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**SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF KERN**ERIN HERRING, an individual, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

CERTIS U.S.A. L.L.C., a Delaware limited  
liability company; and DOES 1 through 20,  
inclusive;

Defendants.

Case Number: BCV-22-102755

**CLASS ACTION****STIPULATION OF CLASS ACTION  
SETTLEMENT**Complaint Filed: October 18, 2022  
Trial Date: None set

This Stipulation of Class Action Settlement (“Agreement”) is made by and between plaintiff ERIN HERRING (“Plaintiff”), on the one hand, and Defendant CERTIS U.S.A., LLC, a Delaware limited liability company (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

**1. DEFINITIONS.**

1.1. Action. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant titled *Erin Herring v. Certis U.S.A., L.L.C.*, Case No. BCV-22-102755, filed on October 18, 2022, and pending in the Superior Court of the State of California, for the County of Kern.

1.2. Administrator. “Administrator” means IYLM Group, or another the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. Administration Expenses Payment. “Administration Expenses Payment” means the amount not to exceed twenty thousand dollars and zero cents (\$15,000.00) the Administrator shall be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. Aggrieved Employees. “Aggrieved Employees” shall mean all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period

1.5. Class. “Class” means Plaintiff and all individuals who are or were employed by Defendant in California as a non-exempt employee from June 21, 2021 through the date of preliminary approval of the settlement.

1.6. Class Counsel. “Class Counsel” means Melmed Law Group, P.C. including Jonathan Melmed and Laura M. Supanich.

1.7. Class Counsel Fees Payment. “Class Counsel Fees Payment” and/or “Class Counsel Attorneys’ Fee Award” mean an amount of up to one-third (1/3) of the Gross Settlement Amount payable to Class Counsel for reasonable attorneys’ fees incurred to prosecute the Action, as to be determined by the Court.

1.8. Class Counsel Litigation Expenses Payment. “Class Counsel Litigation Expenses

1 Payment” and/or “Class Counsel Costs Award” mean an amount up to twenty-five thousand dollars and  
2 zero cents (\$25,000.00) allocated to Class Counsel for reimbursement expenses incurred to prosecute the  
3 Action, as to be determined by the Court.

4 1.9. Class Data. “Class Data” and/or “Class List” means Class Member identifying information  
5 in Defendant’s possession including the Class Member’s name, last-known mailing address, Social  
6 Security number, dates of employment with CERTIS U.S.A., L.L.C., and number of Workweeks and  
7 PAGA Pay Periods Class Members worked respectively.

8 1.10. Class Member or Settlement Class Member. “Class Member” or “Settlement Class  
9 Member” means a member of the Class, as either a Participating Class Member or a Non-Participating  
10 Class Member.

11 1.11. Class Member Address Search. “Class Member Address Search” means the  
12 Administrator’s investigation and search for current Class Member mailing addresses using all reasonably  
13 available sources, methods and means including, but not limited to, the National Change of Address  
14 database, skip traces, and direct contact by the Administrator with Class Members.

15 1.12. Class Notice. “Class Notice” means the COURT APPROVED NOTICE OF CLASS  
16 ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to  
17 Class Members in English with a Spanish translation, in the form, without material variation, attached as  
18 **Exhibit A** and incorporated by reference into this Agreement.

19 1.13. Class Period. “Class Period” means the time period beginning on June 21, 2021 through  
20 the date of Preliminary Approval.

21 1.14. Class Representative. “Class Representative” means Erin Herring, the named Plaintiff in  
22 the operative complaint in the Action.

23 1.15. Class Representative Service Payment. “Class Representative Service Payment” means the  
24 payment not to exceed SEVEN THOUSAND, FIVE HUNDRED DOLLARS, AND ZERO CENTS  
25 (\$7,500.00) to the Class Representative for initiating the Action and providing services in support of the  
26 Action.

27 1.16. Court. “Court” means the Superior Court of the State of California, County of Kern, and  
28 the Judicial Officer presiding over this matter.

1.17. Covered Class Workweek. “Covered Class Workweek” and/or “Workweek” means any week during which a Class Member worked for CERTIS U.S.A, LLC as a non-exempt employee during the Class Period.

1.18. Defendant. “Defendant” means named Defendant CERTIS U.S.A., LLC.

1.19. Defense Counsel. “Defense Counsel” means Jackson Lewis, P.C., including Chad Bernard, Leila Nourani, and Orlando Arellano.

1.20. Effective Date. The effective date of the Settlement shall mean the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant’s Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of Settlement; (5) 65 calendar days have passed since the Court has entered a final Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of Settlement; and (6) in the event there are written objections filed prior to the final fairness hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing the appeal, writ or other appellate proceeding opposing the Court’s final Order approving the Stipulation of Settlement has elapsed without appeal, writ or other appellate proceeding having been filed; or if any appeal, writ or other appellate proceeding opposing the Court’s final Order approving the Stipulation of Settlement has been filed, five business days after any appeal, write or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.21. Employer’s Payroll Taxes. “Employer’s Payroll Taxes” means Defendant CERTIS U.S.A., LLC’s share of any applicable employer payroll taxes on the wage-portion of the Individual Class Payments to be paid in connection with the Settlement, which it shall pay in addition to, and separate from, the Gross Settlement Amount.

1.22. Exhibit. “Exhibit” means **Exhibit A** (the proposed Class Notice)

1.23. Final Approval. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.24. Final Approval Order. “Final Approval Order” means the Court’s order, which shall, among other things, finally approve the fairness, reasonableness, and adequacy of this Settlement Agreement.

1.25. Final Approval Hearing. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.26. Final Judgment. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.27. Gross Settlement Amount. “Gross Settlement Amount” or “GSA” means two hundred ten thousand dollars and zero cents (\$210,000.00). Defendant shall separately pay its share of the Employer’s Taxes in addition to the Gross Settlement Amount on the portion of each Individual Class Payment allocated as wages.

1.28. Escalation Clause. The “Escalation Clause” means the contingent provision that provides: if the number of workweeks on the date of Preliminary Approval of the settlement is greater than 9,061 (15% above 7879 workweeks), then the Gross Settlement Amount shall be increased proportionately for each additional week worked above 9,061. However, Defendant may elect either to: (1) pay the additional amount proportionate to the increase in workweeks; or (2) Defendant may elect to rescind the settlement.

1.29. Individual Class Payment. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of workweeks during the Class Period.

1.30. Individual PAGA Payment. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated based on the pro rata number of pay periods worked by each particular Aggrieved Employee during the PAGA Period as a proportion of all pay periods worked by all Aggrieved Employees.

1.31. Judgment. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.32. LWDA. “LWDA” means the California Labor and Workforce Development Agency, the

agency entitled, under Labor Code section 2699, subd. (i) to receive notice of the settlement of the PAGA claims asserted in the Action.

1.33. LWDA PAGA Payment. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.34. Net Settlement Amount. “Net Settlement Amount” means the Gross Settlement Amount, less the following amounts: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder shall be paid to Participating Class Members as Individual Class Payments. Any amounts the Court finally approves for such deductions, which are less than the amounts proposed, shall remain a part of the Net Settlement Amount.

1.35. Non-Participating Class Member. “Non-Participating Class Member” means any Class Member who opts out of the non-PAGA portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.36. PAGA. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.37. PAGA Notice. “PAGA Notice” means Plaintiff’s October 18, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.38. PAGA Penalties. “PAGA Penalties” means TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount to compensate for settlement of the PAGA claims of the Class Members and the LWDA. The PAGA Penalties shall be allocated as follows: EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$18,750.00) for the seventy-five percent (75%) of PAGA penalties to the LWDA, and SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$6,250.00) for the twenty-five percent (25%) due to the allegedly Aggrieved Employees.

1.39. PAGA Period. “PAGA Period” means the time period beginning on October 18, 2021 and ending on the date of Preliminary Approval.

1.40. Participating Class Member. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.41. Plaintiff. “Plaintiff” means plaintiff Erin Herring, the named plaintiff in the Action.

1.42. Plaintiff's Further Released Claims. "Plaintiff's Further Released Claims" means the claims and causes of action, except for any claims or causes of action arising out of the obligations created in this Agreement, Plaintiff, individually, and in addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims, expressly and further releases against the Released Parties including by waiver of all rights, protections and benefits under California Civil Code section 1542, which includes claims known and unknown related to Plaintiff's employment with Defendant, claims alleged in the Action, any additional claims Plaintiff may have against Defendant, except as may be prohibited by law, which may have existed at the time Plaintiff signs this Agreement. Plaintiff's Further Released Claims excludes claims for unemployment insurance, disability, social security, workers' compensation (except for claims pursuant to Labor Code sections 132a and 4553), and any claims or causes of action arising out of any event or controversy occurring after the time Plaintiff signs this Agreement including for any obligation arising out of the MOU.

1.43. Preliminary Approval. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.44. Preliminary Approval Order. "Preliminary Approval Order" means the order granting preliminary approval of stipulation of the class and PAGA representative action settlement, which shall, among other things, preliminarily approve the fairness, reasonableness, and adequacy of this Settlement Agreement.

1.45. Released Class Claims. "Released Class Claims" means the claims being released as described in Paragraph 5.3 (Release of Released Class Claims by Participating Class Members) below.

1.46. Released PAGA Claims. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 (Release of Released PAGA Claims by Aggrieved Employees) below.

1.47. Released Parties. "Released Parties" means Defendant together with their present and former parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors, trustees, shareholders, members, partners, managing employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors, and assigns who may be held liable for any of the Released Class Claims and the Released PAGA Claims.

1.48. Request for Exclusion. "Request for Exclusion" and/or "Opt-Out Request" means a Class

1 Member's submission of a written request to be excluded from the Class Settlement signed by the Class  
2 Member.

3 1.49. Response Deadline. "Response Deadline" means thirty (30) days after the Administrator  
4 mails Notice to Class Members and Aggrieved Employees, which shall be the last date on which Class  
5 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail  
6 his or her Objection to the Settlement, and (c) fax, email, or mail workweek disputes. Class Members to  
7 whom Class Notices are resent after having been returned undeliverable to the Administrator shall have  
8 an additional 15 days beyond the Response Deadline has expired.

9 1.50. Settlement. "Settlement" means the disposition of the Action effected by this Agreement  
10 and the Judgment.

11 1.51. Unclaimed Property Fund. "Unclaimed Property Fund" means the California Controller's  
12 Unclaimed Property Fund (Cal. Code Civ. Proc. § 1314).

13 **2. RECITALS.**

14 2.1. 10/14/2022 Commencement of Action and Complaint. On October 14, 2022, Plaintiff  
15 commenced this Action by filing a Complaint alleging causes of action against Defendant alleging (1)  
16 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required rest  
17 periods; (4) failure to provide required meal periods; (5) failure to indemnify employees for necessary  
18 expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7)  
19 failure to pay timely and all wages due to discharged and quitting employees; (8) failure to timely pay  
20 wages during employment; (9) failure to maintain reasonable temperatures; and (10) unfair and unlawful  
21 business practices.

22 2.2. 10/18/2022 Plaintiff's PAGA Notice to the LWDA and Defendant. On October 18, 2022,  
23 pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the  
24 LWDA of alleged Labor Code violations by sending a PAGA Notice, a copy of which is attached hereto  
25 as Exhibit B.

26 2.3. 01/25/2023 First Amended Complaint and Operative Complaint. On January 25, 2023,  
27 Plaintiff filed a First Amended Complaint adding an Eleventh Cause of Action against Defendant for  
28 PAGA claims based on Plaintiff's PAGA Notice. The First Amended Complaint is the operative complaint



1 in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint,  
2 denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all  
3 liability for the causes of action alleged.

4 2.4. 09/12/23 Private Mediation and Negotiations Leading to this Agreement. On September  
5 12, 2023, the Parties participated in an all-day mediation presided over by a professional with an  
6 experienced wage and hour class action mediator, Tripper Ortman, which led to the Parties’ September  
7 12, 2023 execution of memorandum of understanding that included the material terms of a class and  
8 representative action (“MOU”) which formed the basis of this Agreement to settle the Action.

9 2.5. This Court has Not Certified a Class in this Action. Prior to mediation, Plaintiff and Class  
10 Counsel engaged in substantial investigation about the Defendant’s business practices in California.  
11 Plaintiff obtained documents, data, and information from Defendant and other sources. As a condition of  
12 mediation, the Parties engaged in extensive informal exchange of information. Plaintiff obtained  
13 Defendant’s wage and hour business policies in effect during the Class Period as well as a sampling of  
14 Class Member time and pay records consisting of a large volume of data and consisting of several hundred  
15 thousand data points. Accordingly, Plaintiff’s investigation was sufficient to satisfy the criteria for court  
16 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*  
17 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

18 2.6. This Court has Not Certified a Class in this Action. The Court has not granted class  
19 certification, nor has Plaintiff moved for class certification.

20 2.7. The Parties are Unaware of Other Pending Matters that Will be Extinguished or Affected  
21 by the Settlement. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any  
22 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 23 **3. MONETARY TERMS.**

24 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9.1 (the Escalation  
25 Clause), Defendant promises to pay no less than TWO HUNDRED TEN THOUSAND DOLLARS AND  
26 ZERO CENTS (\$210,000.00), as the Gross Settlement Amount and Defendant agrees to separately pay  
27 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments as  
28 Employer’s Payroll Taxes. Defendant has no obligation to pay the Gross Settlement Amount (or any

1 payroll taxes) prior to the deadline stated in Paragraph 4.3. The Administrator will disburse the entire  
2 Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendant.

3 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
4 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
5 Approval:

6 3.2.1. Class Representative Service Payment to Plaintiff. A Class Representative Service  
7 Payment to the Class Representative of not more than SEVEN THOUSAND, FIVE HUNDRED  
8 DOLLARS, AND ZERO CENTS (\$7,500.00) (in addition to any Individual Class Payment and any  
9 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class  
10 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that  
11 does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation  
12 Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no  
13 later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative  
14 Service Payment less than the amount requested, then the Administrator will retain the remainder in the  
15 Net Settlement Amount. Plaintiff assumes full responsibility and liability for employee taxes owed on the  
16 Class Representative Service Payment.

17 3.2.2. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to  
18 Class Counsel. A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement  
19 Amount, which is currently estimated to be SEVENTY THOUSAND DOLLARS, AND ZERO CENTS  
20 (\$70,000.00) and a Class Counsel Litigation Expenses Payment of not more than TWENTY-FIVE  
21 THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00). Defendant will not oppose requests for  
22 these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a  
23 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court  
24 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a  
25 Class Counsel Litigation Expenses Payment less than the amounts requested, then the Administrator will  
26 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class  
27 Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fee  
28 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class

1 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class  
2 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and  
3 the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies  
4 Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

5 3.2.3. Administrator Expenses Payment to the Administrator. An Administrator Expenses  
6 Payment not to exceed FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) except for  
7 a showing of good cause and as approved by the Court. To the extent the Administrator Expenses are less  
8 or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the  
9 Net Settlement Amount.

10 3.2.4. Individual Class Payments to Each Participating Class Member and Calculating  
11 Individual Class Payments. An Individual Class Payment calculated by (a) dividing the Net Settlement  
12 Amount by the total number of Workweeks worked by all Participating Class Members during the Class  
13 Period and (b) multiplying the result by each Participating Class Member's Workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments as Twenty-Five Percent (25%) Wage  
15 Portion and as Seventy-Five Percent (75%) Non-Wage Portion. Twenty-five percent (25%) of each  
16 Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims  
17 (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS  
18 W-2 Form. Seventy-five percent (75%) of each Participating Class Member's Individual Class Payment  
19 will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-  
20 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating  
21 Class Members assume full responsibility and liability for any employee taxes owed on their Individual  
22 Class Payment.

23 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class  
24 Payments. Non-Participating Class Members will not receive Individual Class Payments.

25 3.2.5. PAGA Penalties to the LWDA and Aggrieved Employees. PAGA Penalties in the  
26 amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) to be paid from  
27 the Gross Settlement Amount, with 75%, i.e., EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY  
28 DOLLARS AND ZERO CENTS (\$18,750.00) allocated to the LWDA PAGA Payment and 25% i.e., SIX

1 THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$6,250.00) allocated to the  
2 Individual PAGA Payments.

3           3.2.5.1.Calculation of Individual PAGA Payments to Aggrieved Employees. The  
4 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved  
5 Employees' 25% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all  
6 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved  
7 Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any  
8 taxes owed on their Individual PAGA Payment. A request to Opt Out of the Class Settlement shall not  
9 serve to exclude the Class Member from participation in the PAGA Settlement Class. Opt-Outs shall still  
10 be entitled to their share of the PAGA Payment. Class Members who are also Aggrieved Employees shall  
11 have no right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

12           3.2.5.2.Tax Allocation of Individual PAGA Payments as Non-Wages. The Administrator  
13 will report the Individual PAGA Payments on IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15           4.1. Class Workweeks and Aggrieved Employee Pay Periods Estimate. Based on a review of  
16 its records during the Class Period, Defendant represents the Class consists of approximately 81 persons  
17 who worked approximately 7,879 Covered Class Workweeks from June 21, 2021 until the time of the  
18 Parties' mediation on September 12, 2023.

19           4.2. Defendant's Transfer of Class Data to the Administrator Within 14 Days of Preliminary  
20 Approval. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant  
21 will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
22 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data  
23 in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict  
24 access to the Class Data to Administrator employees who need access to the Class Data to effect and  
25 perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if  
26 they discover that the Class Data omitted class member identifying information and to provide corrected  
27 or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
28 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted  
2 Class Data.

3 4.3. Defendant's Funding of Gross Settlement Amount Within 21 Days of the Effective Date.

4 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully  
5 pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days  
6 after the Effective Date. If Defendant fails to remit the Gross Settlement Amount to the Administrator in  
7 full on the date it is due, then Defendant shall be obligated to pay the legal rate of interest for all amounts  
8 due and owing until Defendant remits the Gross Settlement Amount to the Administrator in full and such  
9 interest shall become part of the Net Settlement Amount and distributed to Participating Class Members.

10 4.4. Administrator's Payments from the Gross Settlement Amount Within 14 Days of  
11 Receiving the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement  
12 Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA  
13 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees  
14 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.  
15 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and  
16 the Class Representative Service Payment shall not precede disbursement of Individual Class Payments  
17 and Individual PAGA Payments.

18 4.4.1. Administrator's National Change of Address Search and Individual Class Payment  
19 and/or Individual PAGA Payment Mailings by First Class U.S. Mail with 180 Day Void Date. The  
20 Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and  
21 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall  
22 prominently state the date (not less than 180 days after the date of mailing) when the check will be voided.  
23 The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks  
24 for Individual Settlement Payments to all Participating Class Members (including those for whom Class  
25 Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to  
26 all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved  
27 Employees (including those for whom Class Notice was returned undelivered). The Administrator may  
28 send Participating Class Members a single check combining the Individual Class Payment and the

Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. Administrator's Re-Mailing of Undelivered and Returned Individual Class Payment and/or Individual PAGA Payment Checks Within Seven (7) Days of Receipt. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. Administrator's Transfer of Void Individual Class Payment and Individual PAGA Payment Amounts to the State Unclaimed Property Division. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the amount of the Individual Class Payment and Individual PAGA Payment to the California State Controller's Office in accordance with California Unclaimed Property Law so that the Class Member will have his or her Individual Class Payment available to him or her per the applicable claim procedure to request that money from the State of California. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and the California Code of Civil Procedure section 384 shall not apply.

4.4.4. No Employee Benefits Conferred as a Result of Individual Class Payments and/or Individual PAGA Payments. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any 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 Agreement, nor shall Individual Class Payments and Individual PAGA Payments entitle any Class Member or PAGA Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendant to the Class Members and PAGA

Members, and that the Class Members and PAGA Members shall not be entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (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).

**5. RELEASES OF CLAIMS.**

5.1. Releases of Claims Against Released Parties When Gross Settlement Amount Paid in Full. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.2. Plaintiff's Release of Plaintiff's Further Released Claims Against Defendant. Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties including by waiver of all rights, protections and benefits under California Civil Code section 1542, which includes all claims known and unknown related to Plaintiff's employment with Defendant CERTIS U.S.A. LLC, including claims alleged in the Action, any additional claims Plaintiff may have against Defendant CERTIS U.S.A., LLC, except as may be prohibited by law, which may have existed at the time Plaintiff signs this Agreement. Plaintiff's Further Released Claims excludes claims for unemployment insurance, disability, social security, workers' compensation (except for claims pursuant to Labor Code sections 132a and 4553), and any claims or causes of action arising out of any event or controversy occurring after the time Plaintiff signs this Agreement including for any obligation arising out of this Agreement.

5.2.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's release of Plaintiff's Further Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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.

1           5.3.   Release of Released Class Claims by Participating Class Members. All Participating Class  
2 Members, on behalf of themselves and their respective former and present representatives, agents,  
3 attorneys, heirs, administrators, successors, and assigns, are deemed to release Released Parties from those  
4 claims alleged in the operative Complaint under state, federal (including related allegations under the  
5 Federal Labor Standards Act) or local law, whether statutory, common law or administrative law, arising  
6 out of or related to allegations set forth in the operative Complaint or PAGA Notice to the LWDA,  
7 including but not limited to: claims for minimum wage violations; failure to pay overtime wages;  
8 unreimbursed expenses; rest period violations; meal period violations; failure to timely pay wages;  
9 itemized wage statement violations; waiting time penalties; failure to maintain reasonable temperatures;  
10 claims for violation of Sections 11 and 12 of IWC Wage Order No. 1; unfair competition based on the  
11 foregoing; and claims for PAGA penalties pursuant to the California Private Attorneys General Act based  
12 on the foregoing Labor Code violations; including, but not limited to, California Labor Code §§ 201, 202,  
13 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 8 CAL. C. REGS. § 11130, sections  
14 11 and 12 of IWC Wage Order No. 1, and Labor Code §§ 2698-2699.5; liquidated damages, penalties;  
15 interest; fees; costs; and all other claims and allegations made or which could have been made in the  
16 Action from December 15, 2020 through the date of preliminary approval of the Settlement.

17           5.4.   Release of Released PAGA Claims by Aggrieved Employees. All Aggrieved Employees,  
18 on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,  
19 administrators, successors, and assigns, are deemed to release the Released Parties from all claims, rights,  
20 demands, liabilities and causes of action arising from PAGA (Labor Code §§ 2689, *et seq.*) that were  
21 asserted or that could have reasonably been asserted based on the facts and claims alleged in the Operative  
22 Complaint in the Action, and any amendments thereto and Plaintiff's PAGA Notice, and any amendments  
23 thereto, arising during the PAGA Period.

24 **6.       MOTION FOR PRELIMINARY APPROVAL.**

25           6.1.   Motion for Preliminary Approval of Settlement Filing. Plaintiff agrees to prepare and file  
26 a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's  
27 current rules or guidance for motions seeking preliminary approval of settlements.

28           6.2.   Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously finalizing



1 and filing the Motion for Preliminary Approval no later than 16 court days prior to the hearing on the  
2 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for  
3 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to  
4 the Administrator.

5 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
7 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,  
8 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or  
9 conditions Preliminary Approval on any material change to this Agreement, then Class Counsel and  
10 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by  
11 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 12 7. SETTLEMENT ADMINISTRATION.

13 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as  
14 the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound  
15 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
16 payment of Administration Expenses. The Parties and their Counsel represent that they have no interest  
17 or relationship, financial or otherwise, with the Administrator other than a professional relationship arising  
18 out of prior experiences administering settlements.

19 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
20 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
21 federal tax authorities.

22 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
23 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

### 24 7.4. Notice to Class Members.

25 7.4.1. Administrator's Report of Class Data Receipt. No later than three (3) business days  
26 after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received  
27 and confirm that the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay  
28 Periods in the Class Data is consistent with the information provided in this Settlement Agreement.

1                   7.4.2. Administrator's National Change of Address Search and Prompt Mailing of Class  
2 Notices by First Class U.S. Mail Within 14 Days of Receipt of Class Data. Using best efforts to perform  
3 as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator  
4 will send to all Class Members identified in the Class Data, via first-class United States Postal Service  
5 ("USPS") mail, the Class Notice with a Spanish translation, substantially in the form attached to this  
6 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts  
7 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the  
8 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before  
9 mailing Class Notices, the Administrator shall update Class Member addresses using the National Change  
10 of Address database.

11                   7.4.3. Administrator's Re-Mailing of Undelivered and Returned Class Notices. Not later  
12 than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as  
13 undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by  
14 the USPS. If the USPS does not provide a forwarding address, then the Administrator shall conduct a  
15 Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The  
16 Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members  
17 whose Class Notice is returned by the USPS a second time.

18                   7.4.4. Class Member Response Deadline 15-Day Extension for Re-Mailed Class Notices.  
19 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and  
20 Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in  
21 the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class  
22 Member of the extended deadline with the re-mailed Class Notice.

23                   7.4.5. The Parties' Identification of Potential Class Members Not Included in the Class  
24 Data. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons  
25 who believe they should have been included in the Class Data and should have received Class Notice,  
26 then the Parties will expeditiously meet and confer in person or by telephone, in good faith, in an effort to  
27 agree on whether to include them as Class Members. If the Parties agree, then such persons will be Class  
28 Members entitled to the same rights as other Class Members, and the Administrator will send, via email

1 or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later  
2 than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

3 7.5. Requests for Exclusion (Opt-Outs).

4 7.5.1. Class Member Opt-Out Request Requirements. Class Members who wish to  
5 exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail,  
6 a signed written Request for Exclusion not later than 30 days after the Administrator mails the Class  
7 Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for  
8 Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class  
9 Member's election to be excluded from the Settlement and includes the Class Member's name, address  
10 and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
11 emailed, or postmarked by the Response Deadline.

12 7.5.2. Binding Nature of Released Class Claims on Class Members who do Not Timely  
13 Request Exclusion. Every Class Member who does not submit a timely and valid Request for Exclusion  
14 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by  
15 all terms and conditions of the Settlement, including the Participating Class Members' Releases under  
16 Paragraph 5.3 (Release of Released Class Claims by Participating Class Members) of this Agreement,  
17 regardless whether the Participating Class Member actually receives the Class Notice or objects to the  
18 Settlement.

19 7.5.3. No Release of Released Class Claims by Class Members who Timely Request  
20 Exclusion. Every Class Member who submits a valid and timely Request for Exclusion is a Non-  
21 Participating Class Member and shall not have the right to object to the class action components of the  
22 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment,  
23 Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 (Release of Released  
24 PAGA Claims by Aggrieved Employees) of this Agreement and are eligible for an Individual PAGA  
25 Payment.

26 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 30 days after the  
27 Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice  
28 is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to

1 the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating  
2 with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class  
3 Member to submit supporting documentation. In the absence of any contrary documentation, the  
4 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long  
5 as they are consistent with the Class Data. The Administrator's determination of each Class Member's  
6 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise  
7 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation  
8 of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's  
9 determination the challenges.

10 7.7. Objections to Settlement.

11 7.7.1. Participating Class Member Objections. Only Participating Class Members may  
12 object to the class action components of the Settlement and/or this Agreement, including contesting the  
13 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
14 Litigation Expenses Payment and/or Class Representative Service Payment.

15 7.7.2. Participating Class Member Objections Requirements. Participating Class  
16 Members may send written objections to the Administrator, by fax, email, or mail. In the alternative,  
17 Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal  
18 objections at the Final Approval Hearing. A Participating Class Member who elects to send a written  
19 objection to the Administrator must do so not later than 30 days after the Administrator's mailing of the  
20 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

21 7.7.3. Non-Participating Class Members' Lack of Rights to Object to the Settlement. Non-  
22 Participating Class Members have no right to object to any of the class action components of the  
23 Settlement.

24 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish  
27 and maintain and use an internet website to post information of interest to Class Members including the  
28 date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion

1 for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the  
2 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class  
3 Representative Service Payment, the Final Approval and the Judgment. The Administrator will also  
4 maintain and monitor an email address and a toll-free telephone number to receive Class Member calls,  
5 faxes and emails.

6 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

8 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
9 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices  
10 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)  
11 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and  
12 checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).

13 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
14 address and make final decisions consistent with the terms of this Agreement on all Class Member  
15 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be  
16 final and not appealable or otherwise susceptible to challenge.

17 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which  
18 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide  
19 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due  
20 diligence and compliance with all of its obligations under this Agreement, including, but not limited to,  
21 its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,  
22 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received  
23 (both valid or invalid), the number of Requests for Exclusion, and the number of written objections. The  
24 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class  
25 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

26 7.8.6. Final Report by Administrator. Within 10 days after the Administrator disburses all  
27 funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel  
28 with a final report detailing its disbursements by employee identification number only of all payments

made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATE AND ESCALATOR CLAUSE.**

8.1. Class Size Estimate. Based on a review of its records during the Class Period, Defendant represents the Class consists of approximately 81 persons who worked approximately 7,879 Covered Class Workweeks from June 21, 2021 to the time of the Parties' mediation on September 12, 2023.

8.2. Defendant's Election Under the Gross Settlement Amount Escalation Option. If the number of workweeks on the date of Preliminary Approval of the settlement is greater than 9,061 (15% above 7,879), then the Gross Settlement Amount shall be increased proportionately for each additional week worked, above 9,061. If the number of workweeks is greater than 9,061, Defendant may elect either to: (1) pay the additional amount proportionate to the increase in workweeks; or (2) Defendant may elect to rescind the settlement.

**9. DEFENDANT'S RIGHT TO WITHDRAW.**

9.1. Defendant's Option to Withdraw if Requests for Exclusion Exceed Five Percent (5%). If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (5%) of the total of all Class Members, Defendant has the right, (but not the obligation) to withdraw from and nullify the Settlement. The Parties agree that, if Defendant withdraws, then the Settlement shall be void ab initio, have no force or effect whatsoever, and that none of the Parties will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel in writing of its election or intent to withdraw at least 14 days prior to exercising this option in order to give the Parties an opportunity to meet and confer..

**10. MOTION FOR FINAL APPROVAL.**

10.1. Motion for Final Approval of Settlement Filing. No later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699,

1 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final  
2 Approval”).

3 10.2. Response to Objections. Each Party retains the right to respond to any objection raised by  
4 a Participating Class Member, including the right to file responsive documents in Court no later than five  
5 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

6 10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval  
7 on any material change to the Settlement (including, but not limited to, the scope of release to be granted  
8 by Class Members), the Parties will expeditiously work together in good faith to address the Court’s  
9 concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award  
10 less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees  
11 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not  
12 constitute a material modification to the Agreement within the meaning of this paragraph.

13 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
14 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)  
15 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)  
16 addressing such post-Judgment matters as are permitted by law.

17 10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
18 conditions of this Agreement, specifically including Section 5 of this Settlement Agreement as well as the  
19 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement,  
20 the Parties, their respective counsel, and all Participating Class Members who did not object to the  
21 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all  
22 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
23 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the  
24 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations  
25 to perform under this Agreement will be suspended until such time as the appeal is finally resolved and  
26 the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement  
27 Amount.

28 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.**

11.1. Agreement to Submit Proposed Amended Judgment as Necessary. If any amended judgment is required under Code of Civil Procedure Section 384, then the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, then Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and



1 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,  
2 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person  
3 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically  
4 or generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
5 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
6 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate  
7 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena  
8 issued by a state or federal government agency. Each Party agrees to immediately notify each other Party  
9 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,  
10 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
11 other communication, before the filing of the Motion for Preliminary Approval, with any third party  
12 regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the  
13 matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
14 communications with Class Members in accordance with Class Counsel's ethical obligations owed to  
15 Class Members.

16 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
17 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
18 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
19 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

20 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
21 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
22 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to  
23 or by any Party.

24 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action  
26 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and  
27 to execute any other documents reasonably required to effectuate the terms of this Agreement including  
28 any amendments to this Agreement.

1           12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best  
2 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
3 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by  
4 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary  
5 to implement the Settlement, or on any modification of the Agreement that may become necessary to  
6 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

7           12.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
8 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
9 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released  
10 and discharged by the Party in this Settlement.

11           12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
13 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)  
14 or otherwise.

15           12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
16 modified, changed, or waived only by an express written instrument signed by all Parties or their  
17 representatives, and approved by the Court.

18           12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
19 benefit of, the successors of each of the Parties.

20           12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
21 governed by and interpreted according to the internal laws of the state of California, without regard to  
22 conflict of law principles.

23           12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
24 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was  
25 the drafter or participated in the drafting.

26           12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
27 during the Action and in this Agreement relating to the confidentiality of information shall survive the  
28 execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant, unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Jonathan Melmed (SBN 290218)  
*jm@melmedlaw.com*  
 Laura M. Suupanich (SBN 314805)  
*lms@melmedlaw.com*  
 Maria Burciaga (SBN 334545)  
*mb@melmedlaw.com*  
**MELMED LAW GROUP, PC**  
 1801 Century Park East, Suite 850  
 Los Angeles, California 90067  
 Telephone: (310) 824-3828  
 Facsimile: (310) 862-6851

To Defendant:

Chad D. Bernard (SBN 194162)  
*Chad.Bernard@jacksonlewis.com*  
 Leila Nourani (SBN 163336)  
*Leila.Nourani@jacksonlewis.com*

Orlando Arellano (SBN 234073)  
*Orlando.Arellano@jacksonlewis.com*  
**JACKSON LEWIS P.C.**  
 725 South Figueroa Street, Suite 2500  
 Los Angeles, California 90017  
 Telephone: (213) 689-0404  
 Facsimile: (213) 689-0430


12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

**AGREED:**

DATED: 12/18/2023

**Plaintiff ERIN HERRING**

By:  DocuSigned by:  
 Plaintiff Erin Herring, individually, and on behalf of  
 all others similarly situated

DATED: 12/27/2023

**Defendant CERTIS U.S.A., LLC**

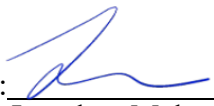
By:   
 Amy O'Shea

President and Chief Executive Officer, CERTIS  
 U.S.A., LLC

**APPROVED AS TO FORM:**

DATED: December 18, 2023

**MELMED LAW GROUP P.C.**

By:   
 Jonathan Melmed  
 Attorneys for Plaintiff Erin Herring

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JACKSON LEWIS P.C.

By: 

~~Chad Bernard~~ Orlando Arellano  
Attorneys for Defendant CERTIS U.S.A., LLC

# EXHIBIT A

## **([PROPOSED] COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL)**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE  
FOR FINAL COURT APPROVAL**

***Erin Herring v. Certis U.S.A. L.L.C., et al, Kern County Superior Court,  
Case No. BCV-22-102755***

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against Defendant Certis U.S.A., LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Defendant's employee, Erin Herring ("Plaintiff"), and alleges (1) failure to pay minimum wage for all hours worked; (2) failure to pay proper overtime wages; (3) failure to provide compliant rest periods and pay missed rest break premiums; (4) failure to provide compliant meal periods and pay missed meal period premiums; (5) failure to pay timely wages during employment; (6) failure to pay all wages due and owing at separation; (7) failure to reimburse business expenses; (8) failure to provide complete and accurate wage statements; and (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law for a class of all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period ("Class Members"). The Class Period is defined as the period from December 15, 2020, through **the date of preliminary approval of the settlement** (the "Class Period"). Further, the Action seeks civil penalties under the California Private Attorney General Act ("PAGA") on behalf of all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period. The "PAGA Period" is defined for these purposes to mean the period from October 18, 2021, through **the date of preliminary approval of the settlement**.

The proposed Settlement has two main parts: (1) a class settlement releasing the Released Class Claims on behalf of the Participating Class Members during the Class Period and requiring Defendant to fund Individual Class Payments (the "Class Settlement"), and (2) a PAGA settlement releasing the Released PAGA Claims on behalf of the Aggrieved Employees during the PAGA Period requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA") (the "PAGA Settlement").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$[Pro-rata Individual Class Payment] (less withholding) and your Individual PAGA Payment is estimated to be \$[Pro-rata Individual PAGA Payment]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked [Workweeks in Class Data] workweeks during the Class Period**. Further, **Defendant's record show that you worked [Pay periods worked during PAGA Period] pay periods during the PAGA Period**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel").

If you worked are Class Member, you have two basic options under the Settlement:

- (1) **Do Nothing.** If you do nothing, you will be automatically included as a Participating Class Member in the Settlement and will receive an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against the Released Parties.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) and Released Class Claims by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive

an Individual Class Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Penalties.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

### **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is an employee of Defendant. The Action alleges Defendant violated California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide required rest periods; (4) failing to provide required meal periods; (5) failing to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failing to furnish accurate itemized wage statements; (7) failing to pay timely and all wages due to discharged and quitting employees; (8) failing to pay timely and all wages to employees during employment; (9) for unfair and unlawful business practices; and (10) failing to maintain reasonable temperatures). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). Plaintiff is represented by attorneys in the Action: Melmed Law Group, PC.

Defendant strongly denies violating any laws or failing to pay any wages and contend it complied with all applicable laws. Defendant is represented by Jackson Lewis, PC.

### **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator and participated in an all-day mediation that involved the extensive informal exchange of information including Defendant's written wage and hour policies and a sampling of Class Member time and pay records in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay No Less Than \$210,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by a third party settlement administrator named ILYM Group, Inc. ("The Administrator"). The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Effective Date.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:



- A. Up to \$70,000.00 or one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
  - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
  4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty-five-percent (25%) of each Individual Class Payment to taxable wages ("Wage Portion") and seventy-five-percent (75%) to non-wage penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.  
  
Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
  5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.  
  
If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
  6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [30 Days after Class Notice Mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [30 Days after Class Notice Mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will preserve their rights to personally pursue wage and hour claims against Defendant but will not receive an Individual Class Payment.  
  
You cannot opt-out of the PAGA portion of the Settlement. Class Members who are also Aggrieved Employees who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and will release their Released PAGA Claims.
  7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the

Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed ILYM Group as the Administrator to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Participating Class Members. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, the Participating Class Members will then be barred from bringing any "Released Claims" against the "Released Parties" as those terms are defined below.
10. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the Released Class Claims. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant together with their present and former parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors, trustees, shareholders, members, partners, managing employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors, and assigns who may be held liable for any of the Released Class Claims and the Released PAGA Claims ("Released Parties") for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The "Released Class Claims" are defined as:

those claims alleged in the operative Complaint under state, federal (including related allegations under the Federal Labor Standards Act) or local law, whether statutory, common law or administrative law, arising out of or related to allegations set forth in the operative Complaint or PAGA Notice to the LWDA, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties; failure to maintain reasonable temperatures; claims for violation of Sections 11 and 12 of IWC Wage Order No. 1; unfair competition based on the foregoing; and claims for PAGA penalties pursuant to the California Private Attorneys General Act based on the foregoing Labor Code violations; including, but not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1, and Labor Code §§ 2698-2699.5; liquidated damages, penalties; interest; fees; costs; and all other claims and allegations made or which could have been made in the Action from December 15, 2020 through the date of preliminary approval of the Settlement.

"Released Parties" means:

Defendant Certis U.S.A., LLC and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, managing employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof, who may be held liable for any of the Released Class Claims and Released PAGA Claims.

11. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has

paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting the Released PAGA Claims against the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who opt-out of the Class Settlement, will release the Released PAGA Claims against the Released Parties.

Released PAGA Claims is defined as:

all claims, rights, demands, liabilities and causes of action arising from PAGA (Labor Code §§ 2689, et seq.) that were asserted or that could have reasonably been asserted based on the facts and claims alleged in the Operative Complaint in the Action, and any amendments thereto and Plaintiff's PAGA Notice, and any amendments thereto, arising during the PAGA Period.

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[30 Days after Class Notice Mailing]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### 5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) and every Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment for those eligible for both payments.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

#### 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "*Herring v. Certis U.S.A., LLC*" and include your identifying information (full name, address, telephone number, approximate dates of employment, and social

security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [30 Days after Class Notice Mailing], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Proposed Administrator – TBD website address] or the Superior Court's website (<https://www.kern.courts.ca.gov/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. **The deadline for sending written objections to the Administrator is [30 Days after Class Notice Mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "*Herring v. Certis U.S.A., LLC*" and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date - TBD] at [Time - TBD] in Department 2 of the Kern County Superior Court, located at 1215 Truxtun Avenue, Bakersfield, California 93301. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's Civil Court Zoom Link. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Kern County Superior Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. If you have any questions about the settlement, you may contact the Settlement Administrator at: (888) 250-6810 or by e-mail at [claims@ilymgrouppclassaction.com](mailto:claims@ilymgrouppclassaction.com). You may also contact Class Counsel at the addresses or phone numbers listed below. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Kern County Superior Court website. You can also make an appointment to personally review court documents at the Civil Records Unit of the Kern County Superior Court at the address listed above.

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the Released Class Claims against the Released Parties.
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and you will not receive an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See <b>Section 6</b> of this Notice.
<b>The Opt-out Deadline is [30 Days after Class Notice Mailing]</b>	You cannot opt-out of the PAGA Settlement. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Penalties.
<b>Participating Class Members Can Object to the Class Settlement</b> <b>Written Objections Must be Submitted by [30 Days after Class Notice Mailing]</b>	All Participating Class Members can object to any aspect of the proposed Settlement. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
<b>You Can Participate in the [Date - TBD] Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on <b>[Date - TBD]</b> . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See <b>Section 8</b> of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b> <b>Written Challenges Must be Submitted by [30 Days after Class Notice Mailing]</b>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period. The number workweeks you worked during the Class Period and pay periods you worked during the PAGA Period, according to Defendant's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [30 Days after Class Notice Mailing]. See <b>Section 4</b> of this Notice.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Jonathan Melmed (SBN 290218)  
*jm@melmedlaw.com*  
 Laura M. Suupanich (SBN 314805)  
*lms@melmedlaw.com*  
 Maria Burciaga (SBN 334545)  
*mb@melmedlaw.com*  
**MELMED LAW GROUP, PC**  
 1801 Century Park East, Suite 850



Los Angeles, California 90067  
Telephone: (310) 824-3828  
Facsimile: (310) 862-6851

**Administrator:**

[Proposed Administrator – TBD]  
[Proposed Administrator – TBD] Email Address]  
[Proposed Administrator – TBD] Mailing Address]  
[Proposed Administrator – TBD] Telephone]  
[Proposed Administrator – TBD] Fax Number]

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund's website ([https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html)) for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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