. Since *Kullar* and *Munoz* do not specify a specific method must be used to evaluate the settlement as compared to the reasonable maximum recovery, the approach used here is similar to an expected value analysis of risk events or a present value calculation for future monetary value.

1 ○ **KULLAR/MUNOZ ANALYSIS: Late Pay Penalties Under Labor Code §**
2 **203**

- 3 • Labor Code § 203 provides that if an employer fails to pay an
4 employee all wages due at termination or within 72 hours of
5 resignation, then that employee's wages shall continue as a
6 penalty until paid for a period of up to thirty (30) days from the
7 date they were due. Because class members stopped working for
8 Defendant but again were not paid their full compensation for
9 the reasons discussed above, class members did not receive all
10 wages due upon termination of employment.
- 11 • Defendant argues that its good-faith belief in the legality of its
12 employment practices precludes a finding that any withholding
13 of wages was "willful." *See* Cal. Code Regs. § 13520 [good-
14 faith dispute exists to a claim for waiting time penalties "when
15 an employer presents a defense, based in law or fact which, if
16 successful, would preclude any recovery on the part of the
17 employee. The fact that a defense is ultimately unsuccessful
18 will not preclude a finding that a good faith dispute did exist."].) Defendant further contends that Plaintiff's meal and rest period
19 claims cannot support a claim for waiting time penalties under
20 Labor Code § 203 after the California Supreme Court's decision
21 in *Kirby v. Immoos Fire Protection, Inc.* 53 Cal. 4th 1244
22 (2012), which held that meal and rest period claims are not
23 actions for the "nonpayment of wages." *See also Ling v. P.F.*
24 *Chang's China Bistro, Inc.*, 245 Cal. App. 4th 1242, 1261
25 (2016). Defendant further maintains that because of viable
26 defenses in both law and fact, especially in light of the *Brinker*
27 holding, that waiting-time penalties could not be awarded and,
28

1 in any case, such penalties were subject to a three-year
2 limitations period under Labor Code § 203(b).

3 • **Risk-adjusted Exposure Analysis:**

4 Calculated maximum recovery:	\$151,200.00
5 Estimated certification probability	50%
6 Estimated chance of prevailing on merits	30%
7 Max recovery × certification risk × chance or 8 success on merits = Present Settlement Value	\$22,680.00 (which is the calculated 15% of the maximum recovery

13
14 Based on an analysis of the number of employees working within
15 one year of the filing of the action, and assuming 100% violations
16 rates among those employees, Defendant's potential liability is:
17 \$151,200.00. Since the claim is derivative of the other wage
18 claims, the risk adjusted exposure is **\$22,680.00**. A 85% discount
19 was applied, based on the risk adjusted value that accounts for the
20 difficulty of certifying any of the claims and then prevailing on the
21 merits for the risks discussed above.

22
23 RESPONSE TO CHECKLIST ITEM III:

24 **A. Individual Settlement Payments Based on Workweeks.** The Court's tentative directed
25 Plaintiff to explain why determining settlement payments using covered workweeks is the most
26 fair way in this case. The Parties considered alternative methods for calculating individual
27 settlement payments, but ultimately agreed that payments should be based on covered
28

workweeks primarily because the claims of each class member are fairly similar in terms of actual circumstances of employment. For example, nearly all employees were scheduled to work eight hours shifts, and employees were rotated so that they sometimes worked the opening shift, and sometimes worked the closing shift. Moreover, management would provide a floater or coverage at each location, so there is no basis to state that employees at one location were harmed more than others, and because employees rotated between shift assignments, there is no basis to state that employees who worked the closing shift were more harmed because there were more responsibilities at closing time that required more off-the-clock work. Lastly, the records that Defendant produced showed that putative class members typically worked the same amount of hours as their coworkers during each pay period. Based on the foregoing, the Parties agreed that calculating payments based on covered workweeks would provide the most fair result.

B. Tax Allocation. After meeting and conferring regarding tax allocation, the Parties agreed to split the settlement payments as follows: 50% as wages, 20% as penalties, and 30% as interest. This split is fair because while the claim for unpaid wages only amounts to approximately 17% of the recovery (\$29,999.95), it is unsettled whether meal and rest period premiums are wages, and when including those amounts, the potential total recovery which may be covered as wages increases to approximately 86%. The putative class is entitled to interest on unpaid wages, and given the contested nature of the characterization of meal/rest period premiums, the Parties agreed to the proposed tax allocation.

RESPONSE TO CHECKLIST ITEM IV:

A. Notice to the Class - Process. Item IV(A) in the Court's tentative requests the Parties to address various items with respect to the notice *procedure*. Each of these issues has been addressed in the revised settlement as furthered detailed in the compliance chart submitted herewith. A true and correct copy of a redlined version of the revised settlement is attached hereto as Exhibit B, and a true and correct copy of the fully executed version of the same is attached hereto as Exhibit C.

B. Notice to the Class – Substance. Item IV(B) in the Court's tentative requests the

1 Parties to address various items with respect to the *content* of the notice. Each of these issues has
2 been addressed in the revised notice as furthered detailed in the compliance chart submitted
3 herewith. A true and correct copy of a redlined version of the revised notice is attached hereto as
4 Exhibit D, and a true and correct copy of the clean version of the same is attached hereto as
5 Exhibit E.

6 **C. Notice – Settlement Payment Allocation Form.** Item IV(C) in the Court’s tentative
7 requests the Parties to address various items with respect to the settlement allocation form. Each
8 of these issues has been addressed in the revised settlement allocation form as furthered detailed
9 in the compliance chart submitted herewith. A true and correct copy of a redlined version of the
10 revised settlement allocation form is attached hereto as Exhibit F, and a true and correct copy of
11 the clean version of the same is attached hereto as Exhibit G.

12 **D. Release.** Item IV(C) in the Court’s tentative requests the Parties to address various
13 issues with respect to the release language in the settlement. Each of these issues has been
14 addressed in the revised settlement as furthered detailed in the compliance chart submitted
15 herewith. A true and correct copy of a redlined version of the revised settlement is attached
16 hereto as Exhibit B, and a true and correct copy of the fully executed version of the same is
17 attached hereto as Exhibit C.

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

20 Executed on June 29, 2020 at Los Angeles, California.

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23 Kane Moon
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EXHIBIT A

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Attorneys for Plaintiff Malu Vaesau

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

CLASS ACTION

**DECLARATION OF MALU VAESAU IN
SUPPORT OF PLAINTIFF'S
SUPPLEMENTAL BRIEFING IN SUPPORT
OF PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: TBD

Time: TBD

Dept. 613

1. I am a named Plaintiff in this case. I am a former employee of the named defendant, DOUBLE AA CORPORATION (“Defendant”). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness. I could and would testify competently to the following:

2. I worked for Defendant as a cashier from approximately August 2013 to approximately March 2017. Throughout my employment, I typically worked more than 8 hours in a workday and more than 40 hours in a workweek. The job position that I held is at issue in this case and included within the proposed settlement class.

4. During the course of my employment with Defendant, I realized that their wage and hour practices placed employees, including me, at a disadvantage. For instance, I was sometimes required to arrive approximately 10 minutes before the beginning of my shifts in order to open the store and prepare to serve customers. These 10 minutes were not calculated in my pay. Because I worked at the store by myself throughout my employment, I could not take uninterrupted meal and rest breaks. In order to take uninterrupted meal and rest breaks I had to close the store so that customers did not come in and require service. However, this was not allowed. Additionally, I was sometimes required to stay after the end of my shift for another 10-15 minutes to ensure that the store is clean and organized for the following day. Again, these times were not calculated in my pay.

5. I believe that Defendant's illegal wage and hour practices that effected me also effected all of its hourly employees. As a cashier working at Defendant's gas stations throughout California requires

1 completion of similar job duties, if not identical, to my own duties. For instance, not being compensated
2 for the hours spent arriving before the start of shifts and leaving after the end of shifts is a common
3 requirement of all of employees who are tasked with the responsibility to open and close the stores.

4 6. Other cashiers who worked at the same gas station that I worked, but during different shifts
5 and on different days, were also often working by themselves. When we were working by ourselves,
6 we could not take uninterrupted meal and rest breaks as, again, this would require closing the store and
7 temporarily halting service to customers.

8 7. Other employees and I were subjected to these illegal wage and hour practices because
9 Defendant failed to accurately calculate all time worked and pay accordingly and provide legally
10 compliant meal or rest breaks or create working conditions whereby employees could take compliant
11 meal and rest breaks.

12
13 TYPICALITY AND ADEQUACY

14 8. I was employed by Defendant in a non-exempt position during the alleged class period.
15 Accordingly, I have brought this class action case on behalf of all other employees who are also or were
16 at some point classified as non-exempt during their employment with Defendant. I believe my alleged
17 claims in this case impacted not only me but the entire class.

18 9. I believe that I also have no conflicts of interest with other class members and have agreed
19 to place Class interests above my own.

20 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
21 true and correct.

22 Executed this 25 day of June 2020, at Pinole, California.

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

EXHIBIT B

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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

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT**

Complaint filed: January 7, 2019
Trial date: Not set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or
3 “Settlement”) is made and entered into by and between Plaintiff Malu Vaesau (“Plaintiff” or “Class
4 Representative”), individually and on behalf of all others similarly situated, and Defendant Double AA
5 Corporation (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

6 THE PARTIES STIPULATE AND AGREE as follows:

7 1. On January 7, 2019, Plaintiff filed a putative class action civil complaint against Defendant in
8 the Superior Court of California, County of San Francisco. The Complaint alleged the following causes of
9 action under California law: (1) Failure to Pay Minimum and Straight Time Wages [Lab. Code §§ 204,
10 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198]; (3)
11 Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest
12 Breaks [Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-
13 203]; and (6) Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.]. In the Complaint, Plaintiff
14 seeks to represent all persons that worked for Defendant in California as an hourly-paid non-exempt
15 employee at any time during the period beginning four years before the filing of the initial complaint in
16 this action and ending when notice to the Class is sent.

17 2. Defendant answered the Complaint on March 8, 2019.

18 3. For purposes of this Settlement, the “Class Period” is January 7, 2015 through January 31,
19 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.

20 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All current and
21 former non-exempt hourly employees of Defendant employed in California at any time during the Class
22 Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion
23 requests to the ~~Claims Administrator~~Settlement Administrator. Defendant’s best estimate is that the Class
24 includes 108 individuals.

25 5. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC.

26 6. For purposes of this Settlement, “Covered Workweeks” means the number of workweeks a
27 Class Member worked for Defendant in California during the Class Period.

28 7. For purposes of the Settlement, “Defendant’s Counsel” means STEYER LOWENTHAL

1 BOODROOKAS ALVAREZ & SMITH LLP and VICTOR RANE.

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

- 5 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
6 Class Members.
- 7 (b) There are common questions of law and fact including, but not limited to, the
8 following:
- 9 1) Whether or not Defendant paid proper wages to the Class;
10 2) Whether or not Defendant provided meal periods to the Class;
11 3) Whether or not Defendant provided rest periods to the Class;
12 4) Whether or not Defendant paid compensation timely upon separation of
13 employment to former Class Members;
14 5) Whether or not Defendant paid compensation timely throughout Class
15 Members' employment;
16 6) Whether or not waiting-time penalties are available to the Class for
17 violation of California Labor Code § 203;
18 7) Whether or not Defendant maintained requisite records;
19 8) Whether or not Defendant paid proper meal period pay or rest period pay to
20 the Class;
21 9) Whether or not Defendant engaged in unlawful or unfair business practices
22 affecting the Class in violation of California Business and Professions
23 Code §§ 17200-17208; and,
- 24 (c) Plaintiff's claims are typical of the claims of the Class Members.
- 25 (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
26 Class.
- 27 (e) The prosecution of separate actions by individual members of the Class would
28 create the risk of inconsistent or varying adjudications, which would establish

incompatible standards of conduct.

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

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

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

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

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

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

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

17 **TERMS OF SETTLEMENT**

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

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

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

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

27 (d) Payroll Taxes and Required Withholdings: To the extent that any portions of the
28 Class Members' settlement proceeds constitute wages, Defendant will be

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

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

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

- (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).
- (h) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$58,333.33) and litigation costs not to exceed \$12,000.
- (i) Service Payments for Class Representative: Subject to Court approval, ~~and in exchange for a general release,~~ Defendant will not object to Class Counsel's application for a Service Payment of up to \$5,000 for Plaintiff for her service as the Class Representative. It is understood that this Service Payments is in addition to the individual Settlement Payments to which the Class Representative is entitled to along with the other Class Members. Defendant or the ~~Claims Administrator~~ Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Class Representative. The Class Representative will be responsible for correctly characterizing this compensation on her personal income

1 tax returns for tax purposes and for paying any taxes on the amounts received.
2 Should the Court approve a Service Payment to the Class Representative in an
3 amount less than that set forth above, the difference between the lesser amount
4 approved by the Court and the Service Payment amount set forth above shall be
5 added to the Net Settlement Amount. The ~~Claims Administrator~~Settlement
6 Administrator will pay the court-approved Class Representative Service Payment
7 within twenty (20) calendar days of the Effective Date of the Settlement.

- 8 (j) ~~Claims Administrator~~Settlement Administrator: The ~~Claims~~
9 ~~Administrator~~Settlement Administrator will be ILYM Group, Inc. or such other
10 ~~claims administrator~~Settlement Administrator as may be mutually agreeable to the
11 Parties and approved by the Court. Claims administration costs are estimated not
12 to exceed \$10,000 (and are likely to be substantially less than that amount). The
13 costs of the ~~Claims Administrator~~Settlement Administrator for work done shall be
14 paid regardless of the outcome of this Settlement.
- 15 (k) Funding of Settlement Account: Defendant will fund the settlement account within
16 15 calendar days of the Effective Date of the Settlement.
- 17 (l) Mailing of Settlement Payments: The ~~Claims Administrator~~Settlement
18 Administrator shall cause the Settlement Payments to be mailed to the Class
19 Members within twenty (20) calendar days of the Effective Date of the Settlement.
- 20 (m) Notice of Settlement Payment: For each Class Member in the Settlement Class,
21 there will be pre-printed information on the Notice of Settlement Payment mailed
22 to the Class Member, based on Defendant's records, stating the Class Member's
23 Covered Workweeks during the Class Period and the estimated Settlement
24 Payment under the Settlement. The pre-printed information based on Defendant's
25 records shall be presumed to be correct. A Class Member may dispute the pre-
26 printed information on the ~~Notice of Settlement Payment~~Settlement Allocation as
27 to his or her Covered Workweeks during the Class Period. Class Members have
28 sixty (60) calendar days from the original date of mailing the Notice of Settlement

1 Payment to dispute the information on the Notice of Settlement Payment as to his
2 or her Covered Workweeks. Unless a disputing class member submits
3 documentary evidence in support of his or her dispute, the records of the Defendant
4 will be determinative.

- 5 (n) Resolution of Disputes: If a Class Member disputes the accuracy of Defendant's
6 records, and the Parties' counsel cannot resolve the dispute informally, the matter
7 will be referred to the ~~Claims Administrator~~Settlement Administrator. The ~~Claims~~
8 ~~Administrator~~Settlement Administrator will review Defendant's records and any
9 information or documents submitted by the Class Member and issue a ~~non-~~
10 ~~appealable~~ decision regarding the dispute within 14 calendar days of the
11 submission of the dispute. The Class Member may appeal the resolution of this
12 dispute at the Final Approval Hearing, and if not satisfied with the Court's
13 decision, may at that time be permitted to request exclusion from the settlement.

14 The Class Member must submit information or documents supporting his or her
15 position to the ~~Claims Administrator~~Settlement Administrator prior to the
16 expiration of the 60-day claims period. Information or documents submitted after
17 the expiration of the 60-day claims period will not be considered by the ~~Claims~~
18 ~~Administrator~~Settlement Administrator, unless otherwise agreed to by the Parties.

- 19 (o) Right Of Class Member To Request Exclusion From The Settlement: Any Class
20 Member may request to be excluded from the Class by mailing a "Request for
21 Exclusion from Settlement" within sixty (60) calendar days from the original date
22 of the mailing of the Notice of Class Action Settlement by the ~~Claims~~
23 ~~Administrator~~Settlement Administrator. Any Request for Exclusion must include
24 the name, address, telephone number and signature of the Class Member
25 requesting exclusion. Any such request must be made in accordance with the
26 terms of the Notice of Class Action Settlement. Any Class Member who timely
27 requests exclusion in compliance with these requirements (i) shall not have any
28 rights under this Settlement; (ii) shall not be entitled to receive any Settlement

1 Payments under this Settlement; and (iii) shall not be bound by this Settlement or
2 the Court's Order and Final Judgment.

- 3 (p) Right of Class Member To Object To The Settlement: A Settlement Class
4 Member who wishes to object to the Settlement must submit to the Settlement
5 Administrator a written brief or statement of objection by mail or e-mail. The
6 objection ~~must~~ should (1) state the full name of the Settlement Class Member; (2)
7 be signed by the Settlement Class Member; (3) state the grounds for the objection;
8 and (4) be postmarked by the Response Deadline and returned to the Settlement
9 Administrator at the address specified on the Notice. The validity of any objection,
10 irrespective of whether it complies with the terms set forth above shall be
11 determined by the Court at the Final Fairness Hearing. An objection shall not be
12 rejected solely for missing one of the elements listed in this section.

13 **SETTLEMENT ADMINISTRATION**

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

21 16. The ~~Claims Administrator~~ Settlement Administrator will independently review the Covered
22 Workweeks attributed to each Class Member and will calculate the amounts due to each Class Member in
23 accordance with this Settlement. The ~~Claims Administrator~~ Settlement Administrator shall report, in
24 summary or narrative form, the substance of its findings. The ~~Claims Administrator~~ Settlement
25 Administrator shall be granted reasonable access to Defendant's records in order to perform its duties. The
26 Settlement Administrator shall respond to any dispute within 14 calendar days from the postmarked date
27 on the mailing, or 14 calendar days from the receipt of an e-mail.

28 17. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant, the

1 ~~Claims Administrator~~Settlement Administrator will issue and send out the Settlement Payment checks to
2 the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
3 accordance with state and federal tax laws. All disputes relating to the ~~Claims Administrator~~Settlement
4 Administrator's performance of its duties shall be referred to the Court, if necessary, which will have
5 continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations
6 contemplated by this Settlement have been fully carried out.

7 **ATTORNEY'S FEES AND COSTS**

8 18. In consideration for resolving this matter and in exchange for the release of all claims by the
9 Class Members, and subject to approval by the Court, Defendant will not object to Class Counsel's
10 application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$58,333.33) and
11 litigation costs not to exceed \$12,000. The amounts set forth above will cover all work performed and all
12 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
13 connection with the approval by the Court of this Settlement and administration of the Settlement. Should
14 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees
15 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth
16 above shall be added to the Net Settlement Amount. The attorney's fees and costs approved by the Court
17 shall be paid to Class Counsel within twenty (20) calendar days following the Effective Date of the
18 Settlement.

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

20 19. A Notice of Class Action Settlement in approximately the form attached hereto as Exhibit "A,"
21 and as approved by the Court, shall be sent by the ~~Claims Administrator~~Settlement Administrator to the
22 Class Members by first class mail. In addition, a Notice of Settlement Payment in approximately the form
23 attached hereto as Exhibit "B," and as approved by the Court, shall also be sent by the ~~Claims~~
24 AdministratorSettlement Administrator to the Class Members by first class mail. Certified translations of
25 Exhibits "A" and "B" from English to Spanish shall also be provided to all Class Members. Any returned
26 envelopes from this mailing with forwarding addresses will be utilized by the ~~Claims~~
27 AdministratorSettlement Administrator to forward the Notices to the Class.

28 (a) Within 15 calendar days from the date of preliminary approval of this Settlement

1 by the Court, Defendant shall provide to the ~~Claims Administrator~~Settlement
2 Administrator a class database containing the following information for each Class
3 Member: (1) name; (2) last known address; (3) last known telephone number; (4)
4 social security number; (5) e-mail addresses; ~~(65)~~ dates of employment at
5 Defendant's facilities in California; ~~and (76)~~ Covered Workweeks during the Class
6 Period. This database shall be based on Defendant's payroll and other business
7 records and shall be provided in a format acceptable to the ~~Claims~~
8 ~~Administrator~~Settlement Administrator. Defendant agrees to consult with the
9 ~~Claims Administrator~~Settlement Administrator prior to the production date to
10 ensure that the format will be acceptable to the ~~Claims Administrator~~Settlement
11 Administrator. The ~~Claims Administrator~~Settlement Administrator will run a
12 check of the Class Members' addresses against those on file with the U.S. Postal
13 Service's National Change of Address List; this check will be performed only once
14 per Class Member by the ~~Claims Administrator~~Settlement Administrator. Absent
15 mutual written agreement of counsel for the Parties or Court order, the ~~Claims~~
16 ~~Administrator~~Settlement Administrator will keep this database confidential and use
17 it only for the purposes described herein, and will return this database to Defendant
18 upon final approval of the settlement or destroy electronic records containing the
19 database after the Settlement is final and all payments are distributed as required
20 under this Agreement.

- 21 (b) Within 15 calendar days after the Class database is provided to the ~~Claims~~
22 ~~Administrator~~Settlement Administrator, the ~~Claims Administrator~~Settlement
23 Administrator will mail and e-mail where e-mail addresses are available, the
24 Notices of Class Action Settlement and Notices of Settlement Payment to the Class
25 Members by first class United States mail. There will be a 60 day period from the
26 date the Notices of Class Action Settlement and Notices of Settlement Payment are
27 mailed during which Class Members can submit a claim, dispute the information
28 contained in the Notice of Settlement Payment, file an objection, or request

1 exclusion (opt-out) from the Settlement.

- 2 (c) Notices returned to the ~~Claims Administrator~~Settlement Administrator as non-
- 3 deliverable during the 60 calendar-day period shall be resent to the forwarding
- 4 address, if any, on the returned envelope. A returned Notice will be forwarded
- 5 only once per Class Member by the ~~Claims Administrator~~Settlement
- 6 Administrator. If there is no forwarding address, the ~~Claims~~
- 7 ~~Administrator~~Settlement Administrator will do a computer search for a new
- 8 address using the Class Member's social security number; this search will be
- 9 performed only once per Class Member by the ~~Claims Administrator~~Settlement
- 10 Administrator. Upon completion of these steps by the ~~Claims~~
- 11 ~~Administrator~~Settlement Administrator, Defendant and the ~~Claims~~
- 12 ~~Administrator~~Settlement Administrator shall be deemed to have satisfied their
- 13 obligations to provide the Notice of Class Action Settlement and Notice of
- 14 Settlement Payment to the affected Class Member. The affected Class Member
- 15 shall remain a member of the Class and shall be bound by all the terms of the
- 16 Settlement and the Court's Order and Final Judgment. Any Class Member whose
- 17 Notice is resent pursuant to the procedure set forth herein shall have 60 days from
- 18 the date of the subsequent mailing to dispute the information contained in the
- 19 Notice of Settlement Payment, file an objection, or request exclusion (opt-out)
- 20 from the Settlement. The subsequent mailing shall occur within seven days of the
- 21 Settlement Administrator's receipt of the returned mail.
- 22 (d) The ~~Claims Administrator~~Settlement Administrator will not send any reminder
- 23 notices of any nature to the Class Members.
- 24 (e) Within 15 days of preliminary approval, the Settlement Administrator shall create a
- 25 website containing a copy of operative complaint, notice, settlement agreement,
- 26 preliminary approval order, and all papers filed in connection with preliminary
- 27 approval motions (including all orders and tentative rulings) to the class.
- 28 (f) the Notice, this Settlement Agreement, and a blank Settlement Allocation Form.

The Settlement Administrator shall ~~and~~ maintain the website until at least 1860 days after the Effective Date.

~~(e)~~(g) The Settlement Administrator shall also provide Class Members with notice of entry of judgment by mail, and by posting it to the website.

~~(f)~~(h) Class Counsel shall provide to the Court, at least five calendar days prior to the final approval hearing, a declaration by the ~~Claims Administrator~~Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Notices of Class Action Settlement and Notices of Settlement Payment.

ADMINISTRATION OF SETTLEMENT PAYMENTS

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

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

22. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall become null and void, and 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.

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

6 **RELEASE BY THE CLASS REPRESENTATIVE**

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7 24. Plaintiff makes the following general release of all claims, known or unknown (the "General
8 Release"):

9 (a) Plaintiff, and her successors, assigns, and/or agents, shall fully and finally release
10 and discharge Defendant and each of its parent companies and subsidiaries, and
11 past or present affiliates, shareholders, members, representatives, agents (including,
12 without limitation, any investment bankers, accountants, insurers, reinsurers,
13 attorneys, auditors, consultants, and any past, present, or future officers, directors
14 and employees), and each of their predecessors, successors, heirs, and assigns
15 (collectively the "Named Plaintiff's Released Parties") from all claims, demands,
16 rights, liabilities and causes of action of every nature and description whatsoever,
17 known or unknown, asserted or that might have been asserted, whether in tort,
18 contract, or for violation of any state or federal statute, rule or regulation arising out
19 of, relating to, or in connection with any act or omission by or on the part of any of
20 the Named Plaintiff's Released Parties committed or omitted prior to the execution
21 hereof.

22 (b) The General Release includes any unknown claims the Plaintiff does not know or
23 suspect to exist in the Plaintiff's favor at the time of the General Release, which, if
24 known by the Plaintiff, might have affected Plaintiff's settlement with, and release
25 of, the Named Plaintiff's Released Parties by the Plaintiff or might have affected
26 the Plaintiff's decisions not to object to this Settlement or the General Release.

27 (c) With respect to the General Release, the Plaintiff stipulates and agrees that, upon
28 the Effective Date, Plaintiff shall be deemed to have, and by operation of the Final

Approval Order shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25. Plaintiff may hereafter discover facts in addition to or different from those the Plaintiff now knows or believes to be true with respect to the subject matter of the General Release, but the Plaintiff, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

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RELEASE BY THE CLASS

~~24-26.~~ 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 Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion, will release claims as follows:

- (a) **Identity of Released Parties.** 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, 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, separation pay violations, unreimbursed expenses, unfair business practices, 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.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

~~25-27.~~ The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff’s unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney’s fees and costs, and the Class Representative’s service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- (d) Approving as to form and content the proposed Notice of Settlement Payment;

- (e) Directing the mailing of the Notices; and
- (f) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

~~26-28.~~ Following final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

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

NULLIFICATION AND TERMINATION

~~27-29.~~ In the event that this Settlement is not approved by the Court, or if for any reason the Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage and hour, or other litigation against Defendant.

~~28-30.~~ If 15% or more of the Class Members request exclusion or opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The ~~Claims Administrator~~ Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice no later than 15 calendar days after the opt-out period has expired.

~~29-31.~~ In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all

1 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
2 neither entered into nor filed with the Court.

3 **PARTIES' AUTHORITY**

4 ~~30-32.~~ The signatories hereto hereby represent that they are fully authorized to enter into this
5 Settlement and bind the Parties hereto to the terms and conditions thereof.

6 **MUTUAL FULL COOPERATION**

7 ~~31-33.~~ The Parties agree to fully cooperate with each other to accomplish the terms of this
8 Settlement including, but not limited to, execution of such documents and taking such other action as
9 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
10 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
11 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
12 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
13 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
14 Court's preliminary and final approval of this Settlement.

15 **NO PRIOR ASSIGNMENTS**

16 ~~32-34.~~ The Parties and their respective counsel represent, covenant, and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
18 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
19 released and discharged except as set forth herein.

20 **NO ADMISSION OF LIABILITY**

21 ~~33-35.~~ Nothing contained herein, nor the consummation of this Settlement, is to be construed or
22 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
23 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has
24 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
25 attendant inconvenience and expenses.

26 **ENFORCEMENT ACTIONS**

27 ~~34-36.~~ In the event that one or more of the Parties to this Settlement institutes any legal action or
28 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare

1 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
2 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees
3 incurred in connection with any enforcement actions.

4 **NOTICES**

5 ~~35-37.~~ Unless otherwise specifically provided herein, all notices, demands or other
6 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
7 third business day after mailing by United States registered or certified mail, return receipt requested,
8 addressed as follows:

9 **Class Counsel:**

10 Kane Moon
11 Allen Feghali
12 **MOON & YANG, APC**
13 1055 W. Seventh St., Suite 1880
14 Los Angeles, California 90017
15 Telephone: (213) 232-3128
16 Facsimile: (213) 232-3125
17 kane.moon@moonyanglaw.com
18 allen.feghali@moonyanglaw.com

19 **Counsel for Defendant:**

20 Jeffrey H. Lowenthal (State Bar No. 111763)
21 STEYER LOWENTHAL BOODROOKAS
22 ALVAREZ & SMITH LLP
23 235 Pine Street, 15th Floor
24 San Francisco, California 94104
25 Telephone: (415) 421-3400
26 Facsimile: (415) 421-2234
27 E-mail: jlowenthal@steyerlaw.com

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

29 **CONSTRUCTION**

30 ~~36-38.~~ The Parties hereto agree that the terms and conditions of this Settlement are the result of

lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

~~37-39.~~ Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

~~38-40.~~ This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

~~39-41.~~ This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

~~40-42.~~ This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

~~41-43.~~ It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice of Class Action Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

~~42-44.~~ This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be

1 deemed an original, and, when taken together with other signed counterparts, shall constitute one
2 Settlement, which shall be binding upon and effective as to all Parties.

3 **PUBLICITY**

4 ~~43-45.~~ The Named Plaintiff and her counsel agree that they have not and will not publish the
5 Settlement. Named Plaintiff's counsel shall not issue any press releases or press statements regarding the
6 Settlement, identify Defendant or its counsel by name in any media including Class Counsel's website, or
7 have any communications with the press or media about the Lawsuit or the Settlement. However, nothing
8 in the provision shall be construed from as preventing the Parties from taking following actions: (a)
9 Named Plaintiff's counsel shall be allowed to refer to the Lawsuit and Settlement in other litigations to
10 support their adequacy as attorneys for a putative class or to justify an award of attorney's fees; (b) the
11 Parties shall have the right to disclose the Settlement as may be required under federal or state tax and/or
12 securities laws or under Generally Accepted Accounting Principles; (c) the Parties shall have the right to
13 disclose the Settlement to third parties without identifying the case name, case number, or names of any of
14 the Parties or Released Entities; (d) the Parties may refer to the Settlement, describe its terms, and file the
15 settlement agreement with the Court, and the Settlement Administrator in connection with any proceedings
16 which are reasonably necessary to obtain approval of the Settlement; (e) Named Plaintiff's counsel may
17 communicate with Settlement Class members or their representatives about this Settlement; and (f) the
18 Parties and their representatives may communicate with accountants or legal advisors regarding the
19 Settlement. Except for the previously listed exceptions, in response to any inquiries about the Lawsuit ,
20 the Parties may state that "the matter has been resolved."

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

23 IT IS SO STIPULATED.

24 **Plaintiff & Class Representative:**

25 Dated: December __, 2019

By: _____
MALU VAESAU

1 **Plaintiff's Counsel:**

2 Dated: December ___, 2019

MOON & YANG, APC

3
4 By: _____
5 Kane Moon
6 Allen Feghali
7 Attorneys for Plaintiff

8 **Defendant:**

9 Dated: December ___, 2019

DOUBLE AA CORPORATION

10
11 By: _____
12 Print Name
13
14 _____
15 Signature
16
17 _____
18 Title

19 **Defendant's Counsel:**

20 Dated: December ___, 2019

VICTOR RANE

21
22 By: _____
23 Geneva Collins
24 Attorneys for Defendant Double AA Corporation
25
26
27
28

EXHIBIT C

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
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Attorneys for Plaintiff Malu Vaesau

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San Francisco, California 94104
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Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com

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

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT**

Complaint filed: January 7, 2019
Trial date: Not set

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1 BOODROOKAS ALVAREZ & SMITH LLP and VICTOR RANE.

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

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

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

- 9 1) Whether or not Defendant paid proper wages to the Class;
- 10 2) Whether or not Defendant provided meal periods to the Class;
- 11 3) Whether or not Defendant provided rest periods to the Class;
- 12 4) Whether or not Defendant paid compensation timely upon separation of
13 employment to former Class Members;
- 14 5) Whether or not Defendant paid compensation timely throughout Class
15 Members' employment;
- 16 6) Whether or not waiting-time penalties are available to the Class for
17 violation of California Labor Code § 203;
- 18 7) Whether or not Defendant maintained requisite records;
- 19 8) Whether or not Defendant paid proper meal period pay or rest period pay to
20 the Class;
- 21 9) Whether or not Defendant engaged in unlawful or unfair business practices
22 affecting the Class in violation of California Business and Professions
23 Code §§ 17200-17208; and,

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

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

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

1 incompatible standards of conduct.

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

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

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

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

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

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

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

TERMS OF SETTLEMENT

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

(a) It is agreed by and among the Class and Defendant that this case and any claims, damages, or causes of action arising out of the disputes which are the subject of this case, be settled and compromised as between the Class and Defendant, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

(b) Effective Date: If no plaintiffs intervene and there are no objections, the terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been

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

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

27 (d) Payroll Taxes and Required Withholdings: To the extent that any portions of the
28 Class Members’ settlement proceeds constitute wages, Defendant will be

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

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

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

28 (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement

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

- 15 (h) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
16 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of
17 the Gross Settlement Amount (\$58,333.33) and litigation costs not to exceed
18 \$12,000.
- 19 (i) Service Payments for Class Representative: Subject to Court approval Defendant
20 will not object to Class Counsel's application for a Service Payment of up to
21 \$5,000 for Plaintiff for her service as the Class Representative. It is understood that
22 this Service Payments is in addition to the individual Settlement Payments to
23 which the Class Representative is entitled to along with the other Class Members.
24 Defendant or the Settlement Administrator will issue an IRS Form 1099 for the
25 Service Payment to the Class Representative. The Class Representative will be
26 responsible for correctly characterizing this compensation on her personal income
27 tax returns for tax purposes and for paying any taxes on the amounts received.
28 Should the Court approve a Service Payment to the Class Representative in an

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

- 6 (j) Settlement Administrator: The Settlement Administrator will be ILYM Group,
7 Inc. or such other Settlement Administrator as may be mutually agreeable to the
8 Parties and approved by the Court. Claims administration costs are estimated not
9 to exceed \$10,000 (and are likely to be substantially less than that amount). The
10 costs of the Settlement Administrator for work done shall be paid regardless of the
11 outcome of this 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 Settlement 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 Settlement Allocation 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 Settlement Administrator. The Settlement Administrator
4 will review Defendant's records and any information or documents submitted by
5 the Class Member and issue a decision regarding the dispute within 14 calendar
6 days of the submission of the dispute. The Class Member may appeal the
7 resolution of this dispute at the Final Approval Hearing, and if not satisfied with
8 the Court's decision, may at that time be permitted to request exclusion from the
9 settlement. The Class Member must submit information or documents supporting
10 his or her position to the Settlement Administrator prior to the expiration of the 60-
11 day claims period. Information or documents submitted after the expiration of the
12 60-day claims period will not be considered by the Settlement Administrator,
13 unless otherwise agreed to by the Parties.

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

26 (p) Right of Class Member To Object To The Settlement: A Settlement Class
27 Member who wishes to object to the Settlement must submit to the Settlement
28 Administrator a written brief or statement of objection by mail or e-mail. The

objection should (1) state the full name of the Settlement Class Member; (2) be signed by the Settlement Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the address specified on the Notice. The validity of any objection, irrespective of whether it complies with the terms set forth above shall be determined by the Court at the Final Fairness Hearing. An objection shall not be rejected solely for missing one of the elements listed in this section.

SETTLEMENT ADMINISTRATION

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

16. The Settlement Administrator will independently review the Covered Workweeks attributed to each Class Member and will calculate the amounts due to each Class Member in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform its duties. The Settlement Administrator shall respond to any dispute within 14 calendar days from the postmarked date on the mailing, or 14 calendar days from the receipt of an e-mail.

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

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NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT

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

(a) Within 15 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) last known telephone number; (4) social security number; (5) e-mail addresses; (6) dates of employment at Defendant's facilities in California; (7) Covered Workweeks during the Class Period. This database shall be based on Defendant's payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. Defendant agrees to

1 consult with the Settlement Administrator prior to the production date to ensure
2 that the format will be acceptable to the Settlement Administrator. The Settlement
3 Administrator will run a check of the Class Members' addresses against those on
4 file with the U.S. Postal Service's National Change of Address List; this check will
5 be performed only once per Class Member by the Settlement Administrator.
6 Absent mutual written agreement of counsel for the Parties or Court order, the
7 Settlement Administrator will keep this database confidential and use it only for the
8 purposes described herein, and will return this database to Defendant upon final
9 approval of the settlement or destroy electronic records containing the database
10 after the Settlement is final and all payments are distributed as required under this
11 Agreement.

12 (b) Within 15 calendar days after the Class database is provided to the Settlement
13 Administrator, the Settlement Administrator will mail and e-mail where e-mail
14 addresses are available, the Notices of Class Action Settlement and Notices of
15 Settlement Payment to the Class Members by first class United States mail. There
16 will be a 60 day period from the date the Notices of Class Action Settlement and
17 Notices of Settlement Payment are mailed during which Class Members can
18 submit a claim, dispute the information contained in the Notice of Settlement
19 Payment, file an objection, or request exclusion (opt-out) from the Settlement.

20 (c) Notices returned to the Settlement Administrator as non-deliverable during the 60
21 calendar-day period shall be resent to the forwarding address, if any, on the
22 returned envelope. A returned Notice will be forwarded only once per Class
23 Member by the Settlement Administrator. If there is no forwarding address, the
24 Settlement Administrator will do a computer search for a new address using the
25 Class Member's social security number; this search will be performed only once
26 per Class Member by the Settlement Administrator. Upon completion of these
27 steps by the Settlement Administrator, Defendant and the Settlement Administrator
28 shall be deemed to have satisfied their obligations to provide the Notice of Class

1 Action Settlement and Notice of Settlement Payment to the affected Class
2 Member. The affected Class Member shall remain a member of the Class and shall
3 be bound by all the terms of the Settlement and the Court's Order and Final
4 Judgment. Any Class Member whose Notice is resent pursuant to the procedure
5 set forth herein shall have 60 days from the date of the subsequent mailing to
6 dispute the information contained in the Notice of Settlement Payment, file an
7 objection, or request exclusion (opt-out) from the Settlement. The subsequent
8 mailing shall occur within seven days of the Settlement Administrator's receipt of
9 the returned mail.

- 10 (d) The Settlement Administrator will not send any reminder notices of any nature to
11 the Class Members.
- 12 (e) Within 15 days of preliminary approval, the Settlement Administrator shall create a
13 website containing a copy of operative complaint, notice, settlement agreement,
14 preliminary approval order, and all papers filed in connection with preliminary
15 approval motions (including all orders and tentative rulings) to the class.
- 16 (f) . The Settlement Administrator shall maintain the website until at least 180 days
17 after the Effective Date.
- 18 (g) The Settlement Administrator shall also provide Class Members with notice of
19 entry of judgment by mail, and by posting it to the website
- 20 (h) Class Counsel shall provide to the Court, at least five calendar days prior to the
21 final approval hearing, a declaration by the Settlement Administrator of due
22 diligence and proof of mailing with regard to the mailing of the Notices of Class
23 Action Settlement and Notices of Settlement Payment.

24 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

25 20. As set forth above, each Class Member will have 60 calendar days after the mailing of the
26 Notice of Class Action Settlement within which to postmark to the Settlement Administrator any challenge
27 or dispute to the information on the Settlement Allocation Form. No disputes will be honored if they are
28 postmarked after the 60 calendar-day period, unless the parties mutually agree to accept the untimely

dispute. Each Class Member is responsible to maintain a photocopy of any documents sent to the Settlement Administrator and a record of proof of delivery.

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

22. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall become null and void, and 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.

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

RELEASE BY THE CLASS REPRESENTATIVE

24. Plaintiff makes the following general release of all claims, known or unknown (the "General Release"):

- (a) Plaintiff, and her successors, assigns, and/or agents, shall fully and finally release and discharge Defendant and each of its parent companies and subsidiaries, and past or present affiliates, shareholders, members, representatives, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, auditors, consultants, and any past, present, or future officers, directors and employees), and each of their predecessors, successors, heirs, and assigns

(collectively the “Named Plaintiff’s Released Parties”) from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Named Plaintiff’s Released Parties committed or omitted prior to the execution hereof.

(b) The General Release includes any unknown claims the Plaintiff does not know or suspect to exist in the Plaintiff’s favor at the time of the General Release, which, if known by the Plaintiff, might have affected Plaintiff’s settlement with, and release of, the Named Plaintiff’s Released Parties by the Plaintiff or might have affected the Plaintiff’s decisions not to object to this Settlement or the General Release.

(c) With respect to the General Release, the Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have, and by operation of the Final Approval Order shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25. Plaintiff may hereafter discover facts in addition to or different from those the Plaintiff now knows or believes to be true with respect to the subject matter of the General Release, but the Plaintiff, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in

1 the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a
2 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different
3 or additional facts.

4 **RELEASE BY THE CLASS**

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

- 8 (a) **Identity of Released Parties.** The Class Members, other than those who file
9 Exclusion (“opt-out”) Forms, will fully release and hold harmless Defendant, and
10 each of its/their former and present direct and/or indirect owners, dba's, affiliates,
11 parents, subsidiaries, brother and sister corporations, divisions, related companies,
12 successors and predecessors, and current and former employees, attorneys, officers,
13 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,
14 subrogees, executors, partners, privies, agents, servants, insurers, representatives,
15 administrators, employee benefit plans, and assigns of said entities (collectively
16 “Releasees”).
- 17 (b) **Claims Released By Class Members.** As of the Effective Date, and upon payment
18 of amounts set forth herein, and except as to such rights or claims as may be
19 created by this Agreement, each and every Settlement Class Member, on behalf of
20 himself or herself and his or her heirs and assigns, unless he or she has properly
21 elected to opt out of the class, hereby releases Releasees from the following claims
22 (“Released Claims”) for the entire Class Period:
- 23 1) any and all claims stated in the Action, implicitly or explicitly, including
24 but not limited to state and/or federal wage and hour claims (including all
25 claims under the California Labor Code and the Fair Labor Standards Act)
26 for unpaid wages, unreimbursed expenses, minimum wage, overtime, off-
27 the-clock work, meal periods, rest periods, interest, penalties, and attorneys'
28 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,;

2)

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, separation pay violations, unreimbursed expenses, unfair business practices, 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.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

27. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;

- (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- (d) Approving as to form and content the proposed Notice of Settlement Payment;
- (e) Directing the mailing of the Notices; and
- (f) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

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

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

NULLIFICATION AND TERMINATION

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

30. If 15% or more of the Class Members request exclusion or opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice no later than 15 calendar days after the opt-out period has expired.

31. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement

1 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
2 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all
3 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
4 neither entered into nor filed with the Court.

5 **PARTIES' AUTHORITY**

6 32. The signatories hereto hereby represent that they are fully authorized to enter into this
7 Settlement and bind the Parties hereto to the terms and conditions thereof.

8 **MUTUAL FULL COOPERATION**

9 33. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
10 including, but not limited to, execution of such documents and taking such other action as reasonably may
11 be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best
12 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
13 necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.
14 As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and
15 cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's
16 preliminary and final approval of this Settlement.

17 **NO PRIOR ASSIGNMENTS**

18 34. The Parties and their respective counsel represent, covenant, and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
20 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
21 released and discharged except as set forth herein.

22 **NO ADMISSION OF LIABILITY**

23 35. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
24 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
25 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has
26 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
27 attendant inconvenience and expenses.
28

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

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

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

Jeffrey H. Lowenthal (State Bar No. 111763)
**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 (State Bar No. 202105)
Email: rlazenby@victorrane.com
Geneva A. Collins (State Bar No. 187023)
Email: gcollins@victorrane.com
VICTOR RANE
101 Montgomery St. Suite 2300
San Francisco, California 90414
Telephone: (415) 365-1810
Facsimile: (415) 376-5136

1 **CONSTRUCTION**

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

6 **CAPTIONS AND INTERPRETATIONS**

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

10 **MODIFICATION**

11 40. This Settlement may not be changed, altered, or modified, except in writing and signed by the
12 Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance
13 in accordance with its terms or by a writing signed by the Parties hereto.

14 **INTEGRATION CLAUSE**

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

19 **BINDING ON ASSIGNS**

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

22 **CLASS COUNSEL SIGNATORIES**

23 43. It is agreed that because the members of the Class are so numerous, it is impossible or
24 impractical to have each member of the Class execute this Settlement. The Notice of Class Action
25 Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of the release, and the
26 release shall have the same force and effect as if this Settlement were executed by each member of the
27 Class.
28

1 **COUNTERPARTS**

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

6 **PUBLICITY**

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

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

26 IT IS SO STIPULATED.

27
28 *[signatures on following page]*

1 **Plaintiff & Class Representative:**

2 Dated: 6/25/2020

By: 

MALU VAESAU

4
5 **Plaintiff's Counsel:**

6 Dated: 6/29/2020

MOON & YANG, APC

By: 

Kane Moon
Allen Feghali
Attorneys for Plaintiff

10 **Defendant:**

11 Dated:

DOUBLE AA CORPORATION

By: _____

Print Name

Signature

Title

18 **Defendant's Counsel:**

19 Dated:

VICTOR RANE

By: _____

Geneva Collins
Attorneys for Defendant Double AA Corporation

1 **Plaintiff & Class Representative:**

2 **Dated:**

By: _____
MALU VAESAU

5 **Plaintiff's Counsel:**

6 **Dated:**

MOON & YANG, APC

By: _____
Kane Moon
Allen Feghali
Attorneys for Plaintiff

10 **Defendant:**

11 **Dated:** June 26, 2020

DOUBLE AA CORPORATION

By: Robert Spurlock
Print Name

Robert Spurlock
Signature

Director of Operations
Title

18 **Defendant's Counsel:**

19 **Dated:** June 26, 2020

VICTOR RANE

By: Geneva Collins
Geneva Collins
Attorneys for Defendant Double AA Corporation

EXHIBIT D

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. ~~Feri L. Jackson~~ ~~or other Judge assigned to this matter~~ Andrew Y.S. Cheng 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:		<u>DEADLINE TO ACT</u>
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.	<i><u>There is no deadline for this action. More details regarding this action can be found under OPTION A in the section entitled “What are my options in this matter?” which starts on page 4 of this notice.</u></i>
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.	<i><u>The deadline to request exclusion is <u><sixty days from mailing></u>. More details regarding this option can be found under OPTION C in the section entitled “What are my options in this matter?” which starts on page 4 of this notice.</u></i>
OBJECT	To object to the Settlement, you must mail <u>or e-mail</u> a written explanation of why you don’t like the Settlement to the Claims Administrator. This option is available <u>only if you do not</u>	<i><u>The deadline to object is <u><sixty days from mailing></u>. More details regarding this option can be found under OPTION B in the section entitled “What are my options in this matter?” which starts on page 4 of this notice.</u></i>

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	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.	
<u>DISPUTE COVERED WORKWEEKS</u>	<u>To dispute your covered workweeks, please see the instructions on the enclosed settlement allocation form.</u>	<u>The deadline to object is <sixty days from mailing>. More details regarding this option can be found in the enclosed Settlement Allocation Form.</u>

Who is affected by this proposed Settlement?

The Court has preliminary 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 for Settlement Purposes

Only

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

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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~~ settlement purposes only. 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. The Net Settlement Amount is estimated to be \$89,666.67, which results in an average payment of \$830.25 per Class Member. This amount will vary based on the duration of your employment during the Class Period. 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

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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?

Once the Settlement is approved and final, and in exchange for the consideration provided pursuant to the Settlement, the Named Plaintiff and each Settlement Class Member (i.e., each Settlement Class Member who does not submit a valid Exclusion Form) will release Double AA Corporation, its directors, officers, agents, and employees, and each of them (hereinafter collectively the "Released Persons") from the claims stated in the Complaint, including claims for failure to pay overtime wages, non-provision of meal and rest periods, late payments of wages, wage statement violations, recordkeeping violations, and associated statutory and civil penalties during the Class Period. The claims released herein also include any claim for taxes associated with any such claim, attorneys' fees and costs against any of the Released Persons arising out of the Settlement of which it is part.

The complete terms of the release can be found in paragraph 26 of the Settlement Agreement. A copy of the Settlement Agreement can be found on the settlement website at www.doubleaa.com, or can be requested from the Settlement Administrator or the attorneys identified in this notice. You can talk to one of the lawyers listed above for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

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

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~~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. If you choose Option A, you may also (1) object to the settlement and/or (2) dispute your number of Covered Workweeks, as explained below.

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.

Even if you choose to remain in the class, you may dispute the number of Covered Workweeks. Further information regarding this option can be found in the enclosed Settlement Allocation Form.

OPTION B. 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~~ may 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] or by email at <<e-mail address>>. The Notice of Objection ~~must~~ should: (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 are not required to file a notice of intent to appear at the final approval hearing. If you file an objection, you may, but are not required to, appear in person at the final approval hearing to object. 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.**

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OPTION C. 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 operative complaint, notice, settlement agreement, preliminary approval order, and all papers filed in connection with preliminary approval motions (including all orders and tentative rulings are available at the following website: <<insert site>>, Settlement Agreement You can also access ~~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** for free at the Court's website (<https://www.sfsuperiorcourt.org/online-services>) by following the link, and then selecting "Case Query" and entering the case number for this matter which is -CGC-19-572598.

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

EXHIBIT E

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 JANUARY 31, 2020, 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. Andrew Y.S. Cheng on [REDACTED], 2020, at [REDACTED] 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:		DEADLINE TO ACT
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.	There is no deadline for this action. More details regarding this action can be found under OPTION A in the section entitled “ <i>What are my options in this matter?</i> ” which starts on page 4 of this notice.
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.	The deadline to request exclusion is <sixty days from mailing>. More details regarding this option can be found under OPTION C in the section entitled “ <i>What are my options in this matter?</i> ” which starts on page 4 of this notice.
OBJECT	To object to the Settlement, you must mail or e-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	The deadline to object is <sixty days from mailing>. More details regarding this option can be found under OPTION B in the section entitled “ <i>What are my options in this matter?</i> ” which starts on page 4 of this notice.

	Settlement. You must also state whether you intend to intervene in this lawsuit and become a named party to the Action.	
DISPUTE COVERED WORKWEEKS	To dispute your covered workweeks, please see the instructions on the enclosed settlement allocation form.	The deadline to object is <sixty days from mailing>. More details regarding this option can be found in the enclosed Settlement Allocation Form.

Who is affected by this proposed Settlement?

The Court has preliminary 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 Malu 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 for Settlement Purposes Only

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 settlement purposes only. 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. The Net Settlement Amount is estimated to be \$89,666.67, which results in an average payment of \$830.25 per Class Member. This amount will vary based on the duration of your employment during the Class Period. 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?

Once the Settlement is approved and final, and in exchange for the consideration provided pursuant to the Settlement, the Named Plaintiff and each Settlement Class Member (i.e., each Settlement Class Member who does not submit a valid Exclusion Form) will release Double AA Corporation, its directors, officers, agents, and employees, and each of them (hereinafter collectively the “Released Persons”) from the claims stated in the Complaint, including claims for failure to pay overtime wages, non-provision of meal and rest periods, late payments of wages, wage statement violations, recordkeeping violations, and associated statutory and civil penalties during the Class Period. The claims released herein also include any claim for taxes associated with any such claim, attorneys’ fees and costs against any of the Released Persons arising out of the Settlement of which it is part.

The complete terms of the release can be found in paragraph 26 of the Settlement Agreement. A copy of the Settlement Agreement can be found on the settlement website at www. .com, or can be requested from the Settlement Administrator or the attorneys identified in this notice. You can talk to one of the lawyers listed above for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

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. If you choose Option A, you may also (1) object to the settlement and/or (2) dispute your number of Covered Workweeks, as explained below.

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.

Even if you choose to remain in the class, you may dispute the number of Covered Workweeks. Further information regarding this option can be found in the enclosed Settlement Allocation Form.

OPTION B. Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate, you may object to it. To object, you may submit a written objection (“Notice of Objection”) to the Claims Administrator at [.com](mailto: .com), [City], [State] [Zip] or by email at [<<e-mail address>>](mailto: <<e-mail address>>). The Notice of Objection should: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; (4) 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 are not required to file a notice of intent to appear at the final approval hearing. If you file an objection, you may, but are not required to, appear in person at the final approval hearing to object. 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 C. 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 operative complaint, notice, settlement agreement, preliminary approval order, and all papers filed in connection with preliminary approval motions (including all orders and tentative rulings are available at the following website: <<insert site>>. You can also access records relating to the lawsuit for free at the Court’s website (<https://www.sfsuperiorcourt.org/online-services>) by following the link, and then selecting “Case Query” and entering the case number for this matter which is CGC-19-572598.

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

EXHIBIT F

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.

The total Covered Workweeks worked by all Class Members is: <<[redacted]>>
The estimated net settlement amount is: \$89,666.67

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 or e-mail 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]
[e-mail address]

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~~ made within 14 days of the submission of the dispute. You may appeal the resolution of such dispute at the Final Approval Hearing, and if not satisfied with the Court's decision, may at that request exclusion from the settlement.

EXHIBIT G

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.). 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.

The total Covered Workweeks worked by all Class Members is: <<[REDACTED]>>
The estimated net settlement amount is: \$89,666.67

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 or e-mail 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 January 31, 2020>>.

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] [e-mail address]
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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 a 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 made within 14 days of the submission of the dispute. You may appeal the resolution of such dispute at the Final Approval Hearing, and if not satisfied with the Court's decision, may at that request exclusion from the settlement.

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 **June 29, 2020**, I served the foregoing document described as:

6 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S**
7 **SUPPLEMENTAL BRIEFING IN SUPPORT OF PRELIMINARY APPROVAL OF**
8 **CLASS ACTION SETTLEMENT**

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

10 Richard A. Lezanby, Esq.
11 *Rlezanby@victorrane.com*
12 Geneva A. Collins, Esq.
13 *Gcollins@victorrane.com*
14 **VICTOR RANE**
101 Montgomery St., suite 2300
San Francisco, CA 90414
Telephone: 415-365-1810
Facsimile: 415-376-5136

Jeffrey H. Lowenthal, Esq.
Jlowenthal@steyerlaw.com
Cody T. Stroman, Esq.
Cstroman@steyerlaw.com
STEYER LOWENTHAL
BOODROOKAS ALVAREZ & SMITH
LLP
235 Pine Street , 15th Floor
San Francisco, CA 94104

15 ***Attorneys for Defendant Double AA Corporation***

16 [] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
17 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with
18 the firm's practice of collection and processing correspondence for mailing. Under that
19 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
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.

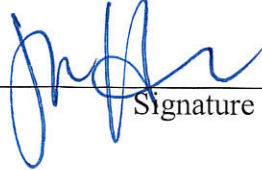
20 [] **BY PERSONAL DELIVERY:** I delivered said document(s) to the office of the
21 addressee shown above under whom it says delivered by personal delivery.

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

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

25 Executed this **June 29, 2020** at Los Angeles, California.

26
27 Jackeline Hernandez
Type or Print Name

28 
Signature