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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF VENTURA**

14 JESUS MARTINEZ on behalf of himself and all
15 others similarly situated,

16 Plaintiff,

17 v.

18 GLOBAL SALES & WAREHOUSING, LLC, a
California Limited Liability Company; and
DOES 1 through 20, inclusive

19 Defendants.
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CASE NO. 56-2019-00534178-CU-OE-VTA
**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLASS ACTION**

1 This Joint Stipulation of Settlement and Release of Class Action (“Stipulation”) is made and
2 entered into by Plaintiff Jesus Martinez (“Plaintiff”), individually and as a representative of the
3 Settlement Class, as defined below, and Global Sales & Warehousing, LLC (“Defendant”) (Plaintiff
4 and Defendant are collectively referred to herein as “the Parties”). This Stipulation is subject to the
5 approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d) and (e), and is made for
6 the sole purpose of attempting to consummate settlement of the Action on a class-wide basis subject to
7 the following terms and conditions. As detailed below, in the event the Court does not enter an order
8 granting final approval of the Class Settlement, as defined below, or the conditions precedent are not
9 met for any reason, this Stipulation is void and of no force or effect whatsoever.

10 **I. DEFINITIONS**

11 As used in this Stipulation, the following terms shall have the meanings specified below. To the
12 extent terms or phrases used in this Stipulation are not specifically defined below, but are defined
13 elsewhere in this Stipulation, they are incorporated by reference into this definition section.

14 **1. Action.** “Action” shall mean the following civil action: *Jesus Martinez v. Global Sales*
15 *& Warehousing, LLC*, filed on or around September 30, 2019 in the Superior Court of California for the
16 County of Ventura, Case No. 56-2019-00534178-CU-OE-VTA.

17 **2. Administrative Expenses.** “Administrative Expenses” shall include all costs and
18 expenses associated with and paid to Phoenix Settlement Administrator

19 **3. Claims.** “Claims” shall mean the claims asserted in the Class and Representative Action
20 Complaint which are Defendant’s alleged: (1) failure to provide meal periods or failure to pay meal
21 premiums; (2) failure to authorize and permit rest periods or failure to pay rest period premiums; (3)
22 failure to timely pay final wages upon separation of employment; (4) failure to issue accurate wage
23 statements; (5) UCL violations based on the foregoing Labor Code violations; and (6) PAGA penalties
24 based on the underlying Labor Code violations.

25 **4. Class or Settlement Class.** “Class” or “Settlement Class” shall mean “*All individuals*
26 *who are or were employed by Defendant or its predecessor or merged entities in California who worked*
27 *as non-exempt hourly employee or similar position from September 30, 2015 through January 31,*
28 *2020.*” Defendant represents that there are approximately 11,000 workweeks.

1 **5. Class Counsel.** “Class Counsel” shall mean Jonathan Melmed of Melmed Law Group
2 P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C.

3 **6. Class Counsel Fees and Expenses.** “Class Counsel Fees and Expenses” shall mean
4 Class Counsel’s attorney fees and expenses as set forth in Section IV, Paragraph 6.

5 **7. Class Member or Settlement Class Member.** “Class Member” or “Settlement Class
6 Member” shall mean any person who is a member of the Settlement Class, or, if such person is
7 incompetent or deceased, the person's legal guardian, executor, heir or successor-in-interest.

8 **8. Class Notice.** “Class Notice” shall mean the Notice of Proposed Class Action Settlement
9 and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, or as
10 otherwise approved by the Court, which is to be mailed to Class Members along with the Share Form.

11 **9. Share Form.** “Share Form” shall mean the Share Form, as set forth in the form of
12 **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class
13 Members along with the Class Notice.

14 **10. Class Participants.** “Class Participants” shall mean any and all Class Members who do
15 not timely Opt-Out of the Class Settlement.

16 **11. Class Period.** “Class Period” shall mean the period from September 30, 2015 through
17 January 31, 2020.

18 **12. Class Representative.** “Class Representative” shall mean Plaintiff Jesus Martinez.

19 **13. Class Settlement.** “Class Settlement” shall mean the settlement embodied in this
20 Stipulation, which is subject to Court approval.

21 **14. Complaint.** “Complaint” shall mean the First Amended Complaint filed in Ventura
22 County Superior Court in the Action.

23 **15. Court.** “Court” shall mean the Superior Court of Ventura County, or any other court
24 taking jurisdiction of the Action.

25 **16. Defense Counsel.** “Defense Counsel” shall mean Jonathan F. Light and Brier Setlur of
26 LightGabler.

27 **17. Effective Date.** “Effective Date” shall be the date the Court’s order approving the
28 settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement

1 Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the date
2 that the court enters its order granting final approval; (ii) if an appeal is filed, the date affirmance of an
3 appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any
4 appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal
5 decision relating to the Judgment. In the event no objections are filed, the Effective Date shall be the
6 date that the Court enters its order granting final approval.

7 **18. Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required
8 Withholding” shall mean the employee’s share of any and all applicable federal, state or local payroll
9 taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”),
10 FUTA and/or SUTA on the portion of any Class Participant’s Individual Settlement Amount that
11 constitutes wages as set forth in section IV, paragraph 4. The Employee’s Taxes and Requirement
12 Withholdings will be withheld from and paid out of the Net Settlement Amount.

13 **19. Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to Defendant’s share of
14 payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) that is owed on the portion of any Class
15 Participant’s Individual Settlement Amount that constitutes wages as set forth in section IV, paragraph
16 4. The Employer’s Taxes shall be paid separately by Defendant and shall not be paid from the Gross
17 Settlement Amount.

18 **20. Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall
19 mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class
20 Settlement.

21 **21. Defendant.** “Defendant” shall mean Global Sales & Warehousing, LLC.

22 **22. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall mean the
23 hearing held on the motion for preliminary approval of the Class Settlement.

24 **23. Individual Settlement Amount.** “Individual Settlement Amount” shall mean the
25 amount which is ultimately distributed to each Class Participant, net of any Employee’s Taxes and
26 Required Withholdings.

27 **24. Plaintiff.** “Plaintiff” shall mean the named Plaintiff Jesus Martinez.
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1 **25. Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross Settlement
2 Amount minus Class Counsel Fees and Expenses, Plaintiff’s Incentive Award, Settlement
3 Administration Costs, and 75% of the PAGA Payment payable to the California Labor and Workforce
4 Development Agency (“LWDA”).

5 **26. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and validly request
6 exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than
7 the Response Deadline.

8 **27. Parties.** “Parties” shall mean Plaintiff and Defendant.

9 **28. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon
10 which the Court enters an order preliminarily approving this Stipulation.

11 **29. Released Claims.** “Released Claims” shall mean any and all claims that were alleged in
12 the First Amended Complaint or that reasonably could have been alleged based on the facts alleged in
13 the First Amended Complaint, including claims for failure violations of Labor code sections 201, 202,
14 203, 226, 226.3, 226.7, 512, claims under Business and Professions Code section 17200 *et seq.* and
15 claims for PAGA penalties based on the foregoing Labor Code violations. The Release Period shall be
16 September 30, 2015 through January 31, 2020.

17 **30. Released Parties.** “Released Parties” shall mean Defendant Global Sales &
18 Warehousing, LLC as well as its past and present subsidiaries, predecessors, successors, and affiliates,
19 and past, present and future officers, directors, and administrators and staffing agencies that Global Sales
20 & Warehousing, LLC contracted with during the Class Period to supply Class Members.

21 **31. Response Deadline.** “Response Deadline” shall mean forty-five (45) calendar days
22 following the date on which the Settlement Administrator first mails Class Notice to the Settlement
23 Class Members.

24 **32. Incentive Award.** “Incentive Award” shall mean the amount that the Court authorizes
25 to be paid to Plaintiff, in addition to his Individual Settlement Amount, in recognition of his efforts and
26 risks in assisting with the prosecution of the Action and in exchange for him executing a general release.

27 **33. PAGA Payment.** “PAGA Payment” means the penalties pursuant to California Labor
28 Code sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”), that the

1 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the
2 Action, which is \$5,000. The PAGA Payment is to be approved by the Court pursuant to Labor Code
3 section 2699 and is to be distributed as follows: seventy-five percent (75%) (*i.e.*, \$3,750) to the LWDA
4 and twenty-five percent (25%) (*i.e.*, \$1,250) to the Net Settlement Amount to be redistributed to the
5 Participating Class Members. Class Counsel shall give timely notice of the Class Settlement to the
6 LWDA under Labor Code section 2699(1)(2).

7 **34. Settlement.** “Settlement” shall mean the settlement between the Parties, which is
8 memorialized in this Stipulation and subject to approval by the Court.

9 **35. Settlement Administrator.** “Settlement Administrator” shall mean Phoenix Settlement
10 Administrators, which the Parties have agreed will be responsible for administration of the Settlement
11 and related matters.

12 **36. Gross Settlement Amount.** “Gross Settlement Amount” is the agreed upon non-
13 reversionary settlement amount totaling \$175,000 to be paid by Defendant in full settlement of the
14 Released Claims asserted in this case, including the Administrative Expenses, Employee’s Taxes and
15 Required Withholdings, Class Counsel Fees and Expenses, Incentive Award, and PAGA Payment.
16 Defendants shall separately pay its share of the Employer’s Taxes in addition to the Gross Settlement
17 Amount. The Gross Settlement Amount shall be funded as follows: \$100,000 to be deposited into an
18 interest bearing qualified settlement fund (“Qualified Settlement Fund”) upon execution of this
19 Settlement Agreement, and \$75,000 to be deposited to the Qualified Settlement Fund upon final
20 approval of the Settlement by the Court.

21 **37. Settlement Agreement.** “Settlement Agreement” shall mean this Joint Stipulation of
22 Settlement and Release of Class Action, including any attached exhibits.

23 **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

24 **1. Plaintiff’s Claims.** On behalf of the Settlement Class, Plaintiff alleged the following
25 causes of action: (1) failure to provide meal periods and/or failure to pay meal premiums; (2) failure to
26 authorize and permit rest periods or failure to pay rest period premiums; (3) failure to time pay final
27 wages upon separation of employment; (4) failure to issue accurate wage statements; (5) UCL violations
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1 based on the foregoing Labor Code violations; and (6) PAGA penalties based on the underlying Labor
2 Code violations.

3 **2. Discovery, Investigation, and Research.** Class Counsel has conducted a detailed and
4 comprehensive investigation of the claims asserted against Defendant and of the applicable law. The
5 informal discovery and investigation has included, among other things, (a) telephonic conferences with
6 Plaintiff; (b) inspection and analysis of voluminous documents and other information produced by
7 Plaintiff and Defendant including time sheets, wage statements, and relevant employment policies; (c)
8 analysis of the legal positions taken by Defendant; (d) investigation into the viability of class treatment
9 of the claims asserted in the Action; (e) research of the applicable law with respect to the claims asserted
10 in the Complaint and the potential defenses thereto; and (g) assembling and analyzing of data for
11 calculating damages.

12 The Class Representative has vigorously prosecuted this case, and Defendant has vigorously
13 defended it. The Parties have engaged in sufficient investigation and discovery to assess the relative
14 merits of the claims of the Class Representative and of Defendant's defenses to them.

15 **3. Allegations of the Class Representative and Benefits of Class Settlement.** The
16 discovery and investigation conducted in this matter, as well as discussions between counsel, have been
17 adequate to give the Class Representative and Class Counsel a sound understanding of the merits of
18 their positions and to evaluate the worth of the claims of the Settlement Class. The information
19 exchanged by the Parties through informal discovery and settlement discussions are sufficient to reliably
20 assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable
21 basis.

22 Plaintiff and Class Counsel believe that the claims, causes of action, allegations and contentions
23 asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge
24 the expense and delay of continued lengthy proceedings necessary to prosecute the Action against
25 Defendant through trial and through appeals. Class Counsel has taken into account the uncertain
26 outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the
27 difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification
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1 of the Action as well as trying the claims of the class. Class Counsel is mindful of the potential problems
2 of proof under, and possible defenses to, the claims alleged in the Action.

3 Class Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits
4 upon Plaintiff and the Settlement Class Members and that an independent review of this Stipulation by
5 the Court in the approval process will confirm this conclusion. Based on their own independent
6 investigation and evaluation, Class Counsel has determined that the Settlement set forth in the
7 Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

8 **4. Defendant's Denials of Wrongdoing and Liability.** Defendant has denied and
9 continues to deny each and all of the allegations, claims, and contentions alleged by Plaintiff in the
10 Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability
11 against it arising out of any of the conduct, statements, acts or omissions alleged in the Action.
12 Defendant contends that it complied in good faith with California and federal wage and hour laws and
13 has dealt legally and fairly with Plaintiff and Settlement Class Members. Defendant further denies that,
14 for any purpose other than settling this Action, these claims are appropriate for class or representative
15 treatment. Nonetheless, Defendant has concluded that further proceedings in the Action would be
16 protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner
17 and upon the terms and conditions set forth in this Stipulation in order to dispose of burdensome and
18 protracted litigation, to permit the operation of Defendant's business without further expensive litigation
19 and the distraction and diversion of its personnel with respect to matters at issue in the Action.
20 Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in
21 complex cases such as the Action. Defendant has, therefore, determined that it is desirable and beneficial
22 to it that the Action be settled in the manner and upon the terms and conditions set forth in this
23 Stipulation.

24 **5. Intent of the Class Settlement.** The Class Settlement set forth herein intends to achieve
25 the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the Action;
26 (3) discharge of Released Parties from liability for any and all of the Released Claims; and (4) discharge
27 of Plaintiff from liability for any and all claims arising out of the Action.

1 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS**
2 **COUNSEL**

3 1. **The Settlement Class.** For the purposes of this Stipulation and the Class Settlement of
4 this Action only, the Parties stipulate to conditional class certification of the Settlement Class.
5 Defendant's counsel believes this conditional certification is appropriate because the Released Claims
6 are being compromised without need to establish the elements of those claims on which liability turns.

7 2. **Appointment of Class Counsel.** For purposes of this Stipulation and subject to the
8 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the
9 Class and the effectuation of the Class Settlement pursuant to this Stipulation.

10 **IV. CLASS SETTLEMENT CONSIDERATION**

11 1. **Settlement Amount.** The Parties agree to settle this Action for the Gross Settlement
12 Amount of \$175,000. There shall be no reversion to Defendant. The Gross Settlement Amount and
13 other actions and forbearances taken by Defendant shall constitute adequate consideration for the Class
14 Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Class Counsel
15 Fees and Expenses, (c) Administrative Expenses, (d) Incentive Award, (e) PAGA Payment; and (f) any
16 other obligation of Defendant under this Stipulation (other than the Employer's Taxes on the portion of
17 the Net Settlement Amount allocated to the payment of wages). After the court issues an order
18 preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class
19 Notice to the Settlement Class Members, which shall describe the terms of the Class Settlement and
20 procedures to opt out, object or participate in the Class Settlement as well as the Share Form, which
21 shall identify the Settlement Class Member, the weeks worked by each Settlement Class Member, as
22 well as the estimated amount of the Individual Settlement Amount the Settlement Class Member can
23 expect to receive once the Class Settlement becomes Effective. Settlement Class Members shall be given
24 the opportunity to challenge their weeks worked information. The Gross Settlement Amount shall be
25 paid to the Settlement Administrator pursuant to the "Payment Plan," which will be used to pay the
26 following: (1) Class Counsel Fees, as approved by the Court, not to exceed 33.33% of the Gross
27 Settlement Amount, (*i.e.*, \$58,333.33); (2) Class Counsel expenses, as approved by the Court, not to
28 exceed \$12,000; (3) Plaintiff's Incentive Award, as approved by the Court, not to exceed \$5,000; (4)

1 PAGA Payment of \$5,000, of which \$3,750, shall be paid to the LWDA; and (5) Administrative
2 Expenses to be paid to the Settlement Administrator, not to exceed \$10,000.

3 **2. Incentive Award for Plaintiff.** Plaintiff will petition the Court to approve an Incentive
4 Award in an amount up to \$5,000 for Plaintiff's efforts on behalf of the Settlement Class in this Action,
5 including assisting in the investigation and consulting with Class Counsel and providing crucial
6 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive Award
7 in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from the Gross
8 Settlement Amount and shall be in addition to any distribution to which she may otherwise be entitled
9 as a Class Participant. The Incentive Award shall not be considered wages, and the Settlement
10 Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be
11 responsible for the payment of any and all taxes with respect to her Incentive Award and shall hold
12 Defendant harmless from any and all liability with regard thereto.

13 **3. Payment to Class Participants.** Each Class Participant shall be eligible to receive
14 payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on
15 the pro rata number of weeks worked by the Settlement Class Members during the Class Period as a
16 proportion of all weeks worked by all Settlement Class Members. The Individual Settlement Amount
17 for each Settlement Class Member shall be calculated in accordance with section VII, paragraph 2. Each
18 Class Participant, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and
19 Required Withholding with respect to his or her Individual Settlement Amount and shall hold Defendant
20 harmless from any and all liability with regard thereto. Payments to the Class Participants shall be
21 included pursuant to the Payment Plan.

22 **4. Tax Treatment and Payment.** For the purpose of calculating Employee's Taxes and
23 Required Withholding for the Individual Settlement Amounts for Class Participants (including any
24 payments to the Class Representative but exclusive of her Incentive Award), the Parties agree that 33.4%
25 of each Individual Settlement Amount shall constitute wages (and each Class Participant will be issued
26 an IRS Form W-2 for such payment to him or her), 33.33% constituted as interest and 33.3% constituted
27 as penalties, of each Individual Settlement Amount (and each Class Participant will be issued an IRS
28 Form 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator

1 shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion
2 of Class Participants' anticipated Individual Settlement Amounts and such actual amount will be
3 deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement
4 Sum and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes due
5 on the wage portion of the Class Participants' Individual Settlement Amounts and issue instructions to
6 Defendant to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff
7 and the Class Participants who receive any payment pursuant to this Stipulation shall be solely
8 responsible for any and all other individual tax obligations associated with this Class Settlement.

9 **5. No Effect on Employee Benefit Plans.** Neither the Class Settlement nor any amounts
10 paid under the Class Settlement will modify any previously credited hours, days, or weeks of service
11 under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will
12 not form the basis for additional contributions to, benefits under, or any other monetary entitlement
13 under Defendant's sponsored benefit plans, policies or bonus programs. The payments made under the
14 terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as
15 salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's
16 benefit plan, policy or bonus programs. Defendant retains the right to modify the language of its benefits
17 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant
18 to this Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or any similar
19 measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility,
20 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not
21 required by this Stipulation. Defendant does not consider the Class Settlement payments
22 "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans,
23 policies, or bonus programs, or any other plan sponsored by Defendant.

24 **6. Class Counsel Fees and Expenses.** As part of the motion for final approval of the Class
25 Settlement, Class Counsel will submit an application for an award of Class Counsel Fees and Expenses
26 with the fee portion not to exceed 33.33% of the Gross Settlement Amount (*i.e.*, \$58,333.33) and the
27 award of costs and expenses of up to an additional \$12,000. Defendant agrees not to object to any such
28 fee, cost or expense application in those amounts. As a condition of this Class Settlement, Class Counsel

1 has agreed to pursue fees only in the manner reflected by this Section. Any Class Counsel Fees and
2 Expenses awarded by the Court shall be paid from the Gross Settlement Amount in arriving at the Net
3 Settlement Amount and shall not constitute payment to any Settlement Class Members. If Class Counsel
4 voluntarily reduces the request for Class Counsel Fees or Expenses or the Court's award of Class
5 Counsel Fees or Expenses is less than set forth above, the Net Settlement Amount shall be recalculated
6 to reflect the actual Class Counsel Fees and Expenses awarded.

7 The Class Counsel Fees and Expenses approved by the Court shall encompass: (a) all work
8 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent
9 the Settlement Class through the date of this Stipulation; (b) all work to be performed and costs to be
10 incurred in connection with approval by the Court of the Class Settlement; (c) all work to be performed
11 and costs and expenses, if any, incurred in connection with administering the Class Settlement through
12 the Effective Date and dismissal of the Action; and (d) the Common Fund Doctrine.

13 **7. Payment of Class Counsel Fees and Expenses.** Class Counsel Fees and Expenses as
14 awarded by the Court shall be paid by the Settlement Administrator out of the Gross Settlement Amount

15 **V. CLAIMS ADMINISTRATION COSTS AND EXPENSES**

16 **1. The Settlement Administrator's Costs and Expenses.** All reasonable costs and
17 expenses in an amount not to exceed \$10,000 for the Settlement Administrator in connection with its
18 administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating
19 Settlement Class Members, processing Opt-Out requests and objections, distributing the portion of the
20 PAGA Payment payable to the LWDA, and calculating, administering and distributing Individual
21 Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross
22 Settlement Amount.

23 **2. Payment by Defendant.** The Settlement Administrator will calculate the Defendant's
24 portion of taxes, if any, and inform Defendant of the total amount of such taxes within five days after
25 the Effective Date. Defendant shall pay those portions of the Gross Settlement Amount to the Settlement
26 Administrator pursuant to the Payment Plan.

1 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

2 **1. The Settlement Administrator.** The Settlement Administrator will be responsible for
3 mailing the Class Notice and Share Form (**Exhibits 1 and 2**) to Settlement Class Members, handling
4 inquiries from Settlement Class Members concerning the Class Notice, determination of Individual
5 Settlement Amounts, maintaining the settlement funds in an appropriate interest bearing account,
6 preparing, administrating and distributing Individual Settlement Amounts to Class Participants, issuing
7 a final report and performing such other duties as the Parties may direct.

8 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
9 Defense Counsel summary information updating them as to the number of validated and timely
10 objections and Opt-Out Requests. The Settlement Administrator will serve on Class Counsel and
11 Defense Counsel via e-mail date-stamped copies of the original Opt-Outs and objections no later than
12 five days after their receipt. The Settlement Administrator will provide Class Counsel with proof of
13 mailing of the Class Notice, without listing individual Class Member names which the Settlement
14 Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's
15 Final Approval and Fairness Hearing. No later than sixteen (16) business days prior to the Final
16 Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel
17 and Defense Counsel a report with summary information regarding (a) the total amount of final
18 Individual Settlement Amounts of each Class Participant (b) the number of Class Participants to receive
19 such payments, and (c) the final number of Opt-Outs and objections.

20 Prior to the calculation and distribution of the Individual Settlement Amounts, the Settlement
21 Administrator shall calculate the total Administrative Expenses through the conclusion of their services
22 and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation
23 of the Individual Settlement Amounts.

24 **2. Notice to Settlement Class Members.** Notice shall be provided to Settlement Class
25 Members in the following manner: Within 14 days after the Preliminary Approval Date, Defendant
26 shall provide the Settlement Administrator with the best information in its possession, custody, or
27 control with respect to the Class Members' names, social security numbers, dates of employment, last-
28 known addresses and phone numbers (the "Database").

1 Within 14 days of receipt of the Database, the Settlement Administrator shall determine the
2 number of weeks worked for each Settlement Class Member, populate the Settlement Class for each
3 accordingly, and send each Settlement Class Member the Class Notice via first-class, United States mail.
4 The Class Notice shall also contain an easily understood statement alerting the Class Members that,
5 unless they elect to Opt-Out of the Class Settlement, the Settlement Class Member is releasing and
6 waiving all Released Claims against the Released Parties.

7 The Class Notice will inform Settlement Class Members of his/her estimated share of the
8 settlement and the number of weeks he/she worked during the Class Period. Class Members may dispute
9 their weeks worked if they believe they worked more weeks in the Class Period than Defendant's or the
10 staffing agency's records show by submitting information to the Settlement Administrator no later than
11 30 days after being mailed the Class Notice and Share Form by the Settlement Administrator, which is
12 the defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and
13 Defendant to resolve the dispute in good faith. If Plaintiff and Defendants cannot agree over the
14 workweeks to be credited, the Settlement Administrator shall make the final decision based on the
15 information presented by the Settlement Class Member and Defendant.

16 **3. Opt-Out Procedure.** Settlement Class Members who do not timely Opt-Out of the Class
17 Settlement will be deemed to participate in the Class Settlement and shall become a Class Participant
18 without having to submit a claim form or take any other action. In order to Opt-Out of the Class
19 Settlement, the Settlement Class Member must submit a letter or postcard to the Settlement
20 Administrator by the Response Deadline. The Opt-Out request must state the Settlement Class
21 Member's name, address, telephone number, and signature. The Opt-Out request should state to the
22 effect of: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MARTINEZ
23 V. GLOBAL SALES & WAREHOUSING, LLC LAWSUIT. I UNDERSTAND THAT IF I ASK TO
24 BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
25 FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY
26 CLAIMS I MIGHT HAVE." Any Opt-Out request that is not postmarked by the Response Deadline
27 will be invalid. In the event that, prior to the Response Deadline, any Class Notice mailed to a Settlement
28 Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement

1 Administrator shall perform a skip trace search and seek an address correction for such Settlement Class
2 Member(s), and a second Class Notice will be sent to any new or different address obtained. Such
3 Settlement Class Member(s) shall have an additional 14 days in which to Opt-Out.

4 It will be presumed that, if an envelope containing the Class Notice has not been returned within
5 28 days of the mailing, the Settlement Class Member received the Class Notice. At least sixteen (16)
6 business days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall
7 provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing
8 with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration
9 shall specify the number of Settlement Class Members to whom Class Notices were sent and the number
10 of Settlement Class Members to whom Class Notices were not delivered, as well as information relating
11 to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

12 If the Settlement Administrator determines that an Opt-Out request returned by a Settlement
13 Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail
14 a deficiency letter to that Settlement Class Member identifying the problem. If a Settlement Class
15 Member submits both a dispute and an Opt-Out request, the Settlement Administrator shall make
16 reasonable attempts to clarify as if the Opt-Out request were deficient. If the Class Member fails to cure
17 the deficiency, the Opt-Out request shall be disregarded and the claim will be paid, and the Class
18 Member will become bound by the judgment.

19 Those Settlement Class Members who do not timely Opt-Out will be bound by the Release of
20 Released Claims set forth in Section I, Paragraph 29 of this Stipulation.

21 **4. Objections.** The Class Notice shall inform the Settlement Class Members of their right
22 to object to the Class Settlement. Any Settlement Class Member who wishes to object to the Class
23 Settlement must submit a written objection to the Settlement Administrator no later than the Response
24 Deadline. The objection must include the case name and number and must set forth, in clear and concise
25 terms, a statement of the reasons why the objector believes that the Court should find that the proposed
26 Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class
27 Settlement should not be approved, including the legal and factual arguments supporting the objection.
28 If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an

1 attorney, he or she *must also* file a notice of intention to appear at the same time as the objection is filed.
2 The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear
3 on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Settlement Class
4 Members shall not be entitled to appear and or object at the Final Approval Hearing unless they have
5 submitted a timely written objection and notice of intention to appear pursuant to this Section.
6 Settlement Class Members who have properly and timely submitted objections may appear at the Final
7 Approval Hearing, either in person or through a lawyer retained at their own expense.

8 **VII. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

9 **1. Allocation of the Gross Settlement Amount.** The claims of all Settlement Class
10 Members are settled for the Gross Settlement Amount of \$175,000, which will be allocated as follows:

- 11 a. Reasonable Settlement Administration Costs up to \$10,000;
- 12 b. The Class Counsel Fees and Expenses not to exceed 33% (*i.e.* \$58,333.33) in fees and
13 expenses not to exceed \$12,000;
- 14 c. The Incentive Award, not to exceed \$5,000;
- 15 d. PAGA Payment of \$5,000, of which \$3,750 shall be paid to the LWDA and the remainder
16 shall revert to the Net Settlement Amount to be distributed to the Participating Class Members.

17 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
18 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values in
19 Section 1(a-d) prior to sending Notice to the Settlement Class Members. Prior to final distribution, the
20 Settlement Administrator shall calculate the final Net Settlement Amount based on the actual values in
21 Section 1 (a-d).

22 **2. Calculation of the Individual Settlement Amounts.** Individual Settlement Amounts to
23 be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net
24 Settlement Amount payable to each Class Participant will be calculated as follows:

25 The Settlement Administrator shall divide the Net Settlement Amount by the total number of
26 workweeks Settlement Class Members were employed during the Class Period, in order to determine
27 the amount each Settlement Class Member is entitled to for each workweek s/he was employed by
28 Defendant (the “Weekly Amount”). The Settlement Administrator will multiply the Weekly Amount

1 by the total number of workweeks that each Settlement Class Member was employed and deduct all
2 Employee's Taxes and Required Withholding attributable to wages to arrive at the Individual Settlement
3 Amount for that Class Member.

4 Defendant will provide the Settlement Administrator with any information reasonably necessary
5 to perform the calculation of number of workweeks for each Settlement Class Member, and any other
6 reasonably required information the Settlement Administrator requests to perform the calculations
7 required under this Settlement Agreement. Defendant shall have no responsibility for deciding the
8 validity of the Individual Settlement Amounts or any other payments made pursuant to this Stipulation,
9 shall have no involvement in or responsibility for the determination or payment of Employee's Taxes
10 and Required Withholding, and shall have no liability for any errors made with respect to such
11 Employee's Taxes and Required Withholding. Although the Settlement Administrator will calculate
12 and pay the standard Employee's Taxes and Required Withholding on the portion of the Individual
13 Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants represent and
14 understand that they shall be solely responsible for any and all tax obligation associated with their
15 respective Individual Settlement Amounts and Incentive Awards.

16 **3. Time for Payment of Class Counsel Fees and Expenses to Class Counsel.** The
17 Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved by
18 the Court to Class Counsel no later than 7 calendar days after the second deposit of the Gross Settlement
19 Amount.

20 **4. Time for Payment of Incentive Award to Class Representative.** The Settlement
21 Administrator shall distribute to Plaintiff the Incentive Award approved by the Court no later than 7
22 calendar days after the second deposit of the Gross Settlement Amount.

23 **5. Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator
24 shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court to
25 Class Counsel no later than 7 calendar days after the second deposit of the Gross Settlement Amount.

26 **6. Time for Payment of Taxes and Required Withholding and Individual Settlement**
27 **Amounts.** The Settlement Administrator shall make every effort to pay the Employee's Taxes and
28 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail

1 the Individual Settlement Amount to each Class Participant, by first-class U.S. mail, to the last-known
2 address no later than 3 business days after Defendant deposits the Gross Settlement Amount with the
3 Settlement Administrator. If the Settlement Administrator is not able to do so within the time period set
4 forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by
5 which the Employee's Taxes and Required Withholding shall be paid and the Individual Settlement
6 Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute checks
7 to Class Participants until all Individual Settlement Amounts have been considered, calculated, and
8 accounted for, and the all of the remaining monetary obligations have been calculated and accounted
9 for. Within 120 days of the Final Payment Date, the Settlement Administrator shall file with the Court
10 and provide to Class Counsel a declaration of payment.

11 In the event that any Class Participant is deceased, payment shall be made payable to the estate
12 of that Settlement Class Member and delivered to the executor or administrator of that estate, unless the
13 Settlement Administrator has received an affidavit or declaration pursuant to Cal. Probate Code § 13101,
14 in which case payment shall be made to the affiant(s) or declarant(s).

15 **7. Non-Cashed Settlement Checks.** Any funds associated with checks that have not been
16 cashed within 180 days shall be sent to the California State Controller Unclaimed Property with the
17 identity of the Participating Class Member to whom the fund belongs.

18 **VIII. NULLIFICATION OF THIS STIPULATION**

19 **1. Non-Approval of the Stipulation.** If (a) the Court should for any reason fail to approve
20 this Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter
21 a judgment with prejudice of the Action, or (c) the approval of the Class Settlement and judgment is
22 reversed, modified or declared or rendered void, then the Class Settlement and conditional class
23 certification shall be considered null and void, and neither the Class Settlement, conditional class
24 certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all
25 Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class
26 Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the
27 Parties may attempt in good faith to cure any perceived defects in the Stipulation to facilitate approval.
28

1 **2. Escalator Provision.** In the event the work week number increases by more than 11,000,
2 then there will be a pro rata adjustment to the Gross Settlement Amount, which shall automatically
3 increase in proportion to the increased percentage of workweeks.

4 **3. Invalidation.** Invalidation of any material portion of the Class Settlement shall
5 invalidate the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing that
6 the remaining provisions of the Class Settlement are to remain in full force and effect.

7 **4. Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
8 Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the
9 Gross Settlement Amount or take any other actions required by this Stipulation until all appeal rights
10 have been exhausted by operation of law.

11 **IX. MOTION FOR COURT APPROVAL**

12 **1. Preliminary Approval.** Class Counsel will submit this Stipulation to the Court along
13 with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present
14 the Class Settlement to the Court for preliminary approval in a timely fashion. The Parties agree that
15 Judge Goldberg will provide a declaration attesting to Defendant's financial hardship. Plaintiff will file
16 said declaration with the Court in support of the Motion for Preliminary Approval of the Class
17 Settlement.

18 **2. Final Approval.** The Final Approval and Fairness Hearing shall be held before the
19 Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the
20 final order certifying the Class for settlement purposes only and approving the Class Settlement as being
21 fair, reasonable and adequate to the Class Participants within the meaning of California Rules of Court,
22 Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action consistent with the terms
23 of the Class Settlement and California Rule of Court 3.769(h). Class Counsel and Defense Counsel shall
24 submit to the Court such pleadings and/or evidence as may be required for the Court's determination.
25 Defendant agrees that Judge Goldberg will provide a declaration attesting to Defendant's financial
26 hardship and the need to pay the settlement over installments. Plaintiff will file said declaration with the
27 Court in support of the Motion for Final Approval of the Class Settlement.

1 **X. RELEASES AND WAIVERS**

2 **1. Release of Claims by Settlement Class.** Upon the Effective Date, each Settlement Class
3 Member who has not submitted a timely Opt-Out request, and Plaintiff, each releases the Released
4 Parties, and each of them, of and from any and all Released Claims during the Class Period.

5 It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever
6 settle, compromise, and discharge the Released Claims.

7 Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release
8 of Released Claims as a result of the Class Settlement and to the terms of the final judgment and the
9 satisfaction of such judgment.

10 Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed
11 that their claims for wages and/or penalties in the Action are disputed, and that their Individual
12 Settlement Amount constitutes payment of all sums allegedly due to them. Class Members will be
13 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to
14 the Individual Settlement Amount. That section provides in pertinent part as follows:

15 **“An employer shall not require the execution of a release of a claim or right on account of**
16 **wages due, or to become due, or made as an advance on wages to be earned, unless payment of**
17 **those wages has been made.”**

18 **XI. DUTIES OF THE PARTIES**

19 **1. Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
20 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
21 limited to, execution of such other documents and the taking of such other actions as may reasonably be
22 necessary to fulfill the terms of this Class Settlement. The Parties shall use their best efforts, including
23 all efforts contemplated by this Stipulation and any other efforts that may become necessary by court
24 order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable
25 after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense
26 Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this
27 Stipulation.

1 **2. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all
2 of the terms of the Class Settlement in good faith and to support the Class Settlement fully and to use
3 their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral
4 attack.

5 **3. Duties Prior to Court Approval.** Class Counsel shall promptly submit this Stipulation
6 to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and
7 reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for
8 the entry of a preliminary order, scheduling a hearing on the question of whether the proposed Class
9 Settlement should be approved as fair, reasonable, and adequate as to the Settlement Class Members,
10 approving as to form and content the proposed Class Notice and Share Form attached hereto as **Exhibits**
11 **1 and 2**, respectively, and directing the mailing of the Class Notice to Settlement Class Members. While
12 Defendants can reserve its right to object to facts or assertions made in the moving papers, Defense
13 Counsel shall file a notice of non-opposition to the granting of the motion for preliminary approval or
14 join in the motion.

15 **XII. MISCELLANEOUS PROVISIONS**

16 **1. Voiding the Stipulation.** Pending Court approval and other than as provided in Section
17 VIII herein, if any of the conditions set forth in this Stipulation are not met and satisfied, this Stipulation
18 shall, at the option of either Plaintiff or Defendant, be ineffective, void, and of no further force and
19 effect, and shall not be used or be admissible in any subsequent proceeding, either in this Court or in
20 any other court or forum. If either Party decides to void the Settlement, then the Settlement and
21 conditional class certification shall be considered void, and neither the Settlement Agreement,
22 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force
23 or effect, and the Parties shall stand in the same position, without prejudice, as if this Stipulation had
24 been neither entered into nor filed with the Court. Should either Party choose to void the Class
25 Settlement under this paragraph, such Party shall be responsible for all Settlement Administrator fees
26 and costs actually incurred.

1 Defendant shall have the right, at its sole discretion, to terminate the settlement if 5% or more of
2 the class members timely elect to opt out of the settlement agreement. Further, if Defendant exercises
3 its right under this paragraph, it shall solely be liable for administrative costs.

4 **2. Different Facts.** The Parties hereto, and each of them, acknowledge that, except for
5 matters expressly represented herein, the facts in relation to the dispute and all claims released by the
6 terms of this Stipulation may turn out to be other than or different from the facts now known by each
7 party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore
8 expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this
9 Stipulation shall be in all respects effective and binding despite such difference.

10 **3. No Prior Assignments.** The Parties represent, covenant, and warrant that they have not
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
12 any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein
13 released and discharged except as set forth herein.

14 **4. Non-Admission.** Nothing in this Stipulation shall be construed as or deemed to be an
15 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party,
16 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
17 wrongdoing toward the each other or any other person. Each of the Parties has entered into this
18 Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience,
19 expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of
20 wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall
21 constitute any admission by Defendant regarding the merits of the Claims in this Action, including but
22 not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall
23 constitute an admission by Defendant that the Action was properly brought as a class or representative
24 action other than for settlement purposes. To the contrary, Defendants have denied and continues to
25 deny each and every material factual allegation and all Claims. To this end, the Class Settlement of the
26 Action, the negotiation and execution of this Stipulation, and all acts performed or documents executed
27 pursuant to or in furtherance of this Stipulation or the Class Settlement are not, shall not be deemed to
28 be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of

1 Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are not,
2 shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission
3 on the part of Defendant in any civil, criminal or administrative proceeding in any court, administrative
4 agency or other tribunal.

5 **5. Non-Retaliation.** Defendant understands and acknowledges that it has a legal obligation
6 not to retaliate against any Settlement Class Member who elects to participate in the Class Settlement
7 or elects to Opt-Out of the Class Settlement. Defendant will refer any inquiries regarding this Class
8 Settlement to the Settlement Administrator or Class Counsel and will not discourage Settlement Class
9 Members who are employees, directly or indirectly, from making claims, opting out or objecting to the
10 Class Settlement.

11 **6. Construction.** The Parties hereto agree that the terms and conditions of this Stipulation
12 are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that
13 this Stipulation is not to be construed in favor of or against any party by reason of the extent to which
14 any party or its counsel participated in the drafting of this Stipulation. If any of the dates in the
15 Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next business
16 day.

17 **7. Governing Law.** This Stipulation is intended to and shall be governed by the laws of
18 the State of California, without regard to conflict of law principles, in all respects, including execution,
19 interpretation, performance, and enforcement.

20 **8. Notices.** Except for Settlement Class Member notices required to be made by the
21 Settlement Administrator, any and all notices or other communications required or permitted under this
22 Stipulation shall be in writing and shall be sufficiently given if delivered in person to the party or their
23 counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the
24 address of the party appearing in this Stipulation.

25 **9. Captions and Interpretations.** Section titles or captions contained herein are inserted
26 as a matter of convenience and for reference only and in no way define, limit, extend, or describe the
27 scope of this Stipulation or any provision thereof.

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1 **10. Modification.** This Stipulation may not be changed, altered, or modified, except in
2 writing signed by the Parties and approved by the Court. This Stipulation may not be discharged except
3 by performance in accordance with its terms or by a writing signed by the Parties.

4 **11. Integration Clause.** This Stipulation contains the entire agreement between the Parties
5 relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or
6 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
7 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
8 Stipulation may be waived except in writing as provided above.

9 **12. Successors and Assigns.** This Stipulation shall be binding upon and inure to the benefit
10 of the Parties and Settlement Class Members (excluding only persons who timely Opt-Out) and their
11 respective present and former heirs, trustees, executors, administrators, representatives, officers,
12 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,
13 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates,
14 related companies, joint ventures, predecessors, successors, and assigns.

15 **13. Corporate Signatories.** Any person executing this Stipulation or any such related
16 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises,
17 for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or
18 partnership to execute this Stipulation or any such related document.

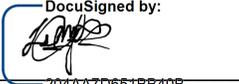
19 **14. Execution in Counterparts.** This Stipulation shall become effective upon its execution
20 by all of the undersigned. The Parties may execute this Stipulation in counterparts, and execution of
21 counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

22 **15. Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided for
23 herein, each party shall bear his or its own attorney fees, costs and expenses, taxable or otherwise,
24 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other
25 party to this Stipulation.

26 **16. Action to Enforce Agreement.** In any suit or court action to enforce the terms of this
27 Agreement, the prevailing party shall be entitled to recover his or its attorney fees and costs.
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IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on the date below their signatures or the signature of their representatives. The date of the Stipulation shall be the date of the latest signature.

JESUS MARTINEZ 
Dated: 6/2/2020

GLOBAL SALES & WAREHOUSING, LLC

Printed: _____
Title: _____
Dated: _____

1 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation on the
2 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
3 the date of the latest signature.

4
5 JESUS MARTINEZ

6 _____
Dated: _____

GLOBAL SALES & WAREHOUSING, LLC


Printed: Jeff Aubrey
Title: President
Dated: 6-1-20

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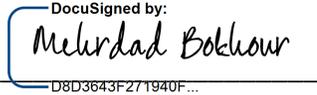
MELMED LAW GROUP P.C.

LIGHTGABLER

By: 
Jonathan Melmed, Esq.
Attorneys for Plaintiff and the Putative Class

By: _____
Jonathan Fraser Light, Esq.
Brier Setlur, Esq.
Attorneys for Defendant

BOKHOUR LAW GROUP, P.C.

By: 
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Class

APPROVED AS TO FORM AND CONTENT

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MELMED LAW GROUP P.C.

LIGHTGABLER

By: _____
Jonathan Melmed, Esq.
Attorneys for Plaintiff and the Putative Class

By:  _____
Jonathan Fraser Light, Esq.
Brier Setlur, Esq.
Attorneys for Defendant

BOKHOUR LAW GROUP, P.C.

By: _____
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Class

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EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

JESUS MARTINEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

GLOBAL SALES & WAREHOUSING, LLC,
and DOES 1 through 20, inclusive,

Defendants.

CASE NO. 56-2019-00534178-CU-OE-VTA

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

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To: *All individuals who are or were employed by Defendant Global Sales & Warehousing, LLC or its predecessor or merged entities in California who worked as a non-exempt hourly employee or other similar position from September 30, 2015 through January 31, 2020. (“Class Members”).*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ THIS NOTICE CAREFULLY.

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The settlement involves claims against Global Sales & Warehousing, LLC (“Defendant”) alleging: (1) failure to provide meal periods or failure to pay meal premiums; (2) failure to authorize and permit rest periods or failure to pay rest period premiums; (3) failure to timely pay final wages upon separation of employment (5) failure to issue accurate wage statement; (6) UCL violations based on the foregoing; and (6) PAGA penalties based on the foregoing.

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NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described in Section V below.

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I. INTRODUCTION

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This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL” (“NOTICE”) is to inform you that Defendant have agreed to settle a class action lawsuit on behalf of all Class Members which claimed, among other things, failure to provide meal period premiums or failure to provide meal periods; failure to pay rest period premiums or failure to authorize and permit rest periods; failure to pay wages and/or waiting time; failure to pay all wages owed in a timely manner; failure to issue adequate wage statement; UCL violations based on the

1 foregoing; and PAGA penalties based on the foregoing, or violation of the applicable Wage Order or
2 Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 512, claims under Business and
3 Professions Code section 17200 *et seq.* or Labor Code section 2698 *et seq.*, based on alleged violation
4 of these Labor Code provisions, with respect to its employees at any time during the period from
September 30, 2015 through January 31, 2020 (the “Class Period”).

5 The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent
6 to you because you may be entitled to money under the Settlement and because the Settlement affects
7 your legal rights.

8 **II. DESCRIPTION OF THE LAWSUIT**

9 Plaintiff Jesus Martinez filed his First Amended Complaint (“Complaint”) against Defendant on behalf
10 of the Class Members, in the matter of *Jesus Martinez v. Global Sales & Warehousing, LLC*, in Ventura
County Superior Court, Case No. 56-2019-00534178-CU-OE-VTA, alleging the following Causes of
11 Action: (1) failure to provide meal periods and/or pay missed meal period premiums (Cal. Labor Code
12 § 512; IWC Wage Order No. 9); (2) failure to permit and authorize rest periods and/or pay missed rest
period premiums (Cal. Labor Code § 226.7; IWC Wage Order No. 9); (3) failure to provide
13 complete/accurate wage statements (Cal. Labor Code § 226(a)); (4) failure to pay final wages due to
former employees based on the foregoing (Cal. Labor Code § 201 – 203); (5) derivative UCL violations
14 based on the foregoing (Cal. Bus. & Prof. Code §§ 17200-17204); and (6) PAGA and other penalties
15 (Cal. Labor Code § 2699, *et seq.*) based on the foregoing.

16 Defendant has denied liability, has denied the allegations in the Complaint, and have raised various
17 defenses to these claims. Defendant contends, among other things, that it fully complied with California
18 wage and hour laws and provided its employees timely off-duty meal and rest breaks and provided
accurate itemized wage statements. Defendant also contends that its employees were compensated for
19 all duties performed, and that their employees have been dealt with legally and fairly. Defendant wishes
20 to settle this case to avoid costly, disruptive, and time-consuming litigation and does not admit to any
wrongdoing or liability.

21 The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement and issuing
22 this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However,
23 to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiff
have concluded that it is in their respective best interests and the interests of the Class Members to settle
24 the Action on the terms summarized in this Notice. After Defendant provided extensive discovery and
25 information to counsel for the Class Members, the Settlement was reached after arms-length non-
collusive negotiations between the parties, including a full day of mediation with a highly-experienced
26 employment law mediator. In these negotiations, both sides recognized the substantial risk of the Court
27 deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate
28 way to resolve the disputed claims.

1 The Plaintiff and Class Counsel support this Settlement. Among the reasons for support are the defenses
2 to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk
3 of trial on the merits, and the delays and uncertainties associated with litigation.

4 Under this settlement, the following settlement class will be certified under California law:

5 *All individuals who are or were employed by Defendant or its predecessor or merged*
6 *entities in California who worked as a non-exempt hourly employee from September*
7 *30, 2015 through January 31, 2020.*

8 Plaintiff Jesus Martinez and his counsel, Jonathan Melmed, Esq. of Melmed Law Group P.C., and
9 Mehrdad Bokhour of Bokhour Law Group, P.C. (“Class Counsel”), believe that the settlement described
10 below is fair, adequate, reasonable and in the best interests of Plaintiff and the Class.

11 On [insert date of preliminary approval], the Court preliminarily approved the settlement and
12 conditionally certified the settlement class. This Notice is being sent to you because Defendant’s records
13 indicate that you were employed by Defendant during the Class Period.

14 **IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT**
15 **AFFECT YOUR EMPLOYMENT.**

16 **California law strictly prohibits retaliation.** Further, Defendant is prohibited by law from taking any
17 adverse action against or otherwise target, retaliate, or discriminate against any Class Member because
18 of the Class Member’s participation or decision not to participate in this Settlement.

19 **III. TERMS OF THE SETTLEMENT**

20 Defendant has agreed to pay \$175,000 (the “Settlement Amount”) to resolve claims in the operative
21 Complaint (“Complaint”).

22 The Parties agreed to the following payments from the Settlement Amount:

23 Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement
24 Administrator,” who is sending this Notice to you and will perform many other duties relating to the
25 Settlement. Under the Settlement, reasonable costs not to exceed \$10,000 will be paid from the
26 Settlement Amount to pay the Settlement Administration Costs.

27 Attorneys’ Fees and Expenses. Class Counsel – includes attorneys from Melmed Law Group P.C., and
28 Bokhour Law Group, P.C. – have been prosecuting the Lawsuit on behalf of the Class Members on a
contingency fee basis (that is, without being paid any money to date) and have been paying all litigation
costs and expenses. To date, the parties have aggressively litigated many aspects of the case including
settlement efforts and a full day mediation session. The Court will determine the actual amount awarded

1 to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members
2 are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel
3 will collectively ask for fees of 33% (i.e., \$58,333.33) of the Settlement Amount as reasonable
4 compensation for the work Class Counsel performed and will continue to perform in this Lawsuit. Class
5 Counsel also will ask for reimbursement of up to \$12,000.00 for the costs Class Counsel incurred in
6 connection with the Lawsuit.

7 Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award
8 Named Plaintiff and Class Representative Jesus Martinez a service payment in the amount of \$5,000 to
9 compensate him for his service and extra work provided on behalf of the Class Members. The Class
10 Representative also may receive a share of the Settlement as a Class Member.

11 PAGA Payment. The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA
12 claims included in the Action, which is \$5,000.00. The PAGA Payment is to be approved by the Court
13 pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) to
14 the LWDA and twenty-five percent (25%) to the Net Settlement Amount to be distributed to the
15 Participating Class Members. Class Counsel shall give timely notice of the Class Settlement to the
16 LWDA under Labor Code section 2699(1)(2).

17 Net Settlement Amount. After deducting the amounts above, the balance of the Settlement Amount will
18 form the Net Settlement Amount for distribution to the Class Members.

19 You can view the Settlement Agreement and other Court documents related to this case by visiting
20 www.phoenixclassaction.com.

21 **IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT**

22 The Individual Settlement Amount for each Class Participant (a Class Member that does not opt-out of
23 the Settlement) will be calculated as follows. Compensable pay workweeks will be all weeks worked
24 by all Class Members during the Class Period. The dollars per compensable workweek will be
25 calculated by dividing the total number of workweeks worked by the Net Settlement Amount to
26 determine a workweek value. The workweek value will be multiplied by the number of workweeks
27 each Class Member worked during the Class Period to determine the Individual Settlement Amount for
28 each Class Member. If any Class Member opts-out of the Settlement, his/her share will be distributed
to Class Participants. 33.4% of the Settlement Award distributed to each Claimant will be considered
and reported as "wages" (W-2 reporting), 33.3% of the Settlement Award will be distributed to each
Claimant as interest, and 33.3% as of the Settlement Award will be distributed to each Claimant as
penalties (Form 1099). Defendants, or their proxies, shall take all usual and customary deductions from
the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax
withholding, disability premiums, and unemployment insurance premiums. There will be no deduction
taken from the interest or penalty distribution; however, it will be reported on IRS Form 1099 as income.

1 Class Participants are responsible for the proper income tax treatment of the Settlement Awards. The
2 Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice.
3 Accordingly, Class Members should consult with their tax advisors concerning the tax consequences
4 and treatment of payments they receive under the Settlement.

5 The workweeks you worked for Defendant during the Class Period will be calculated based on
6 Defendant's or the staffing agency's records. If you feel that you were not credited with the correct
7 number of workweeks worked during the Class Period, you may submit evidence to the Settlement
8 Administrator on or before [insert date] with documentation to establish the number of workweeks you
9 claim to have actually worked during the Class Period. **DOCUMENTATION SENT TO THE
10 SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT
11 SEND ORIGINALS.** The Parties and Settlement Administrator will promptly evaluate the evidence
12 submitted and discuss in good faith how many workweeks should be credited. The Settlement
13 Administrator will make the final decision as to how many weeks are credited and report the outcome
14 to the Class Participant. If you are unsatisfied with the decision, you may submit an Objection, as
15 discussed below.

16 Settlement checks will be mailed to all Class Members who do not request to be excluded (i.e., opt-out)
17 pursuant to the Payment Plan. The payment will be made to the Settlement Administrator, pursuant to
18 the Payment Plan.

19 You can view the final approval order and final judgment and payment schedule at
20 www.phoenixclassaction.com/xxxxxxx.

21 **V. THE RELEASE OF CLAIMS**

22 If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will
23 bind all members of the Settlement Class who have not opted out of the Settlement and will bar all Class
24 Members from bringing certain claims against Defendant as described below.

25 The settlement includes a release by Class Members (other than those who submitted a timely request
26 to be excluded) of Defendant Global Sales & Warehousing, LLC, as well as each of their past and present
27 subsidiaries, parents, predecessors, successors, and affiliates, and past, present and future officers,
28 directors or administrators and staffing agencies that Global Sales & Warehousing, LLC contracted with
during the Class Period to supply Class Members (the "Released Parties") of any and all claims that
were alleged in the First Amended Complaint or that reasonably could have been alleged based on the
facts alleged in the First Amended Complaint, including claims for failure violations of Labor code
sections 201, 202, 203, 226, 226.3, 226.7, 512, claims under Business and Professions Code section
17200 *et seq.* and claims for PAGA penalties based on the foregoing Labor Code violations. The Release
Period shall be September 30, 2015 through January 31, 2020. ("Released Claims")

1 The Settlement does not release any person, party or entity from claims, if any, by Class Members for
2 workers compensation, unemployment, or disability benefits of any nature, nor does it release any
3 claims, actions, or causes of action which may be possessed by Settlement Class Members under state
4 or federal discrimination statutes, including, without limitation, the Cal. Fair Employment and Housing
5 Act, the Cal. Government Code § 12940, *et seq.*; the Unruh Civil Rights Act, the Cal. Civil Code §51,
6 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*;
7 the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement
8 Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*; and all of their implementing
9 regulations and interpretive guidelines.

10 Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims
11 for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute
12 payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and
13 agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That
14 section provides in pertinent part as follows:

15
16 **“An employer shall not require the execution of a release of a claim or right on
17 account of wages due, or to become due, or made as an advance on wages to be
18 earned, unless payment of those wages has been made.”**

19 **VI. WHAT ARE YOUR OPTIONS?**

20 **A. Do Nothing and Receive Your Portion of the Settlement**

21 You are automatically included as a Class Participant and will receive a settlement payment and do not
22 have to take any further action to receive your settlement payment. It is the responsibility of all Class
23 Members to ensure that the Settlement Administrator has your current address on file, or you may not
24 receive important information or a settlement payment. The estimated amount of your settlement
25 payment if you do nothing is included on the attached Share Form.

26 **B. Opt-Out and Be Excluded from the Class and the Settlement**

27 If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to
28 the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card
postmarked no later than [*insert date*], with your name, address, telephone number, and signature. The
Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MARTINEZ V.
GLOBAL SALES & WAREHOUSING, LLC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM
THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I

1
2 **VII. UPDATE FOR YOUR CHANGE OF ADDRESS**

3 If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address
4 portion of the Share Form and mail it to the Settlement Administrator, **XXXXXX** as soon as possible.
5 **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT
6 PAYMENT REACH YOU.**

7 **VIII. IF THE STIPULATION OF SETTLEMENT AND RELEASE OF CLASS
8 ACTION IS NOT APPROVED**

9 If the Stipulation is not approved by the Court, or if any of its conditions are not satisfied, the conditional
10 settlement will be voided, no money will be paid, and the case will return to litigation. If that happens,
11 there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor
12 of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this
13 settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

14 **IX. QUESTIONS OR COMMENTS?**

15 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about the
16 settlement, you may contact the Settlement Administrator at: **XXXXX** or by e-mail at **XXXXXX**.
17 You may also contact Class Counsel at the address or phone number listed below.

18 THE ATTORNEYS REPRESENTING THE CLASS MEMBERS ARE:

19 MELMED LAW GROUP P.C.

20 Jonathan Melmed, Esq.

21 jm@melmedlaw.com

22 1801 Century Park East, Suite 850

23 Los Angeles, California 90067

24 Telephone: (310) 824-3828

25 Facsimile: (310) 862-6851

26 BOKHOUR LAW GROUP P.C.

27 Mehrdad Bokhour, Esq.

28 1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Telephone: (310) 975-1493

Facsimile: (310) 675-0861

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EXHIBIT 2

1 **Share Form**

2 *Jesus Martinez v. Global Sales & Warehousing, LLC*
3 **Case No. 56-2019-00534178-CU-OE-VTA, Superior Court of the State of California, County of Ventura**

4 **Your Estimated Payment**

5 Your total Individual Settlement Amount is currently estimated at \$_____. Your estimated pro-rata share of
6 the Net Settlement Amount (as defined in the accompanying Notice) is: ____%. Your estimated pro-rata share
7 may increase depending on factors such as, but not limited to, the number of Class Members who effectively
8 exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who
9 do not opt-out of the settlement is currently estimated to be \$_____.

10 Your estimated award is based on your pro-rata percentage of the Net Settlement Amount based on your Weeks
11 Worked during the Class Period, as a percentage of all of the Class Members' Weeks Worked during the Class
12 Period. "Weeks Worked" means the number of weeks you were employed during the Class Period according to
13 Defendant's or the staffing agency's payroll records. Defendant's or the staffing agency's payroll records show
14 that during the Class Period (between September 30, 2020 through January 31, 2020) you had a total number of
15 Weeks Worked of _____.

16 **YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE
17 SETTLEMENT.**

18 **If you believe the total number of your Weeks Worked during the Class Period (listed above) is accurate,
19 you do not need to take any further action in order to receive your payment.**

20 **TO CHALLENGE THE NUMBER OF YOUR WEEKS WORKED WHILE EMPLOYED BY
21 DEFENDANT DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE
22 PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN
23 [DATE].**

1 **CHALLENGE FORM**

2

Important:

3

4

1. You do NOT have to complete this part of the Share Form if the total number of your Weeks Worked for Defendant during the Class Period as stated above is accurate.

5

6

2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.

7

8

3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

9

10

Check the box below ONLY if you wish to challenge the total number of your Work Weeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

11

12

I wish to challenge the total number of my Work Weeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as a during the Class Period (September 30, 2015 through January 31, 2020). I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's or the staffing agency's records and determine the validity of my challenge.

13

14

15

16

Signature

17

Name of Class Member _____ **[preprinted]**

18

Class Member ID Number (from address label): _____ **[preprinted]**

19

20

I believe that the correct number of weeks I was employed by Defendant during the Class Period between September 30, 2015 through January 31, 2020 is: _____

21

22

The following is a statement of my reasons and documentation to support this number of Weeks Worked:

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1 **[Attach documentation and use separate page(s) as necessary]**

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