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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FRANK GALEAS on behalf of himself, all  
 others similarly situated, and on behalf of the  
 general public,

Plaintiff,

vs.

SYNCREON TECHNOLOGY (USA) LLC; and  
 DOES 1-100,

Defendants.

Case No. 22STCV37612

*[Assigned for all purposes to the Hon. Joseph  
 Lipner, Dept 72]*

**CLASS ACTION SETTLEMENT  
 AGREEMENT**

Complaint Filed: December 1, 2022

# SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION

This Class Action Settlement Agreement (the “Agreement”) is made by and between Plaintiff **Frank Galeas** (“Plaintiff”) and Defendant **syncreon Technology (USA) LLC** (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS

**1.1. “Action”** means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Frank Galeas v. syncreon Technology (USA) LLC et al.*, Case No. 22STCV37612, initiated on or about December 01, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.

**1.2. “Administrator”** means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

**1.3. “Administration Expenses Payment”** means the amount the Administrator will 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. “Class”** means all California citizens who are employed or have been employed by Defendant in the State of California as non-exempt employees during the Class Period, as defined below.

**1.5. “Class Counsel”** means David Mara and Jill Vecchi of Mara Law Firm, P.C. and Shoham J. Solouki and Grant Joseph Savoy of Solouki/Savoy LLP.

**1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”** mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

**1.7. “Class Data”** means Class Member identifying information in Defendant’s possession including the Class Member’s (1) name; (2) last-known mailing address; (3) social security number(s); and (4) either dates worked for Defendant or number of Class Period Workweeks.

**1.8. “Class Member” or “Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

**1.9. “Class Member Address Search”** means the Administrator’s investigation and search for

current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

**1.11. “Class Period”** means the period from September 26, 2018 through April 27, 2024.

**1.12. “Class Representative”** means the named Plaintiff in the Action seeking Court approval to serve as Class Representative.

**1.13. “Class Representative Service Payment”** means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

**1.14. “Court”** means the Superior Court of California, County of Los Angeles.

**1.15. “Defendant”** means named Defendant syncreon Technology (USA) LLC.

**1.16. “Defense Counsel”** means Eric J. Gitig and Sevada Hakopian of Jackson Lewis P.C.

**1.17. “Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, 65 days after the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, 10 days after the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

**1.20. “Final Judgment”** means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

**1.21. “Gross Settlement Amount”** means Five Hundred Twenty Thousand Dollars and Zero

Cents (\$520,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

**1.22. "Individual Class Payment"** means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

**1.23. "Judgment"** means the judgment entered by the Court based upon the Final Approval.

**1.24. "Net Settlement Amount"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

**1.25. "Non-Participating Class Member"** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

**1.26. "Participating Class Member"** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

**1.27. "Plaintiff"** means Frank Galeas, the named plaintiff in the Action.

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

**1.29. "Preliminary Approval Order"** means the proposed Order Granting Preliminary Approval.

**1.30. "Released Class Claims"** means the claims being released as described in Paragraph 5.2 below.

**1.31. "Released Parties"** means Defendant and all of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers, successors and assigns, and any individual or entity which could be liable for any of the Released Class Claims, and Defendant's counsel of record in the Action.

**1.32. "Request for Exclusion"** means a Class Member's submission of a written request to be

excluded from the Class Settlement signed by the Class Member.

**1.33. “Response Deadline”** means 45 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiration date.

**1.34. “Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

**1.35. “Workweek”** means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## **2. RECITALS**

**2.1.** On December 1, 2022, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Defendant in the Superior Court of California, County of Los Angeles for civil penalties pursuant to the Private Attorneys General Act of 2004 (Case No.: 22STCV37612).

**2.2.** On October 24, 2023, Plaintiff and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steve Serratore, Esq., which led to this Agreement to settle the Action.

**2.3.** Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and other information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

**2.4.** As part of this settlement, Plaintiff will file a First Amended Complaint that withdraws Plaintiff’s original cause of action under PAGA and adds causes of action on behalf of the putative Class for: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; (8) Failure to Reimburse Necessary Business Expenditures; (9) Failure to Maintain Required Records;

and (10) Violation of Unfair Competition Law.

**2.5.** The Court has not granted class certification.

**2.6.** The Parties, Class Counsel and Defense Counsel represent that they are aware of the following pending action asserting claims that will be extinguished or affected by the Settlement: *Kenneth Bowie v. syncreon Tech (USA) LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV10583 (filed on April 26, 2024).

**3. MONETARY TERMS**

**3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Five Hundred Twenty Thousand Dollars and Zero Cents (\$520,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

**3.2.1. To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00), in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his individual Class Representative Service

1 Payment.

2       **3.2.2. To Class Counsel:** A Class Counsel Fees Payment of not more than one-third (1/3) of the  
3 Gross Settlement Amount, which is currently estimated to be One Hundred and Seventy-Three Thousand  
4 Three Hundred Thirty Three Dollars and Thirty Three Cents (\$173,333.33) and a Class Counsel Litigation  
5 Expenses Payment of not more than Thirty Thousand Dollars (\$30,000.00). Defendant will not oppose  
6 requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel  
7 will file a motion for Class Counsel Fees Payment and Litigation Expenses Payment no later than 16 court  
8 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a  
9 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will  
10 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class  
11 Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee  
12 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class  
13 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class  
14 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and  
15 the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies  
16 Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.  
17 Any Class Counsel Fees Payment awarded by the Court will be split equally between Class Counsel such  
18 that 50% shall go to Mara Law Firm, P.C., and 50% shall go to Solouki/Savoy LLP.

19       **3.2.3. To the Administrator:** An Administrator Expenses Payment not to exceed Ten Thousand  
20 Dollars (\$10,000.00) except for a showing of good cause and as approved by the Court. To the extent the  
21 Administration Expenses are less or the Court approves payment less than Ten Thousand Dollars  
22 (\$10,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

23       **3.2.4. To Each Participating Class Member:** An Individual Class Payment calculated by (a)  
24 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class  
25 Members during the Class Period and (b) multiplying the result by each Participating Class Member's  
26 Workweeks.

27       **3.2.5. Tax Allocation of Individual Class Payments:** 20% of each Participating Class Member's  
28 Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage



Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

**3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments:**

Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

**4. SETTLEMENT FUNDING AND PAYMENTS**

**4.1. Class Workweeks and Escalator Provision.** It was estimated for purposes of this Settlement that there were approximately 414 Class Members who collectively worked a total of 24,546 Workweeks during the Class Period. As such, this settlement is estimated to encompass approximately 24,546 workweeks. To the extent that the total number of workweeks increases by more than ten (10) percent of 24,546 (or above 27,001workweeks), the Gross Settlement Amount shall increase proportionately for those Workweeks worked in excess of 10% of the current 24,546 estimate (i.e., if there is a 12% increase in the total Workweeks, Defendant shall increase the Gross Settlement Amount by 2%).

**4.2. Class Data.** Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. The Administrator shall not be permitted to share any Class Data with



1 Plaintiff, Class Counsel, or any other individual or entity absent express written approval by Defendant or  
2 Defense Counsel.

3 **4.3.** Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
4 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by  
5 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

6 **4.4.** Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the  
7 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the  
8 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
9 Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel  
10 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service  
11 Payment shall not precede disbursement of Individual Class Payments.

12 **4.4.1.** The Administrator will issue checks for the Individual Class Payments and send them to  
13 the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently  
14 state the date (not less than 180 days after the date of mailing) when the check will be voided. The  
15 Administrator will send checks for Individual Settlement Payments to all Participating Class Members  
16 (including those for whom Class Notice was returned undelivered). Before mailing any checks, the  
17 Settlement Administrator must update the recipients' mailing addresses using the National Change of  
18 Address Database.

19 **4.4.2.** The Administrator must conduct a Class Member Address Search for all other Class  
20 Members whose checks are returned undelivered without United States Postal Service ("USPS")  
21 forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to  
22 the USPS forwarding address provided or to an address ascertained through the Class Member Address  
23 Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed  
24 checks are returned as undelivered. The Administrator shall promptly send a replacement check to any  
25 Class Member whose original check was lost or misplaced, requested by the Class Member prior to the  
26 void date.

27 **4.4.3.** The Administrator will cancel all checks not cashed by the void date. For any Class  
28 Member whose Individual Class Payment check is uncashed and cancelled after the void date, the

Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

**4.4.4.** The payment of Individual Class Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASE OF CLAIMS.** 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:

**5.1. Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which the Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all of the Released Class Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be

1 and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's  
2 discovery of them.

3 **5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542.** For purposes of Plaintiff's  
4 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section  
5 1542 of the California Civil Code, which reads:

6 *A general release does not extend to claims that the creditor or releasing party does not*  
7 *know or suspect to exist in his or her favor at the time of executing the release, and that if*  
8 *known by him or her would have materially affected his or her settlement with the debtor*  
*or Released Party.*

9 **5.2. Release by Participating Class Members:** All Participating Class Members, on behalf of  
10 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,  
11 successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could  
12 have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained  
13 in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204,  
14 218, 218.5, 222, 223, 224, 226, 226.3, 226.7, 233(c), 233(e), 234, 246, 246(a)(1), 246(c), 246.5, 510, 512, 558,  
15 1174, 1175, 1194, 1194.2, 1197, 1198, 2802, California Industrial Commission Wage Orders, the California Code  
16 Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or  
17 related to alleged unpaid wages, straight time wages, overtime or double time wages, minimum wages, meal  
18 periods and meal period premiums, rest periods and rest period premiums, failure to adopt a compliant sick  
19 pay or paid time off policy, wage statement penalties, timely payment of wages during employment and at  
20 separation, failure to reimburse necessary business expenditures, failure to maintain required records, unfair  
21 competition, unfair business practices, injunctive relief as it relates to the claims listed above, declaratory  
22 relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims  
23 listed above interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout  
24 the Class Period ("Released Class Claims"). Participating Class Members do not release any other claims,  
25 including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing  
26 Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts  
27 occurring outside the Class Period.

28 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a

1 motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s  
2 current checklist for Preliminary Approvals.

3 **6.1.** Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full  
4 execution of this Agreement, and in no event later than 16 court days prior to the preliminary approval  
5 hearing, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and  
6 Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the  
7 Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware  
8 of any other pending matter or action asserting claims that will be extinguished or adversely affected by  
9 the Settlement.

10 **6.2.** Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
11 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
12 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the  
13 Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft  
14 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid  
15 for administering the Settlement and attesting to its willingness to serve; competency; operative procedures  
16 for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation  
17 of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class  
18 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
19 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and  
20 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the  
21 Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to  
22 represent the Class Members; and (vii) all facts relevant to any actual or potential conflict of interest with  
23 Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that  
24 they are not aware of any other pending matter or action asserting claims that will be extinguished or  
25 adversely affected by the Settlement. Class Counsel shall provide drafts of the motion for preliminary  
26 approval and proposed order granting preliminary approval to be filed in connection with the Motion for  
27 Preliminary Approval prior to the Motion being filed with the Court. Defendant will provide any edits to  
28 the motion for preliminary approval and/or proposed order within seven (7) days after receiving drafts of

these documents. Plaintiff will not file these documents with the Court until after this seven (7) day period has expired.

**6.3. Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement or other date set by the Court or other date subject to the Court's available hearing dates; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

**6.4. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement prior to the Motion being filed with the Court. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

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

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

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

1       **7.4.**       Notice to Class Members.

2           **7.4.1.** No later than three (3) business days after receipt of the Class Data, the Administrator shall  
3 notify Class Counsel that the list has been received and state the number of Class Members and Workweeks  
4 in the Class Data. The Administrator will also notify Class Counsel of whether the Escalator Provision set  
5 forth in Paragraph 4.1 has been triggered.

6           **7.4.2.** Using best efforts to perform as soon as possible, and in no event later than 14 days after the  
7 receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data,  
8 via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to  
9 this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar  
10 amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks  
11 used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class  
12 Member addresses using the National Change of Address database.

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

19           **7.4.4.** The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay  
20 Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise  
21 provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will  
22 inform the Class Member of the extended deadline with the re-mailed Class Notice.

23           **7.4.5.** If the Administrator, Defendant or Defense Counsel or Class Counsel is contacted by or  
24 otherwise discovers any persons who believe they should have been included in the Class Data and should  
25 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and  
26 in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such  
27 persons will be Class Members entitled to the same rights as other Class Members, and the Administrator  
28 will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this



Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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

**7.5.1.** Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

**7.5.2.** The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

**7.5.3.** Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

**7.5.4.** Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

**7.6. Challenges to Calculation of Workweeks.** Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice



is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

**7.7. Objections to Settlement.**

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

**7.7.2.** 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. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

**7.7.3.** Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

**7.8.1. Email Address and Toll-Free Number.** The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

**7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the

1 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to  
2 Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class  
3 Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and  
4 other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)  
5 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6 **7.8.3. Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to  
7 Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed  
8 or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)  
9 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and  
10 checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the  
11 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for  
12 Exclusion and objections received.

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

17 **7.8.5. Administrator’s Declaration.** Not later than 16 court days before the date by which Plaintiff  
18 is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class  
19 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence  
20 and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing  
21 of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to  
22 locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both  
23 valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will  
24 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
25 responsible for filing the Administrator’s declaration(s) in Court.

26 **7.8.6. Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses  
27 all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense  
28 Counsel 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.** Based on its records, Defendant estimates that, as of the date of this Agreement, there are 414 Settlement Class Members who collectively worked a total of 24,546 Workweeks during the Class Period.

**9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party 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 and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.** Not 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 Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval prior to the Motion being filed with the Court.

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

**10.2. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's

concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

**10.5. 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 a 50-50 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.** If any amended judgment is required under Code of Civil Procedure section 384, 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 this Action 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, 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 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or

other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

**12.4. Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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



1       **12.8.**     No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
3 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)  
4 or otherwise.

5       **12.9.**     Modification of Agreement. This Agreement, and all parts of it, may be amended,  
6 modified, changed, or waived only by an express written instrument signed by all Parties or their  
7 representatives, and approved by the Court.

8       **12.10.**    Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
9 benefit of, the successors of each of the Parties.

10       **12.11.**    Released Parties are Third-Party Beneficiaries. All Released Parties are third party  
11 beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be  
12 entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiff,  
13 Participating Class Members, or any party acting on Plaintiff and/or Participating Class Member's behalf.

14       **12.12.**    Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this Agreement,  
15 he will be bound by the terms herein, including the general release described in Paragraph 5.1 above.  
16 Plaintiff further agrees that, upon signing this Agreement, he will not request to be excluded from this  
17 Settlement and that any such request for exclusion by Plaintiff will be void and of no force or effect.

18       **12.13.**    Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be  
19 governed by and interpreted according to the internal laws of the state of California, without regard to  
20 conflict of law principles.

21       **12.14.**    Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
22 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was  
23 the drafter or participated in the drafting.

24       **12.15.**    Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
25 during Action and in this Agreement relating to the confidentiality of information shall survive the  
26 execution of this Agreement.

27       **12.16.**    Use and Return of Class Data. Information provided to Class Counsel pursuant to Evid.  
28 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 California rules 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, Plaintiffs 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.

**12.17. 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.

**12.18. 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.

**12.19. 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, to the other Party's respective counsel of record.

**12.20. 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.

**12.21. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

1 DATED: 10/2/2024, 2024

FRANK GALEAS

DocuSigned by:

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4 DATED: 10/10, 2024

SYNCREON TECHNOLOGY (USA) LLC

Glen Clark

By: Glen Clark

Title: CEO US Mexico & Head of Contract Logistics

8 Approved as to form and content:

10 Dated: 10/2/2024, 2024

MARA I. C.

DocuSigned by:

David Mara

4579A5788C10447...

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff Frank Galeas

15 Dated: October 2, 2024

SOLOUKI SAVOY LLP

Shoham J. Solouki

Shoham Solouki, Esq.

Attorneys for Plaintiff Frank Galeas

19 Dated: October 2, 2024

JACKSON LEWIS P.C.

Eric J. Gitig, Esq.

Sevada Hakopian, Esq.

Attorneys for Defendant

syncreon Technology (USA) LLC

# Exhibit A

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

*Frank Galeas v. syncreon Technology (USA) LLC*  
Los Angeles County Superior Court Case No. 22STCV37612

***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 syncreon Technology (USA) LLC (herein referred to as “syncreon”) for alleged wage and hour violations. The Action was filed by a former syncreon employee named Frank Galeas (“Plaintiff”) and seeks payment of alleged back wages and penalties for a class of non-exempt employees (“Class Members”) who worked for syncreon during the Class Period of September 26, 2018 through April 27, 2024.

Based on syncreon’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less tax withholdings)**. The actual amount you may receive likely will be different and will depend on a number of factors. The above estimates are based on syncreon’s records showing that **you worked \_\_\_\_ workweeks** during the Class Period. If you believe that you worked more workweeks, 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”). The Court will also decide whether to enter a judgment that requires syncreon to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against syncreon.

If you worked for syncreon during the Class Period, you have two basic options under the Settlement.

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against syncreon.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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. You will, however, preserve your right to personally pursue Class Period wage claims against syncreon.

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

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

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>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 wage claims against syncreon that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement</b></p> <p><b>The Opt-out Deadline is [INSERT]</b></p>	<p>If you don't want to participate in the proposed Settlement, you can opt-out of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
<p><b>Participating Class Members Can Object to the Class Settlement</b></p> <p><b>Written Objections Must be Submitted by [INSERT]</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the [INSERT] Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on [INSERT]. 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 Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by [INSERT]</b></p>	<p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to syncreon's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [INSERT]. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former syncreon employee. The Action accuses syncreon of violating California labor laws by failing to pay all straight and overtime wages, failing to pay all wages due upon termination; failing to provide meal periods, rest breaks and accurate itemized wage statements; failing to reimburse for business expenses; failing to maintain required records; and failing to implement a lawful sick pay/paid time off policy. Plaintiff is represented by attorneys in the Action:

David Mara, Esq.  
dmara@maralawfirm.com  
Jill Vecchi, Esq.  
jvecchi@maralawfirm.com  
**MARA LAW FIRM, PC**  
2650 Camino Del Rio North, Suite 302  
San Diego, CA 92109  
Telephone: (619) 234-2833

Shoham Solouki, Esq.  
Shoham@soloukisavoy.com  
**SOLOUKI/SAVOY LLP**  
316 W. 2<sup>nd</sup> Street, Suite 1200  
Los Angeles, California 90012  
Telephone: (213) 814-4940

(Plaintiff's attorneys are referred to as "Class Counsel.")

Syncreon strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Syncreon also denies that this case was appropriate for class treatment.

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

So far, the Court has made no determination whether syncreon or Plaintiff is correct on the merits. In the meantime, Plaintiff and syncreon hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end 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 syncreon 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, syncreon 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) syncreon 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. Syncreon Will Pay \$520,000 as the Gross Settlement Amount (Gross Settlement). Syncreon has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, syncreon will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
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, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$173,333.33 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000 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.
  - C. Up to \$10,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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 syncreon are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (syncreon will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and syncreon 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 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 Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than [INSERT], 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 [INSERT] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their 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 not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against syncreon.
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 syncreon have agreed that, in either case, the Settlement will be void: syncreon will not pay any money and Class Members will not release any claims against syncreon.
8. Administrator. The Court has appointed a neutral company, [INSERT] (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. After the Judgment is final and syncreon 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 claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue or be part of any other lawsuit against syncreon or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.3, 226.7, 233(c), 233(e), 234, 246, 246(a)(1), 246(c), 246.5, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1198, 2802, California Industrial Commission Wage Orders, the California Code Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged unpaid wages, straight time wages, overtime or double time wages, minimum wages, meal periods and meal period premiums, rest periods and rest period premiums, failure to adopt a compliant sick pay or paid time off policy, wage statement penalties, timely payment of wages during employment and at separation,

failure to reimburse necessary business expenditures, failure to maintain required records, unfair competition, unfair business practices, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the Class Period (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class 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. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in syncreon’s records, are stated in the first page of this Notice. You have until [INSERT] to challenge the number of Workweeks 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 syncreon’s calculation of Workweeks and/or Pay Periods based on syncreon’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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and syncreon’s 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 doesn’t opt-out).

**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 *Galeas v. syncreon Technology (USA) 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 [INSERT], 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 syncreon are asking the Court to approve. At least [INSERT] days before the [INSERT] 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 at [INSERT] or the Court's by searching for Case Number "22STCV37612" at: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

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, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [INSERT].** 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 *Galeas v. syncreon Technology (USA) LLC* and include your name, current address, telephone number and approximate dates of employment for syncreon 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 [INSERT] at [INSERT] in Department 72 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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 Administrator's website at [INSERT] 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 syncreon and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at [INSERT].

You can also telephone or send an email to Class Counsel, syncreon's counsel, or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV37612. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

#### Class Counsel:

Name of Attorney: David Mara and Jill Vecchi

Email Address: [dmara@maralawfirm.com](mailto:dmara@maralawfirm.com); [jvecchi@maralawfirm.com](mailto:jvecchi@maralawfirm.com)

Name of Firm: MARA LAW FIRM, PC

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Telephone: (619) 234-2833

Name of Attorney: Shoham J. Solouki

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Name of Firm: SOLOUKI/SAVOY LLP

Mailing Address: 316 W. 2<sup>nd</sup> Street, Suite 1200, Los Angeles, California 90012

Telephone: (213) 814-4940

#### Syncreon's Counsel:

Name of Attorney: Eric J. Gitig and Sevada Hakopian

Email Address: [eric.gitig@jacksonlewis.com](mailto:eric.gitig@jacksonlewis.com); [sevada.hakopian@jacksonlewis.com](mailto:sevada.hakopian@jacksonlewis.com)

Name of Firm: JACKSON LEWIS P.C.

Mailing Address: 725 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017

Telephone: (213) 689-0404

#### Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: [INSERT]

Mailing Address: [INSERT]

Telephone: [INSERT]

Fax Number: [INSERT]

## 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 at [http://www.sco.ca.gov/search\\_upd.html](http://www.sco.ca.gov/search_upd.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.