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 10 and on behalf of all others similarly situated

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 19 PACIFIC AMERICAN FISH CO., INC.

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 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SAN BERNARDINO

ADRIAN GAMBOA individually and on  
 behalf of all others similarly situated, and  
 on behalf of the general public,

Plaintiff,

vs.

KAMRAN STAFFING, INC., a California  
 corporation; PAFCO HOLDINGS, INC., a  
 California corporation;  
 PACIFIC AMERICAN FISH CO., INC., and  
 DOES 1 through 20, inclusive,

Defendants.

Case No. CIVDS1605273

*(Assigned for all purposes to Hon. Wilfred J.  
 Schneider Jr., Dept. S32)*

**STIPULATION AND AGREEMENT FOR  
 CLASS ACTION SETTLEMENT**

**RECITALS**

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2           A.     This Stipulation and Agreement for Class Action Settlement (the "Settlement  
3 Agreement") is made for the sole purpose of attempting to consummate settlement in this  
4 case on a class-wide basis and is made in compromise of disputed claims. Because this is a  
5 putative class action, this Settlement Agreement must receive preliminary and final approval  
6 by the Court.

7           B.     On April 7, 2016, Plaintiff Adrian Gamboa ("Plaintiff"), individually and on  
8 behalf of all other similarly situated current and former non-exempt employees of PAFCO  
9 Holdings, Inc. and Pacific American Fish Co., Inc. ("Defendants") and Kamran Staffing,  
10 Inc., filed a class action complaint entitled *Adrian Gamboa v. Kamran Staffing, Inc., Inc., et*  
11 *al.*, San Bernardino County Superior Court Case No. CIVDS1605273 (the "Class Action").

12           C.     The "Class Representative" is Plaintiff Adrian Gamboa. The Class  
13 Representative and Defendants are collectively referred to herein as the "Parties" and  
14 individually as a "Party."

15           D.     The Parties enter into this Settlement Agreement on a conditional basis. In the  
16 event the Court does not enter an Order Granting Final Approval or in the event that such  
17 Order Granting Final Approval does not become final for any reason, or in the event that the  
18 Effective Settlement Date, as defined herein, does not occur, this Settlement Agreement will  
19 be deemed null and void *ab initio*, and will be of no force or effect whatsoever, and will not  
20 be referred to or utilized for any purpose whatsoever.

21           E.     Defendants deny all of the Class Representative's claims as to liability and  
22 damages as well as the class action allegations, and does not waive, but rather expressly  
23 reserves, all rights to challenge all such claims and allegations upon all legal, procedural and  
24 factual grounds should this Settlement Agreement not become final. This Settlement  
25 Agreement reflects a compromise reached to end litigation. The signing by Defendants of  
26 this Settlement Agreement will not be deemed to be an admission of any wrongdoing or  
27 unlawful action by Defendants.

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1 F. Based on the documents and information provided by Defendants, and their  
2 own independent investigation and evaluation, Class Counsel are of the opinion that the  
3 settlement with Defendants for the consideration and on the terms set forth in this Settlement  
4 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members  
5 in light of all known facts and circumstances, including the risk of significant delay and  
6 uncertainty associated with litigation, various defenses asserted by Defendants, and  
7 numerous potential appellate issues.

8 The Parties stipulate and agree to the following terms of this Settlement Agreement  
9 with the intent that this Settlement Agreement fully and finally dispose of the Class Action:

10 **DEFINITION OF SETTLEMENT TERMS**

11 **1. Definitions.**

12 **A. "Agreement," "Settlement Agreement," and "Settlement"** means this  
13 Stipulation and Agreement for Class Action Settlement, which the Parties acknowledge sets  
14 forth all material terms and conditions of the settlement between them, and which is subject  
15 to Court approval.

16 **B. "Class Action"** means the Class Action lawsuit herein, generally known as  
17 *Adrian Gamboa v. Kamran Staffing, Inc., Inc., et al.*, San Bernardino County Superior Court  
18 Case No. CIVDS1605273.

19 **C. "Class Counsel"** means Kashif Haque, Samuel A. Wong, Jessica L. Campbell,  
20 and other members of Aegis Law Firm, P.C.

21 **D. "Class List"** means the list of names, last known residential addresses,  
22 employee ID numbers, and social security numbers or tax payer identification numbers of  
23 Class Members for whom Defendants possesses such information at the time the Court's  
24 Order Granting Preliminary Approval was filed or of Class Members who were supplied by  
25 staffing agencies whose contact information is obtained either from the staffing agencies or  
26 the Class Members themselves. The Class List will contain the start and end dates of each  
27 Class Member in a Class Position, in order for the Settlement Administrator to calculate the  
28 accurate number of workweeks to be credited to each Class Member.

1           **E. "Class Member(s)" and "Class"** means all current and former non-exempt  
2 employees who worked for Defendants in California at any time during the Class Period.

3           **F. "Class Notice"** means a notice entitled "Notice of Class Action Settlement,"  
4 in the form substantially similar to that attached hereto as Exhibit A.

5           **G. "Class Period"** means April 7, 2012 through September 16, 2019.

6           **H. "Class Position"** means any of Defendants' current and former non-exempt  
7 employees during the Class Period.

8           **I. "Complaint"** means the First Amended Class Action Complaint, filed on May  
9 6, 2016 in this Class Action.

10          **J. "Court"** means the San Bernardino County Superior Court.

11          **K. "Defendants"** mean PAFCO Holdings. Inc. and Pacific American Fish Co.,  
12 Inc.

13          **L. "Effective Settlement Date"** means the later of the following: (a) if no one  
14 objects to the Settlement, then the Effective Settlement Date shall be the date the Court files  
15 the Order Granting Final Approval and Judgment; (b) if someone objects to the Settlement,  
16 then all of Defendants' obligations under this Agreement shall be stayed until the time for  
17 seeking an appeal, review or writ from the Judgment has passed (60 days from the Order  
18 Granting Final Approval and Judgment), which date shall then be the Effective Settlement  
19 Date; or (c) if an appeal, review or writ from the Judgment is sought, the Effective Settlement  
20 Date shall be the day the Judgment is affirmed or the appeal, review or writ is dismissed or  
21 denied, and the Judgment is no longer subject to further appellate challenges or procedures.

22          **M. "Enhancement" or "Service Award"** means the portion of the Gross  
23 Settlement Amount awarded by the Court and paid to the Class Representative for his service  
24 in connection with being the Class Representative.

25          **N. "Final Fairness Hearing"** means a hearing set by the Court, pursuant to class  
26 action procedures and requirements, for the purpose of determining the fairness, adequacy,  
27 and reasonableness of this Settlement.

28          **O. "Gross Settlement Amount" or "Common Fund"** means the amount of

1 Three Million Dollars and Zero Cents (\$3,000,000.00). The Gross Settlement Amount is an  
2 all-inclusive amount, including Individual Settlement Payments to all Participating Class  
3 Members, any Enhancement to the Class Representative as awarded by the Court, Settlement  
4 Administrator Costs as approved by the Court, attorneys' fees and costs to Class Counsel  
5 related to the Class Action as awarded by the Court, and standard employer payroll tax  
6 burdens on such sums paid out as wages under this Settlement Agreement (e.g., FICA,  
7 FUTA, SUTA, SDI, ETT, etc.). This Settlement is a cash settlement. This Settlement is not  
8 a claims-made settlement. No portion of the Gross Settlement Amount will be retained by,  
9 or revert to, Defendant.

10 **P. "Individual Settlement Payment"** means the gross amount to be paid to each  
11 Class Member who does not timely opt out of this Settlement.

12 **Q. "Net Settlement Amount"** means the portion of the Gross Settlement Amount  
13 allocated for payment of Individual Settlement Payments to Class Members, and the  
14 employer's share of payroll tax burdens associated with those payments. The amount of the  
15 Net Settlement Amount shall be the Gross Settlement Amount less any Enhancement to the  
16 Class Representative as awarded by the Court, Settlement Administrator Costs as approved  
17 by the Court, and attorneys' fees and costs to Class Counsel related to the Class Action as  
18 awarded by the Court.

19 **R. "Notice Packet"** means a mailing from the Settlement Administrator to Class  
20 Members which contains the Class Notice and the Notice of Estimated Individual Settlement  
21 Payment.

22 **S. "Notice of Class Action" and "Class Notice"** means a notice entitled "Notice  
23 of Class Action Settlement," in the form substantially similar to that attached hereto as  
24 Exhibit A.

25 **T. "Notice of Estimated Individual Settlement Payment"** means a notice  
26 entitled "Notice of Estimated Individual Settlement Payment," in the form substantially  
27 similar to that attached hereto as Exhibit B.

28 **U. "Objection/Exclusion Deadline"** is forty-five (45) days after the date the

1 Notice Packet is first mailed (or re-mailed) by the Settlement Administrator to the Class  
2 Member.

3 **V. "Objection" or "Objection to Settlement"** means a document sent by a Class  
4 Member to the Settlement Administrator which contains the Class Member's name, address,  
5 last four (4) digits of their social security number or tax payer identification number, the  
6 basis for their objection to the Settlement, and the Class Member's signature.

7 **W. "Order Granting Final Approval"** means an order executed and filed by the  
8 Court granting final approval to the Settlement and entering judgment thereon. Said Order  
9 Granting Final Approval will be in the form substantially similar to that attached hereto as  
10 Exhibit E.

11 **X. "Order Granting Preliminary Approval"** means an order executed and filed  
12 by the Court granting preliminary approval to the Settlement. Said Order Granting  
13 Preliminary Approval will be in the form substantially similar to that attached hereto as  
14 Exhibit D.

15 **Y. "Participating Class Member"** means any Class Member who does not  
16 timely submit a Request for Exclusion, as provided in Section 21 of this Agreement.

17 **Z. "Preliminary Approval Date"** means the date on which the Court files its  
18 signed Order Granting Preliminary Approval.

19 **AA. "Released Claims"** means all known and unknown claims, statutory penalties,  
20 damages, losses, debts, liquidated damages, demands, obligations, costs, expenses,  
21 attorneys' fees, interest, actions or causes of action, contingent or accrued, which were made  
22 or which could have been made based on the facts pled, in favor of Defendants Pacific  
23 American Fish Co., Inc. and PAFCO Holdings, Inc. (the "PAFCO Defendants") and its  
24 officers, directors, and employees, and staffing companies to the extent they supplied  
25 employees to the PAFCO Defendants from April 7, 2012 through September 16, 2019,  
26 including claims for unpaid wages, minimum wages, overtime, double-time, failure to  
27 provide timely and adequate meal periods, failure to pay meal period premiums, failure to  
28 provide timely and adequate rest periods, failure to pay rest period premiums, failure to

1 record meal periods, failure to pay reporting time wages, failure to timely pay all wages due  
2 at the separation of employment, including claims for violation of the California Labor Code  
3 §§ 201-203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198 thereof), claims arising  
4 from the same facts for violation of provisions of the California Code of Regulations, the  
5 California Industrial Welfare Commission Wage Orders, the General Minimum Wage  
6 Order, and Business & Professions Code §§ 17200 *et seq.*, which the Class and/or any Class  
7 Member has ever had, or hereafter may claim to have, for the Class Period.

8 **BB. "Released Parties"** means Defendants, each of their affiliates, parents and  
9 subsidiaries and all of their and Defendants' predecessors, successors, assigns, owners,  
10 shareholders, officers, directors, employees, agents, and attorneys.

11 **CC. "Request for Exclusion" or "Exclusion Request Form"** means a Class  
12 Member's completed Request for Exclusion form, as described below in Section 19.

13 **DD. "Settlement Administrator"** means Phoenix Settlement Administrators.

14 **EE. "Settlement Administrator Costs"** means the costs of the Settlement  
15 Administrator to administer this Settlement.

16 **SETTLEMENT AMOUNT**

17 **2. Settlement Chart.**

18 The following settlement chart is intended solely for the convenience of the Court:  
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| <b><u>Settlement Fund Allocation</u></b>                                  |  |
|---|--|
| Gross Settlement Amount (Maximum Settlement Amount)                       | \$3,000,000.00   |
| Net Settlement Amount (Payments to the Class & Payroll Taxes) (Estimated) | \$1,700,000  |
| Enhancement to Class Representative (As Awarded by the Court)             | \$25,000   |
| Attorneys' Fees And Estimated Costs (As Awarded by the Court)             | Up To \$1,200,000 (Attorneys' Fees)<br>\$65,000 (Est. Costs) |
| Estimated Settlement Administrator Costs (As Awarded by the Court)        | \$40,000   |

**3. Resolution of Class Action.**

Subject to the terms and conditions set forth in this Agreement and approval of the Court, this Settlement shall resolve, settle, and compromise the Released Claims. Upon the occurrence of the Effective Settlement Date, and after all conditions precedent have occurred as set forth in this Agreement, the Settlement Administrator will cause to be made all disbursements required by this Settlement Agreement in accordance with its terms.

**4. The Gross Settlement Amount.**

On a non-reversionary-basis, Defendants have agreed to pay Three Million Dollars and Zero Cents (\$3000,000.00) as the Gross Settlement Amount. The amount paid by Defendants under this Settlement shall not exceed this amount. In no event shall any part of the Gross Settlement Amount revert to Defendants.

**5. Net Settlement Amount (Amounts Paid to Participating Class Members).**

A. The Net Settlement Amount is expected to be approximately One Million and Seven Hundred Thousand Dollars (\$1,700,000.00).

B. Subject to the conditions of this Agreement, each Participating Class Member shall be entitled to an Individual Settlement Payment. Individual Settlement Payments shall



1 not count as earnings or compensation with respect to any benefit plans (e.g., 401(k) plan,  
2 retirement plan, etc.) available to Defendants' employees.

3 C. Individual Settlement Payments will be paid from the Net Settlement Amount  
4 to Participating Class Members *pro rata* based on the number of workweeks credited to the  
5 Participating Class Member during the Class Period.

6 D. Example: If Participating Class Member A is credited with 1,000 workweeks,  
7 and all Participating Class Members are credited with a combined total of 100,000  
8 workweeks, then Participating Class Member A's Individual Settlement Payment would be  
9 calculated as follows:

10 i.  $1,000 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total}$   
11  $\text{weeks worked for all Participating Class Members} = 1.0\%$ .

12 ii. Participating Class Member A is entitled to a gross Individual  
13 Settlement Payment that is 1.0% of the Net Settlement Amount,  
14 estimated to be  $(0.01 \times \$1,700,000) = \$17,000$  [gross amount]. This  
15 gross amount is subject to deduction for employee taxes and employer  
16 payroll taxes on the portion of the Individual Settlement Payment paid  
17 out as wages.

18 E. The Individual Settlement Payment for each Participating Class Member  
19 reflects negotiated amounts for payments for alleged unpaid wages, meal periods, rest  
20 periods, wage statement violations, waiting time and other statutory penalties and liquidated  
21 damages, and all other claims as described more fully above as Released Claims.

22 F. For purposes of calculating Individual Settlement Payments, each  
23 Participating Class Member will be credited with the total workweeks worked by the  
24 individual Class Member in a Class Position during the Class Period, as determined by their  
25 start and end dates in a Class Position during the Class Period, with deductions for leaves of  
26 absence that exceed two consecutive weeks off. Defendants' records shall be presumptively  
27 correct for determining the number of weeks worked for each Participating Class Member  
28 in a Class Position during the Class Period.

1 G. The Settlement Administrator will issue to each Participating Class Member a  
2 Form W-2 and a Form 1099 for each Individual Settlement Payment, reflecting all  
3 deductions and withholdings as required by law. Each Individual Settlement Payment will  
4 be allocated 35% to wages (Form W-2) and 65% to interest and penalties (Form 1099).

5 H. Individual Settlement Payment checks will be void after 180 days from the  
6 date of issuance. This Settlement is a non-reversionary cash settlement. Thus, any  
7 unclaimed/uncashed Individual Settlement Payment checks will not revert back to  
8 Defendants, but instead will be distributed in accordance with § 384 of the California Code  
9 of Civil Procedure.

10 **6. Enhancement to Class Representative.**

11 A. Through the Motion for Final Approval, Class Counsel will request an award  
12 of an individual Enhancement -- also referred to as a Service Award -- to the Class  
13 Representative in the amount of \$25,000. The Enhancement is to compensate the Class  
14 Representative for his service and risk in connection with being a Class Representative.

15 B. Any Enhancement awarded by the Court will not be treated as wages. The  
16 Class Representative will receive an individual Form 1099 relating to such payment. The  
17 Class Representative will be solely liable for and pay any and all taxes, costs, interest,  
18 assessments, penalties, or damages by reason of payment of his individual Enhancement.  
19 The Enhancement will not count as earnings or compensation for purposes of any benefit  
20 plans (e.g., 401(k) plan, retirement plan, etc.) sponsored by Defendant.

21 C. Defendants and their counsel will not object to a request for approval of such  
22 Enhancement, provided the requested Enhancement does not exceed \$25,000. Any portion  
23 of the Enhancement not approved by the Court will be included in the Net Settlement  
24 Amount and distributed to Participating Class Members.

25 D. The Enhancement is in addition to the Individual Settlement Payment  
26 allocated to the Class Representative under this Settlement. The Class Representative agrees  
27 that he will not opt out of, or object to, the Settlement.  
28

1 E. By operation of the Order Granting Final Approval, the Class Representative  
2 will be deemed to have generally released all claims against the Released Parties, including  
3 any and all obligations, debts, claims, liabilities, demands, and causes of action of every  
4 kind, nature and description whatsoever, known or unknown, suspected or claimed, which  
5 he ever had, now has, or may hereafter acquire, from the beginning of time until the date  
6 Plaintiff executes this Agreement. This general release includes a Civil Code § 1542 waiver.

7 **7. Class Counsel's Attorneys' Fees and Costs.**

8 A. Through the Motion for Final Approval, Class Counsel will request an award  
9 of attorneys' fees and costs in an amount not to exceed forty percent (40%) of the Gross  
10 Settlement Amount for attorneys' fees (\$1,200,000) and an amount for costs incurred. Such  
11 application will be set for hearing concurrently with the Motion for Final Approval.

12 B. Defendants and their counsel will not object to Class Counsel's application for  
13 an award of attorneys' fees and costs. Any attorneys' fees/costs amount not approved by  
14 the Court will be included in the Net Settlement Amount and distributed to Participating  
15 Class Members.

16 **8. Costs of Settlement Administration.**

17 The Settlement Administrator Costs from the Gross Settlement Amount.

18 **RELEASE BY PARTICIPATING CLASS MEMBERS**

19 **9. Terms of Release.**

20 In exchange for the consideration recited in this Settlement Agreement, and by  
21 operation of the Order Granting Final Approval, all Participating Class Members, on behalf  
22 of themselves and on behalf of their current, former, and future heirs, executors,  
23 administrators, attorneys, agents, and assigns, will and hereby do forever release, waive,  
24 acquit and discharge the Released Parties from the Released Claims.

25 **10. Subsequent Actions.**

26 The Participating Class Members are deemed by operation of the Order Granting  
27 Final Approval to have agreed not to sue or otherwise make a claim against any of the  
28 Released Parties for any Released Claims.

1 **11. California Labor Code Section 206.5.**

2 With respect to the Released Claims, and in consideration of Defendants' payment of  
3 the sums provided herein, each and every Participating Class Member will be deemed to  
4 have also acknowledged and agreed that California Labor Code section 206.5 is not  
5 applicable to the Parties hereto or any Participating Class Member because there is a good  
6 faith dispute as to whether any wages are due to any Participating Class Member. Section  
7 206.5 provides, in pertinent part, as follows: "An employer shall not require the execution  
8 of a release of claim or right on account of wages due, or to become due, or made as an  
9 advance on wages to be earned, unless payment of those wages has been made."

10 **CONDITIONAL CLASS CERTIFICATION**

11 **12. Certification for Settlement Purposes Only.**

12 A. As part of this Agreement and for purposes of settlement only, the Parties  
13 stipulate to the certification of the Class Action.

14 B. Should, for whatever reason, the Settlement not become final, the fact that the  
15 Parties stipulate and agree to the certification as part of the Settlement will have no bearing  
16 on, and will not be admissible in connection with, the issue of whether a class should be  
17 certified in a non-settlement context in this action, and will have no bearing on, and will not  
18 be admissible in connection with, the issue of whether a class should be certified in any other  
19 lawsuit. Defendants expressly reserve their rights to seek decertification of the class should  
20 this Settlement not become final.

21 **13. Parties' Contentions.**

22 In entering into this Agreement, Defendants deny any liability or wrongdoing of any  
23 kind associated with the claims alleged in the Action, and further denies that this Action is  
24 appropriate for class or representative treatment. Defendants contend, among other things,  
25 that it has complied with the California Labor Code, the applicable IWC Wage Orders, and  
26 the California Business and Professions Code.

27  
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1 In entering into this Agreement, Plaintiff believes that he has filed a meritorious  
2 action, that class certification is appropriate, and that the claims can be manageably  
3 maintained on a class basis.

4 **14. Settlement is Fair, Reasonable, and Adequate.**

5 Plaintiff and his counsel are of the opinion that the terms set forth in this Agreement  
6 are fair, reasonable, and adequate and this Agreement is in the best interest of the Class  
7 Members in light of all known facts and circumstances, including the risk of significant  
8 delay, defenses asserted by Defendants, numerous potential appellate issues, and  
9 Defendants' financial status. Defendants and their counsel also agree that this Agreement  
10 is fair and in the best interests of the Class.

11 **SETTLEMENT APPROVAL, CLAIMS, AND PAYMENT PROCEDURES**

12 **15. Request for Preliminary and Final Approval.**

13 The Parties will cooperate fully in requesting preliminary and final approval of this  
14 Settlement Agreement by the Court, including a determination by the Court that this  
15 Settlement is fair, reasonable, and adequate. The Parties will also cooperate fully in  
16 promptly requesting that, as provided for in this Settlement Agreement, the Court approve  
17 the proposed forms of notices, orders, and other documents necessary to implement this  
18 Settlement. Should the Court require or suggest edits to any documents in the Notice Packet,  
19 the proposed Order Granting Preliminary Approval, or the proposed Order Granting Final  
20 Approval, the Parties will work cooperatively to edit the document(s) accordingly and obtain  
21 the Court's approval.

22 **16. Class List to Be Provided by Defendants to the Settlement Administrator.**

23 A. Defendants will ask the staffing companies to produce contact information for  
24 all class members the staffing company supplied to PAFCO, and will cooperate with  
25 Plaintiff's counsel to obtain the contact information from the staffing companies.  
26 Notwithstanding the foregoing, the burden shall be on Plaintiff's counsel to obtain the  
27 contact information from the staffing companies. Defendants will provide a Class List to  
28 the Settlement Administrator within ten (10) calendar days after the Court files its signed

1 Order Granting Preliminary Approval, which will identify, to the extent known to  
2 Defendants, each Class Member, his or her social security number or tax payer identification  
3 number, and last known home address. The Class List will also contain, the extent possible,  
4 the start and end dates of each Class Member in a Class Position, in order for the Settlement  
5 Administrator to calculate the accurate number of workweeks to be credited to each Class  
6 Member for purposes of the Individual Settlement Payments. Within the same time period,  
7 to the extent possible, Defendants will provide a Class List to Class Counsel which will  
8 identify Class Members solely by their employee ID number and contain their workweek  
9 information.

10 B. The Class List, and any other data provided by Defendants to the Settlement  
11 Administrator, shall be treated as confidential and shall not be used by the Settlement  
12 Administrator or Class Counsel for any purpose other than as explicitly permitted by this  
13 Agreement. Further, the Settlement Administrator shall use commercially reasonable efforts  
14 to secure the data provided by Defendants at all times so as to avoid inadvertent or  
15 unauthorized disclosure or use of such data other than as permitted by this Agreement. At  
16 no time during the Settlement process will any Class Member's address or full social security  
17 number or tax payer identification number be filed with the Court, except under seal as may  
18 be ordered by the Court. The Settlement Administrator shall ensure that the Class Notice  
19 and any other communications to Class Members shall not include the Class Members'  
20 social security number or tax payer identification number, except for the last four digits.  
21 Class Members may, however, be required to submit a Form W-4 or W-9 as required by the  
22 Settlement Administrator for tax reporting purposes.

23 **17. Notice of Class Action Settlement.**

24 A. Within seven (7) calendar days after the Settlement Administrator receives the  
25 Class List from Defendants, the Settlement Administrator will first update all addresses  
26 using the National Change of Address System (NCOA) and then mail to all Class Members,  
27 via first-class United States Mail, the following documents: (a) the Notice of Class Action,  
28 Exhibit A; and (b) the Notice of Estimated Individual Settlement Payment, Exhibit B;

1 (collectively, the "Notice Packet"). The envelope in which the Notice Packet is mailed will  
2 clearly state that it concerns a class action and the recipient could be entitled to a cash  
3 payment.

4 B. Because the parties anticipate they may be unable to obtain contact  
5 information for some Class Members who were supplied to Defendants by staffing agencies,  
6 an advertisement will be run in a newspaper with distribution in Los Angeles County weekly  
7 during the 45-day Notice Period days advising potential Class Members of the existence of  
8 the Settlement and providing a website address Class Members can use to join the Settlement  
9 by providing their name, phone number, address, and last four digits of their social security  
10 number or tax payer identification number.

11 C. In the event of returned or non-deliverable Notice Packets, the Settlement  
12 Administrator will make reasonable efforts to locate Class Members through skip-tracing  
13 services offered by publicly-available databases and will re-send the Notice Packets to the  
14 best available address after performing the skip-tracing. It will be conclusively presumed  
15 that a Class Member's Notice Packet was received if the Notice Packet has not been returned  
16 within forty-five (45) days of the original mailing (or re-mailing) of the Notice Packet to the  
17 Class Member.

18 D. In the event the procedures set forth herein are followed and the intended  
19 recipient of a Notice Packet still does not receive the Notice Packet, the intended recipient  
20 will be a Participating Class Member and will be bound by all terms of this Settlement and  
21 the Order Granting Final Approval entered by the Court. However, the Individual  
22 Settlement Payment will not be mailed to the Participating Class Member's last known  
23 address if the Settlement Administrator is unable to locate a valid address for a Participating  
24 Class Member through NCOA, skip trace, and any other reasonable means, rather, their  
25 Individual Settlement Payment will be added to the Net Settlement Amount for  
26 redistribution to the remaining Participating Class Members for whom the Settlement  
27 Administrator has valid addresses.

28

1 E. Each Class Member will have forty-five (45) days from the date the Notice  
2 Packet is mailed (or re-mailed) to deliver a dispute, opt-out, and/or object to the Settlement.  
3 The procedures regarding disputes, opting out, and objecting to the Settlement are set forth  
4 below.

5 **18. Dispute Procedures -- Resolution Regarding Weeks of Employment.**

6 A. Each Class Member will receive a Notice of Estimated Individual Settlement  
7 Payment, Exhibit B, which will specify the weeks worked for that Class Member for which  
8 he or she is being credited for purposes of this Settlement.

9 B. Class Members will be entitled to dispute their number of weeks worked  
10 and/or their employment status as reported on their Notice of Estimated Individual  
11 Settlement Payment. A space will be provided on the Notice of Estimated Individual  
12 Settlement Payment for Class Members to raise such disputes. For a Class Member's dispute  
13 to be considered, the Class Member must fully complete the Notice of Estimated Individual  
14 Settlement Payment and timely return it to the Settlement Administrator. To fully complete  
15 the Notice of Estimated Individual Settlement Payment, the Class Member must: (a) specify  
16 their dates of employment, their claimed number of weeks worked, and work location in the  
17 space provided; (b) print their name, address, and last four digits of their social security  
18 number or tax payer identification number in the space provided; and (c) date and sign it.

19 C. Class Members will have no more than forty-five (45) days after the date when  
20 the Notice Packet was mailed (or re-mailed) by the Settlement Administrator to mail to the  
21 Settlement Administrator a dispute concerning their weeks worked and/or employment  
22 status during the Class Period, with any supporting evidence the Class Member may have.  
23 The date of the postmark on the return mailing envelope shall be the exclusive means used  
24 to determine whether a dispute has been timely submitted to the Settlement Administrator.

25 D. Within seven (7) calendar days of receiving a dispute concerning a Class  
26 Member's weeks worked and/or employment status, the Settlement Administrator shall  
27 review all information and documents (if any) received from the Class Member in support  
28 of the Class Member's dispute, and within seven (7) calendar days of receiving that



1 information the Settlement Administrator shall inform Class Counsel and Defendants'  
2 counsel of its decision as to whether it accepts or rejects the dispute. Class Counsel and  
3 Defendants' counsel stipulate to timely and effectively cooperate to resolve any  
4 disagreements regarding disputed weeks worked or the Settlement Administrator's inquiries.  
5 In the event Class Counsel and Defendants' counsel are not able to reach agreement  
6 regarding a dispute, either party may request that the Court make a final decision.

7 E. Within seven (7) calendar days of the Settlement Administrator's decision, the  
8 Settlement Administrator will provide a written explanation entitled "Notice Regarding  
9 Disputed Weeks Worked" to the Class Member who disputed his or her weeks worked  
10 and/or employment status. The Notice Regarding Disputed weeks worked will inform the  
11 Class Member of any change to his or her weeks worked. The Class Member shall have  
12 fourteen (14) calendar days after the date the Notice Regarding Disputed Weeks Worked is  
13 postmarked to complete and mail an Exclusion Request Form to the Settlement  
14 Administrator (pursuant to the opt-out steps set forth below). If, within that fourteen (14)  
15 day time period, the Class Member does not mail a valid Exclusion Request Form to the  
16 Settlement Administrator, the Class Member shall be deemed a Participating Class Member  
17 and will be paid in accordance with the Class Member's weeks worked as noted on the  
18 Notice Regarding Disputed Weeks Worked.

19 F. Upon resolution by Defendants' counsel and Class Counsel of all disputes  
20 regarding weeks worked, the Settlement Administrator will prepare and circulate to all  
21 counsel an updated Class List. Any changes to a Class Member's weeks worked will be  
22 reflected in the total weeks worked for the entire Class on the updated Class List. For  
23 example, if Class Member A successfully disputes his weeks worked and his weeks worked  
24 is consequently increased by two weeks, the total weeks worked for the entire Class will  
25 also be increased by two weeks for purposes of calculating Individual Settlement Payments.

26 G. Defendants' estimate of the number of workdays of the settlement class during  
27 the Class Period, 300,000 +/- 15%, is a material term of the Settlement.  
28

1 **19. Opt-Out Procedures -- Requests for Exclusion.**

2 A. The Class Notice will notify all Class Members of their right to opt out of the  
3 Settlement.

4 B. Any Class Member (other than the Class Representative) who wishes to be  
5 excluded (*i.e.*, to opt out) from the Settlement must submit a completed Exclusion Request  
6 Form to the Settlement Administrator on or before the Objection/Exclusion Deadline. To  
7 be valid, the Exclusion Request Form must: (a) reference the name, address, and telephone  
8 number of the person requesting exclusion; (b) be dated and signed by the person requesting  
9 exclusion; (c) include the last 4 digits of their social security number or tax payer  
10 identification number; and (d) be postmarked no later than the Objection/Exclusion  
11 Deadline. The date of the postmark on the return mailing envelope shall be the exclusive  
12 means used to determine whether an Exclusion Request Form has been timely submitted.  
13 The Objection/Exclusion Deadline date shall be forty-five (45) days after the date the Notice  
14 Packet is first mailed (or re-mailed) by the Settlement Administrator to the Class Member.

15 C. Any Class Member who mails a valid and timely Exclusion Request Form  
16 will, upon receipt thereof by the Settlement Administrator, no longer be a Participating Class  
17 Member, and will receive no benefit from this Settlement, and none of his or her claims,  
18 causes of action or rights will be released by virtue of this Settlement Agreement. Any  
19 Individual Settlement Payment that would have been paid to a Class Member but for that  
20 Class Member opting out of the Settlement will be included in the Net Settlement Amount  
21 and distributed to the Participating Class Members.

22 D. Failure to timely submit a completed Exclusion Request Form will result in a  
23 Class Member being conclusively deemed a Participating Class Member fully bound by the  
24 terms of the Settlement.

25 E. If a Class Member submits a timely dispute concerning his or her weeks  
26 worked and/or employment status as reflected on his or her Notice of Estimated Individual  
27 Settlement Payment and submits a timely Exclusion Request Form, the Exclusion Request  
28 Form will be invalid (unless postmarked later than the date the Class Member submits his

1 or her dispute on the Notice of Estimated Individual Settlement Payment) and such Class  
2 Member will be considered a Participating Class Member.

3 **20. Objection Procedures -- Objections to the Settlement.**

4 A. The Class Notice will provide that Class Members who wish to object to the  
5 Settlement must mail to the Settlement Administrator a written Objection.

6 B. To be valid, such Objection must be mailed to the Settlement Administrator  
7 no later than forty-five (45) days after the date the Notice Packet is first mailed (or re-mailed)  
8 by the Settlement Administrator to that Class Member. To be valid, the Objection must  
9 include the Class Member's name, address, last four (4) digits of their social security number  
10 or tax payer identification number, the basis for their objection to the Settlement, and their  
11 signature. The date of the postmark on the return mailing envelope shall be the exclusive  
12 means used to determine whether an Objection has been timely submitted. The Settlement  
13 Administrator will promptly forward by e-mail any such Objection to the Parties' respective  
14 counsel. Class Counsel will lodge a copy of the Objections, if any, with the Court. Unless  
15 otherwise allowed by the Court in its discretion, no Class Member will be entitled to be  
16 heard at the Final Fairness Hearing (whether individually or through separate counsel) or to  
17 object to the Settlement, and no written objection or briefs submitted by any Class Member  
18 will be received or considered by the Court at the Final Fairness Hearing unless, no later  
19 than forty-five (45) days after the date the Notice Packet was first mailed (or re-mailed) to  
20 that Class Member, the Class Member mails to the Settlement Administrator an Objection  
21 as set forth above. Unless otherwise ordered by the Court in its discretion, any Class  
22 Member who fails to timely mail an Objection to the Settlement Administrator will be  
23 deemed to have waived any objection and will be foreclosed from making any objection  
24 (whether by appeal or otherwise) to the Settlement.

25 **21. Verification of Dissemination of Notice of Class Action.**

26 The Settlement Administrator will verify, in writing, that the Notice Packets have  
27 been disseminated in accordance with the Court's Order Granting Preliminary Approval,  
28 and will provide such verification to Class Counsel and Defendants' counsel no later than

1 twenty (20) court days prior to the date of the Final Fairness Hearing. The Settlement  
2 Administrator will provide that verification in the form of a declaration, which shall also  
3 include, as an attachment, any timely Objections received by the Settlement Administrator.

4 **22. Reporting.**

5 The Settlement Administrator will provide written notice to Class Counsel and  
6 Defendants' counsel of all disputes concerning weeks worked, Requests for Exclusion, and  
7 Objections it receives, within three (3) calendar days of receiving such items.

8 **23. No Encouraging Class Members Not to Participate.**

9 No Party will directly or indirectly, through any person or entity, encourage any Class  
10 Member not to participate in this Settlement.

11 **24. Final Fairness Hearing.**

12 On the date set forth in the Notice of Class Action (or as continued by the Court in  
13 its discretion), a Final Fairness Hearing will be held before the Court in order to: (1) review  
14 this Settlement Agreement and determine whether the Court should give it final approval;  
15 and (2) consider any timely objections to the Settlement and all responses by the Parties to  
16 such objections. At the Final Fairness Hearing, the Parties will ask the Court to approve the  
17 Settlement Agreement and to enter judgment accordingly.

18 **25. Listing of Individual Settlement Amounts.**

19 Within seven (7) calendar days after the Court files the Order Granting Final  
20 Approval, the Settlement Administrator will provide to Class Counsel and Defendants'  
21 counsel a Proceeds List showing the Individual Settlement Payment for each Participating  
22 Class Member, identified by the applicable employee or other identification number, who  
23 will receive settlement proceeds ("Proceeds List"). The Proceeds List will include a  
24 calculation of all employer payroll taxes and obligations.

25 **26. Funding Date.**

26 Following the Court's execution of the Order Granting Final Approval, this  
27 Settlement shall be funded within ten (10) calendar days of the Effective Settlement Date.  
28

1 **27. Payment Date.**

2 A. The disbursements required under this Settlement shall occur within seven (7)  
3 calendar days of the Funding Date.

4 **28. Individual Settlement Payment – Check Cashing/Endorsing Deadlines.**

5 A. The checks for all Individual Settlement Payments will indicate on their face  
6 that they are void if not negotiated within one hundred and eighty (180) days of their  
7 issuance. In the event a settlement check is returned to the Settlement Administrator with a  
8 forwarding address, the settlement check will be forwarded to the forwarding address. In  
9 the event a settlement check is returned to the Settlement Administrator without a forwarding  
10 address or is otherwise undeliverable, the Settlement Administrator will use reasonable  
11 efforts to search for a better address and re-mail the returned check, if possible. If the search  
12 does not provide a better address, or if the settlement check is ultimately returned without a  
13 forwarding address, neither Defendants, Class Counsel nor the Settlement Administrator  
14 shall be required to take further action to achieve delivery of the check to the Class Member.  
15 If within that 180-day period the Participating Class Member contacts the Settlement  
16 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be  
17 reissued and mailed to the address the Participating Class Member (or Class Counsel)  
18 provides. Any such reissued settlement checks will indicate on their face that they are void  
19 if not negotiated within one hundred and eighty (180) days of their issuance.

20 B. Any uncashed portion of the Net Settlement Amount allocated to pay  
21 Participating Class Members shall be distributed in accordance with Code of Civil Procedure  
22 § 384. After the Order Granting Final Approval is filed, and after the time for cashing  
23 Individual Settlement Payments has passed, the Settlement Administrator shall provide the  
24 Parties with a list of uncashed Individual Settlement Payments (if any), which shall specify  
25 the Participating Class Member's employee ID number, the corresponding amount of their  
26 uncashed Individual Settlement Payment, and the interest accrued thereon (if any). This list  
27 shall be provided, in declaration form, no later than fifteen (15) days from the Parties'  
28 request for the same. Thereafter, the Parties shall work cooperatively to prepare an amended

1 Judgment, and once approved by all Parties, the amended Judgment shall be submitted to  
2 the Court for its approval in accordance with Code of Civil Procedure § 384. The Parties  
3 intend to propose Legal Aid at Work as the *cy pres* recipient required by Code of Civil  
4 Procedure § 384. The Parties agree that the Court can modify or alter this paragraph,  
5 including the *cy pres* recipient, and that such changes are not material and do not require re-  
6 execution of the Settlement.

7 **29. Deadlines.**

8 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State Court  
9 holiday, the deadline will be automatically extended to the next regular business day. Unless  
10 otherwise specified herein, all references to "days" shall mean calendar days.

11 **CONTINUING JURISDICTION OF THE COURT**

12 **30. Continuing Jurisdiction.**

13 Pursuant to California Rules of Court, Rules 3.769 and 3.771, this Settlement  
14 Agreement will be subject to approval by the Court and will be enforceable by the Court  
15 pursuant to California Code of Civil Procedure section 664.6. Even after the Order Granting  
16 Final Approval and notwithstanding it, the Court will have and retain continuing jurisdiction  
17 over the Class Action and over all Parties and Participating Class Members, to the fullest  
18 extent necessary or convenient to enforce and effectuate the terms and intent of this  
19 Settlement Agreement and all matters provided for in it, and to interpret it.

20 **MUTUAL COOPERATION**

21 **31. Cooperation Obligations.**

22 The Parties will fully cooperate with each other to accomplish the terms of this  
23 Settlement Agreement, including, but not limited to, providing additional evidence,  
24 executing additional documents, and/or taking such other action as may be reasonably  
25 necessary or convenient to implement it. Defendants will provide cooperation in the event  
26 the Court requires information and/or documentation regarding the financial status of  
27 Defendant.

## NON-ADMISSION SETTLEMENT

### 32. No Admissions.

Nothing in this Settlement Agreement will constitute or be considered an admission by or on behalf of Defendants, or any of the Released Parties, of any wrongdoing or liability or of the accuracy of any allegation made in connection with this Class Action.

## WITHDRAWAL, NULLIFICATION OR INVALIDATION

### 33. Withdrawal.

A. If prior to the Final Fairness Hearing, persons who otherwise would be members of the Class have filed timely requests to opt out as outlined herein, and if such persons in the aggregate amount to a number greater than five percent (5%) of the total number of Class Members, Defendants, in their sole and absolute discretion, may terminate this Settlement.

B. Defendants agree that they will not encourage opt outs or communicate negatively about the Settlement to Class Members.

C. Defendants will provide notice of any such withdrawal in writing to Class Counsel at least twenty (20) court days prior to the date set for the Final Fairness Hearing. In the event Defendants elect to so withdraw, they will not be responsible for paying any settlement amounts, enhancements, attorneys' fees or costs. Defendants, however, will be solely responsible for the Settlement Administrator Costs incurred as of the date of withdrawal and the cost of sending notice of the withdrawal to the Class Members. In the event Defendants elect to withdraw pursuant to this Section, this Settlement Agreement will be considered null and void and neither this Settlement Agreement nor any of the related negotiations or proceedings will be of any force or effect and shall be inadmissible in any forum or jurisdiction.

### 34. Nullification.

If despite diligent efforts: (1) the Court refuses to enter an Order Granting Final Approval or (2) the Court's Order Granting Final Approval is reversed, then: (a) this Settlement Agreement will be considered null and void; (b) neither this Settlement

1 Agreement nor any of the related negotiations or proceedings will be of any force or effect;  
2 and (c) Defendants and Class Counsel shall each be responsible for half of any Settlement  
3 Administrator Costs.

4 **35. Invalidation.**

5 Invalidation of any material term of this Settlement Agreement will invalidate this  
6 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining  
7 provisions will remain in full force and effect. Before declaring any provision of this  
8 Agreement invalid, however, the Court shall first attempt to construe the provision in a valid  
9 manner to the fullest extent possible consistent with applicable precedents.

10 **36. Appeal from Order of Final Judgment and Order of Dismissal.**

11 In the event of a timely appeal from the Order Granting Final Approval, the Order  
12 Granting Final Approval will be stayed and the Individual Settlement Payments and any  
13 other payments required hereunder by Defendants will not be paid pending the completion  
14 and final resolution of the appeal, and any payment thereafter will: (1) occur only if the  
15 Order Granting Final Approval is upheld after all appeals; and (2) be in a manner that is  
16 provided for in this Settlement Agreement and in the Order Granting Final Approval.

17 **GENERAL PROVISIONS**

18 **37. Confidentiality.**

19 The terms of the settlement shall remain confidential through preliminary approval,  
20 with no press releases or other public disclosures by any party. Neither the Class  
21 Representative nor Class Counsel may disclose this Settlement or the Parties' Settlement  
22 terms to any outside third party (except to the Settlement Administrator) in any manner  
23 until the date of the filing of the Motion for Preliminary Approval.

24 **38. Entire Agreement.**

25 This Settlement Agreement constitutes the entire integrated agreement between the  
26 Parties relating to the Class Action, and no oral representations, warranties or inducements  
27 have been made to any Party concerning this Settlement Agreement other than the  
28 representations, warranties, and covenants contained and memorialized in this Settlement



1 Agreement. This Settlement Agreement supersedes and replaces any prior memorandum of  
2 understanding or memorandum of settlement entered into by the Parties.

3 **39. Authorization to Act.**

4 Class Counsel warrant and represent that they are authorized by the Class  
5 Representative, and counsel of record for Defendants warrant that they are authorized by  
6 Defendants, to take all appropriate action required or permitted to be taken by such Parties  
7 pursuant to this Settlement Agreement to effectuate its terms, and to execute any other  
8 documents required to effectuate the terms of this Settlement Agreement.

9 **40. Modification Only in Writing.**

10 This Settlement Agreement may be amended or modified only by a written  
11 instrument signed by all Parties or their successors in interest. However, Class Counsel and  
12 Defendants' counsel may agree to, and are hereby authorized to, amend or modify the  
13 contents of the Notice Packet, the Proposed Order Granting Preliminary Approval (Exhibit  
14 D), and the Proposed Order Granting Final Approval (Exhibit E), to conform to any edits  
15 requested or recommended by the Court without further signatures of the Parties. Likewise,  
16 following the Order Granting Final Approval, and in the event of unclaimed/uncashed  
17 Individual Settlement Payments, Class Counsel and Defendants' counsel may agree to, and  
18 are hereby authorized to, prepare an Amended Judgment in accordance with Code of Civil  
19 Procedure § 384 without further signatures of the Parties.

20 **41. Binding on Successors.**

21 This Settlement Agreement is binding upon and will inure to the benefit of the Parties  
22 to this Agreement, as well as their respective attorneys, past, present, and future  
23 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,  
24 representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent  
25 corporations, subsidiaries, and related or affiliated entities.

26 **42. No Prior Assignments.**

27 The Participating Class Members will be deemed by operation of the Order Granting  
28 Final Approval to represent, covenant, and warrant that they have not assigned, transferred,

1 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion  
2 of any liability, claim, demand, cause of action or rights herein released and discharged.

3 **43. Governing Law.**

4 All terms of this Settlement Agreement will be governed by and interpreted according  
5 to the laws of the State of California, without giving effect to conflicts of laws principles.

6 **44. Counterparts.**

7 This Settlement Agreement may be executed in one or more counterparts. Signatures  
8 provided electronically (such as via DocuSign), by pdf or by facsimile shall have the same  
9 force and effect as original "wet" signatures. All executed counterparts and each of them  
10 will be deemed to be one and the same instrument. Counsel for the Parties will exchange  
11 among themselves signed counterparts.

12 **45. Headings for Convenience Only.**

13 The descriptive headings of any paragraphs or sections of this Settlement Agreement  
14 are inserted for convenience of reference only and do not constitute a part of this Settlement  
15 Agreement.

16 **46. Construction of this Agreement.**

17 The Parties hereto agree that the terms and conditions of this Settlement Agreement  
18 are the result of arms-length negotiations between the Parties and that this Settlement  
19 Agreement will not be construed in favor of or against any Party by reason of the extent to  
20 which any Party, or his or its counsel, participated in the drafting of this Agreement. Except  
21 as expressly provided herein, this Settlement Agreement has not been executed in reliance  
22 upon any other oral or written representations or terms and no such extrinsic oral or written  
23 representations or terms will modify, vary or contradict the terms of this Settlement  
24 Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize  
25 California Civil Code section 1625 and California Code of Civil Procedure section 1856(a),  
26 which provide that a written agreement is to be construed according to its terms and may not  
27 be varied or contradicted by extrinsic evidence. The Class Representative and Defendants  
28 participated in the negotiation and drafting of this Settlement Agreement and had available

1 to them the advice and assistance of independent counsel. As such, neither the Class  
2 Representative, nor any Participating Class Member, nor Defendants may claim that any  
3 ambiguity in this Settlement Agreement should be construed against the other.

4 **47. Corporate Signatories.**

5 Any person executing this Settlement Agreement or any related document on behalf  
6 of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto  
7 that such person has been duly authorized by such corporation to execute this Settlement  
8 Agreement or any related document.

9 **48. Representation by Counsel.**

10 All of the Parties hereto acknowledge that they have been represented by counsel  
11 throughout all negotiations which preceded the execution of this Settlement Agreement and  
12 that this Agreement has been executed with the consent and advice of counsel.

13 **49. Attorneys' Fees and Costs.**

14 Except as otherwise provided herein, the Parties hereto will bear responsibility for  
15 their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of  
16 this Class Action and will not seek reimbursement thereof from any Party to this Settlement  
17 Agreement. Class Plaintiff and his counsel covenant not to pursue claims for attorneys' fees  
18 and costs, or any class representative Enhancement, for dollar amounts above those stated  
19 or provided for in this Agreement.

20 **50. Disputes.**

21 Any disputes concerning this Agreement shall be submitted to Mediator Paul  
22 Grossman for resolution.

23  
24  
25  
26  
27  
28

1 **51. No Third-Party Beneficiaries:** There are no third-party beneficiaries who are to be  
2 benefited or who may enforce the terms of this Agreement.


3 **52. Acknowledgements:** The Parties each acknowledge and agree that he or it has read  
4 and fully understands the contents of this Agreement, that he or it has been represented by  
5 counsel, and that he or it has had the time and opportunity to receive the advice of counsel  
6 in entering into this settlement and Agreement.

7 **53. Miscellaneous.**

8 The Parties both acknowledge and agree that nothing in this Agreement, nor in any  
9 written communication or disclosure between or among them or their Counsel, is or was  
10 intended to be, nor shall any such communication or disclosure constitute or be construed or  
11 be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31  
12 CFR part 10, as amended).

13  
14 **IT IS SO STIPULATED AND AGREED:**

15  
16 Dated: December 30, 2021

DocuSigned by:  
  
8E9EEE1853C8402

ADRIAN GAMBOA

17  
18  
19 Dated: December 15, 2021



PAFCO HOLDINGS, INC. and PACIFIC AMERICAN  
FISH CO., INC.


20  
21  
22 By: Peter Huh, CEO  
23 Their Authorized Representative

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**APPROVED AS TO FORM:**


Dated: December 30 , 2021

AEGIS LAW FIRM, PC

By:   
\_\_\_\_\_  
JESSICA CAMPBELL  
Attorneys for Plaintiff  
ADRIAN GAMBOA, on behalf of himself  
and all others similarly situated

Dated: December 30 , 2021

NASSIRI & JUNG LLP

By:   
\_\_\_\_\_  
CHARLES H. JUNG  
Attorneys for Defendants  
PAFCO HOLDINGS, INC. and  
PACIFIC AMERICAN FISH CO., INC.

# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

**If you are a current or former non-exempt (meaning hourly) employee directly hired by PAFCO Holdings, Inc. and/or Pacific American Fish Co., Inc. (“PAFCO”) or placed by a staffing agency at PAFCO from April 7, 2012 through September 16, 2019, a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- Non-exempt, hourly employees sued PAFCO Holdings, Inc., Pacific American Fish Co., Inc., and Kamran Staffing, Inc., alleging wage and hour claims.
- Without any admission of liability, the parties have agreed to settle this lawsuit as a class action on behalf of all current and former non-exempt, hourly employees directly hired by PAFCO or placed by a staffing agency at PAFCO from April 7, 2012, through September 16, 2019.
- This settlement is subject to approval of the Court.
- PAFCO has denied these claims. The Court has not decided whether PAFCO did anything wrong. Your legal rights are affected, and you have a choice to make now.
- You are receiving this Notice because the records reflect that you may be one of the above Class Members. You are not being sued.
- **YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS, WHETHER YOU ACT OR DO NOT ACT.**
- Your legal rights are affected by this Settlement and this Notice explains your rights under this settlement.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b> |   |
|--|---|
| <b>DO NOTHING</b>                                    | <p><b>Accept the settlement and your settlement payment.<br/>Stay in this Lawsuit. Give up certain rights.</b></p> <p>By doing nothing, assuming the settlement is approved by the Court, you will receive a settlement payment. In exchange, you give up any rights to sue PAFCO and any staffing agency separately about the same legal claims in this lawsuit.</p> <p>However, if you no longer live at the address this Notice was mailed to, or if you move, you should promptly contact the Claims Administrator, whose contact information is below.</p> |

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)

|                           |  |
|---------------------------|--|
| <b>ASK TO BE EXCLUDED</b> | <p><b>Get out of this Lawsuit. Get no benefits from it. Keep rights.</b></p> <p>If you ask to be excluded, you won't receive any settlement money. But you will keep any rights to sue PAFCO separately about the same legal claims in this lawsuit (subject to the applicable statutes of limitations).</p>   |
| <b>OBJECT</b>             | <p>If you wish to object to the Settlement, you may submit a written objection in accordance with the procedures set forth below. By objecting, you will be informing the Court of your objection, but you will remain a Settlement Class Member, you will still be bound by the terms of the Settlement, and you will still receive a monetary payment.</p> |

- **The Court still has to decide whether to grant final approval to the Settlement. Payments will only be issued to the Settlement Class members if the Court grants final approval to the Settlement.**
- Your options are explained in this notice. To ask to be excluded, you must act before \_\_\_\_\_.
- **Any questions? Read on and visit [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO).**

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION .....PAGE - 4 -**

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is this lawsuit a class action?

**THE CLAIMS IN THE LAWSUIT.....PAGE - 5 -**

5. What does this lawsuit complain about?
6. How did PAFCO answer?
7. Has the Court decided who is right?
8. What did the Plaintiffs ask for?

**WHO IS IN THE CLASS .....PAGE - 5 -**

9. Am I part of this Class?
10. Which current and former employees are included?
11. I'm still not sure if I am included.

**YOUR RIGHTS AND OPTIONS .....PAGE - 5 -**

12. What happens if I do nothing at all?

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)



- 13. Why would I ask to be excluded?
- 14. How do I ask the Court to exclude me from the Class?
- 15. What if I have an objection?
- 16. What is the difference between objecting to the settlement and excluding myself from the settlement?

**THE LAWYERS REPRESENTING YOU .....PAGE - 7 -**

- 17. Do I have a lawyer in this case?
- 18. Should I get my own lawyer?
- 19. How will the lawyers be paid?

**THE SETTLEMENT .....PAGE - 7 -**

- 20. Who receives payments?
- 21. How are the settlement payments determined?
- 22. What is my settlement payment expected to be?
- 23. What if I disagree about my number of workweeks?
- 24. What happens next in the case?

**GETTING MORE INFORMATION.....PAGE - 8 -**

- 25. Are more details available?

## BASIC INFORMATION

### 1. Why did I get this notice?

PAFCO's records show that you currently work, or previously worked, at PAFCO Holdings, Inc. and/or Pacific American Fish Co., Inc. (collectively "PAFCO"), and/or were placed there by a staffing agency. This notice explains the terms of a proposed settlement, which the Court is being asked to approve, in a class action lawsuit that may affect you. You have legal rights and options that you may exercise. Judge Wilfred J. Schneider, Jr. of the Superior Court of the State of California for the County of San Bernardino is overseeing this class action. The lawsuit is known as *Adrian Gamboa v. Kamran Staffing, Inc., et al.*, Case No. CIVDS1605273.

### 2. What is this lawsuit about?

The lawsuit is about whether PAFCO failed to pay minimum wages, failed to pay overtime wages for all overtime hours worked, failed to provide proper meal breaks, and failed to pay all wages timely upon separation of employment to its non-exempt, hourly employees as required by applicable California laws, including California's Labor Code and Unfair Competition Law. Specifically, whether PAFCO illegally automatically deducted meal periods, failed to provide second meal periods, rounded time punches, and failed to pay all wages due upon separation of employment. PAFCO denies the allegations in the lawsuit.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Adrian Gamboa) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who sued—and all the Class Members like them—is called the Plaintiff. The companies he sued are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### 4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial, and as part of the settlement of this action, PAFCO agrees for the purposes of settlement that this case can be settled as a class action.

## THE CLAIMS IN THE LAWSUIT

### 5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff claims that PAFCO failed to pay minimum wages, failed to pay overtime wages, failed to provide proper meal breaks, and failed to pay all wages timely upon separation of employment to its non-exempt, hourly employees. You can read the Plaintiff's Class Action Complaint at [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO).

### 6. How did PAFCO answer?

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)

PAFCO denied all allegations of wrongdoing or illegal conduct, including but not limited to, failure to pay overtime, failure to provide meal or rest breaks, failure to pay wages when due upon separation from employment, automatically deducting meal periods, and rounding time. Moreover, PAFCO asserted that at all relevant times, it had a legally compliant meal and rest policy in effect. Lastly, PAFCO asserted that it had no control over how class members supplied by staffing agencies were paid because it provided raw data of hours worked to the staffing agencies that placed said temporary workers with PAFCO who then issued paychecks to the workers. PAFCO asserted it had no responsibility for issuing any paycheck to temporary workers for wages earned.

#### 7. Has the Court decided who is right?

The Court did not decide whether PAFCO or the Plaintiff is correct. By issuing this Notice, the Court is not deciding who is right

#### 8. What did the Plaintiff asking for?

The Plaintiff asked for monetary compensation including lost wages, penalties, and interest for Class Members.

### WHO IS IN THE CLASS?

#### 9. Am I part of this Class?

Under the proposed settlement, all current and former non-exempt, hourly employees directly hired by PAFCO or placed by staffing agency at PAFCO from April 7, 2012 through September 16, 2019, are Class Members.

#### 10. Which current and former employees are included?

Current and former employees are in the Settlement Class as long as they were employed by PAFCO any time from April 7, 2012, through September 16, 2019 and paid hourly. If you were hired after September 16, 2019—even if you are a current employee—you are not included.

#### 11. I'm still not sure if I am included

If you are still not sure whether you are included, you can get free help at [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO), or by calling or writing to the lawyers in this case, at the phone number or address listed in question 22.

### YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

#### 12. What happens if I do nothing at all?

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)

You don't have to do anything now if you want to receive the settlement payment provided for by this settlement. By doing nothing you are staying in the Class. If you stay in and the Court approves this settlement, you will receive a settlement payment. Keep in mind that if you do nothing now, you will not be able to sue, or continue to sue, PAFCO—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. This means that if you do nothing, you may only be able to sue for the same wage and hour violations that occurred before April 7, 2012 or occur after September 16, 2019 only (subject to the applicable statutes of limitations). You will also be legally bound by the judgment entered if the Court approves the settlement.

### 13. Why would I ask to be excluded?

If you already have your own unpaid wage, meal period, or other wage and hour claim lawsuit against PAFCO and want to continue with it, you can ask to be excluded from the Class. **If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won't get any money or benefits from this lawsuit.**

However, you may then be able to sue or continue to sue PAFCO for wage and hour violations. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against PAFCO after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against PAFCO, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

### 14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Gamboa v. Kamran Staffing, Inc., et al.* Be sure to include your name, address, telephone number, the date, your signature, and the last four digits of your social security number or tax payer identification number. You must mail your Exclusion Request postmarked by \_\_\_\_\_, to: Gamboa v. Kamran Staffing, Inc., et al. Exclusions, **P.O. Box 0000, City, ST 00000-0000**. Do NOT send an Exclusion Request if you want to participate in this case.

### 15. What if I have an objection?

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2022 at \_\_\_\_ a.m. in Department S32 of the Superior Court of the State of California in and for the County of San Bernardino, located at XXXX. As a Class Member, you may object to the Settlement or file a statement in support of the Settlement for consideration at the Final Approval Hearing.

Any Settlement Class Member who objects to this Settlement must mail an objection to the Settlement Administrator by \_\_\_\_\_ [XX date]. The Settlement Administrator will then provide any objection to the Parties, who will then provide the same to the Court. The Notice of Objection must be signed by the Settlement Class Member, include the Class Members' name, address, last four digits of their social security number or tax payer identification number, signature, and indicate an intent to object. Absent good cause found by the Court, Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)

Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. Settlement Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

**16. What is the difference between objection to the settlement and excluding myself from the settlement?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

**17. Do I have a lawyer in this case?**

The Court decided that the law firm of Aegis Law Firm, PC, of Irvine, CA is qualified to represent you and all Class Members. The law firm is called "Class Counsel." They are experienced in handling similar cases against other employers. More information about this law firm, their practices, and their lawyers' experience is available at [www.aegislawfirm.com](http://www.aegislawfirm.com).

**18. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

**19. How will the lawyers be paid?**

Because Class Counsel are getting money or benefits for the Class if the Court approves this settlement, Class Counsel will ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsels' request, the fees and expenses will be deducted from any money obtained for the Class.

### **THE SETTLEMENT**

**20. Who receives payments?**

If the Court approves this settlement, payments will be made to class members, to the attorneys representing the class members for reasonable fees and costs, to Plaintiff Adrian Gamboa as a service fee for serving as class representative, and to the settlement administrator, Phoenix Settlement Administrators, for administering the settlement.

**21. How are settlement payments determined?**

PAFCO has agreed to pay \$3,000,000 to settle all of the claims in this lawsuit. From this amount:

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)

- Up to 40%, or \$1,200,000, will be paid to Class Counsel for reasonable attorneys' fees. The Court will decide the amount of reasonable attorneys' fees at or about the time the Court decides whether this settlement should be accepted as fair and reasonable;
- Class Counsel will be reimbursed for its reasonable court costs up to \$65,000, which are determined by the Court;
- The settlement administrator will be reimbursed for its costs of administering this settlement, up to \$40,000;
- The Class Representative will be paid an Enhancement Award of up to \$25,000 for bringing the case and releasing additional claims.
- The remaining amount, which is expected to be approximately \$1,700,000, will be divided pro rata among all class members in proportion to the number of workweeks.

## 22. What is my settlement payment expected to be?

With this Notice, you also are receiving a Notice of Estimated Individual Settlement Payment, which specifies the weeks worked that are credited from April 7, 2012 through September 16, 2019, and which states the amount of our estimated settlement payment based on that number of workweeks.

## 23. What if I disagree about my number of workweeks?

The Notice of Estimated Individual Settlement Payment accompanying this Notice describes how you can dispute the number of workweeks currently credited to you from April 7, 2012 through September 16, 2019. If you believe this number is inaccurate, you may dispute it.

## 24. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. S32 of San Bernardino County Superior Court, 247 W. 3rd Street, San Bernardino, CA on \_\_\_\_\_, 2022, at XXX. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service fees, and the costs of the claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

## GETTING MORE INFORMATION

### 25. Are more details available?

Visit the website, [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO), where you will find the Stipulation and Agreement for Class Action Settlement, the Complaint that the Plaintiff submitted, and Defendant's Answer to the Complaint. You may also speak to one of the lawyers by calling (949) 379-6250, emailing [jcampbell@aegislawfirm.com](mailto:jcampbell@aegislawfirm.com), or by writing to: Aegis Law Firm, PC, 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618.

QUESTIONS? VISIT [www.phoenixclassaction.com/PAFCO](http://www.phoenixclassaction.com/PAFCO)

# EXHIBIT B

Notice of Estimated Individual Settlement Payment

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

**If you are a current or former non-exempt (meaning hourly) employee directly hired by PAFCO Holdings, Inc. and/or Pacific American Fish Co., Inc. (“PAFCO”) or placed by a staffing agency at PAFCO from April 7, 2012 through September 16, 2019, a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer*

**According to Defendant’s records, the total number of weeks worked by you as an employee during the relevant time period is \_\_\_\_\_ based on employment dates of \_\_\_\_\_ to \_\_\_\_\_. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these work weeks, your estimated settlement amount is \_\_\_\_\_.**

If you believe the information in the notice is incorrect regarding the number of work weeks, you will need to fill out the blanks below. You may attach any relevant documentation in support thereof. You must mail your submission to:

PHOENIX SETTLEMENT ADMINISTRATORS  
c/o XXXXXX

*Dispute Form (only fill this out if you dispute your number of workweeks):*

Dates of Employment: \_\_\_\_\_

Claimed Number of Workweeks: \_\_\_\_\_

Work Location(s): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Last Four Digits of Social Security Number of Tax Payer Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

You must submit such information by **XXXX**. Class Counsel and the claims administrator will work together in good faith and do their best to promptly resolve the dispute based upon available records. In the event they are unable to resolve any dispute under this Section, the Claims Administrator shall review all information, material and documents and make a decision regarding the dispute.



# EXHIBIT D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

ADRIAN GAMBOA, individually and on behalf of all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

KAMRAN STAFFING INC., a California corporation; PAFCO HOLDINGS, INC., a California corporation; PACIFIC AMERICAN FISH CO., INC., and DOES 1 through 20, inclusive,

Defendants.

Case No. CIVDS1605273

*Assigned for all purposes to:  
Hon. Wilfred J. Schneider Jr.  
Department S32*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: March 3, 2022  
Time: 9:00 a.m.  
Dept: S32

1           WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the “Action”);

3           WHEREAS, Plaintiff Adrian Gamboa (“Plaintiff”), individually and on behalf of all  
4 others similarly situated and on behalf of the general public, has applied to this Court for an order  
5 preliminarily approving the settlement of the Action in accordance with the Stipulation and  
6 Agreement for Class Action Settlement (the “Settlement” or “Agreement”) entered into by  
7 Plaintiff and Defendants PAFCO Holdings, Inc. and Pacific American Fish Co., Inc. (collectively  
8 “Defendants”) which sets forth the terms and conditions for a proposed settlement upon the terms  
9 and conditions set forth therein (Plaintiff and Defendants shall be collectively referred to herein  
10 as the “Parties”); and

11           WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary  
12 Approval of Class Action Settlement.

13           NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
14 THAT:

15           1.       This Order incorporates by reference the definitions in the Settlement attached as  
16 Exhibit 1 to the Declaration of Jessica L. Campbell in Support of Plaintiff’s Motion for Preliminary  
17 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in  
18 this Order.

19           2.       It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
20 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,  
21 adequate and reasonable when balanced against the probable outcome of further litigation relating  
22 to liability and damages issues; (c) sufficient investigation and research have been conducted such  
23 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
24 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and  
25 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has  
26 been reached as the result of non-collusive, arms-length negotiations.

27           3.       With respect to the Class and for purposes of proceeding pursuant to California  
28 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a

1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all  
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that  
3 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims  
4 are typical of the Class's claims; (d) class certification is a superior method for implementing the  
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative  
6 can fairly and adequately protect the Class's interests; and (f) Class Counsel are qualified to serve  
7 as counsel for the Class.

8           4.       Accordingly, solely for purposes of effectuating this Settlement, this Court  
9 hereby conditionally certifies the class for settlement purposes only. The Class is defined as all  
10 current and former non-exempt employees who are or were employed by Defendants in California  
11 at any time from April 7, 2012, through September 16, 2019.

12           5.       Plaintiff Adrian Gamboa is hereby preliminarily appointed and designated,  
13 for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby  
14 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel  
15 is authorized to act on behalf of the Class Members with respect to all acts or consents required by,  
16 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to  
17 consummate the Settlement. Any Class Member may enter an appearance either personally or  
18 through counsel of such individual's own choosing and at such individual's own expense. Any  
19 Class Member who does not enter an appearance or appear on his or her own will be represented  
20 by Class Counsel.

21           6.       Should, for whatever reason, the Settlement not become final, the fact that the  
22 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no  
23 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in  
24 a non-settlement context.

25           7.       The Court hereby preliminarily approves the definition and disposition of the Gross  
26 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,  
27 subject to modification at final approval.

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1           8.     The Court hereby preliminarily approves Class Counsel attorneys' fees of  
2 \$1,200,000.00, Class Counsel litigation expenses not to exceed \$65,000.00, an Enhancement up to  
3 \$25,000.00 to Plaintiff Adrian Gamboa, and costs of administration not to exceed \$65,000.00,  
4 subject to final approval.

5           9.     The Court hereby approves, as to form and content, the Class Notice, to be  
6 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in  
7 the manner and form set forth in the Settlement and this Order, meets the requirements of due  
8 process, is the best notice practicable under the circumstances, and shall constitute due and  
9 sufficient notice to all persons entitled thereto.

10          10.    The Court hereby appoints Phoenix Settlement Administrators as Settlement  
11 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to  
12 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class  
13 Members who wish to participate in the settlement provided for by the Settlement Agreement do  
14 not need to respond to the Class Notice.

15          11.    All costs of mailing of the Class Notice, whether foreseen or not, shall be paid  
16 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses  
17 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up  
18 to \$65,000.00 as provided in the Settlement.

19          12.    Any Class Member may choose to opt-out of and be excluded from the Class as  
20 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the  
21 Class will not be entitled to any recovery under the Settlement and will not be bound by the  
22 Settlement or have any right to object, appeal or comment thereon. Class Members who have not  
23 requested exclusion/opted-out shall be Participating Class Members and bound by all  
24 determinations of the Court, the Settlement, and the Final Judgment.

25          13.    A Final Fairness and Approval Hearing shall be held before this Court on  
26 \_\_\_\_\_ at \_\_\_\_\_ in Department S32 of the Superior Court for the  
27 State of California, County of San Bernardino, located at 247 West Third Street, San Bernardino,  
28 California 92415. All papers in support of final approval and related awards for fees, costs, and

1 Plaintiff's Enhancement must be filed and served at least 16 court days before the final approval  
2 hearing.

3 14. Any Participating Class Member must object to the Settlement by following the  
4 instructions for submitting written objections that are set forth in the Settlement Agreement and  
5 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain  
6 final authority with respect to the consideration and admissibility of any objections. Any  
7 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

8 15. The Settlement is not a concession or admission, and shall not be used against the  
9 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
10 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,  
11 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
12 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as  
13 or deemed to be evidence of a presumption, concession, indication or admission by Defendants of  
14 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other  
15 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

16 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,  
17 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,  
18 are hereby stayed.

19 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each  
20 of the Class Members for all matters relating to this Action, and this Settlement, including  
21 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or  
22 enforcement of this Settlement and this Order.

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18. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Wilfred J. Schneider Jr.  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT E



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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN BERNARDINO**

ADRIAN GAMBOA, individually and on behalf of all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

KAMRAN STAFFING INC., a California corporation; PAFCO HOLDINGS, INC., a California corporation; PACIFIC AMERICAN FISH CO., INC., and DOES 1 through 20, inclusive,

Defendants.

Case No. CIVDS1605273

*Assigned for all purposes to:  
Hon. Wilfred J. Schneider Jr.  
Department S32*

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

Date:  
Time: 9:00 a.m.  
Dept: S32

1 WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the “Action”);

3 WHEREAS, Plaintiff Adrian Gamboa (“Plaintiff”), individually and on behalf of all  
4 others similarly situated and on behalf of the general public, has applied to this Court for an order  
5 preliminarily approving the settlement of the Action in accordance with the Stipulation and  
6 Agreement for Class Action Settlement (the “Settlement” or “Agreement”) entered into by  
7 Plaintiff and Defendants PAFCO Holdings, Inc. and Pacific American Fish Co., Inc. (collectively  
8 “Defendants”) which sets forth the terms and conditions for a proposed settlement upon the terms  
9 and conditions set forth therein (Plaintiff and Defendants shall be collectively referred to herein  
10 as the “Parties”); and

11 WHEREAS, the Court has read and considered Plaintiff’s Motion for Final Approval of  
12 Class Action Settlement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
14 THAT:

15 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to  
16 each Settlement Class Member by first-class mail. These papers informed the Settlement Class  
17 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right  
18 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and  
19 pursue their own remedies, and (c) to appear in person or by counsel at the final approval hearing  
20 and to be heard regarding approval of the Settlement. Adequate periods of time were provided  
21 by each of these procedures.

22 2. No member of the Class filed written objection to the proposed Settlement as part  
23 of this notice process or stated an intention to appear at the final approval hearing.

24 3. The Court finds and determines that this notice procedure afforded adequate  
25 protections to Settlement Class Members and provides the basis for the Court to make an informed  
26 decision regarding approval of the Settlement based on the responses of the Settlement Class.  
27 The Court finds and determines that the notice provided in this case was the best notice  
28 practicable, which satisfied the requirements of law and due process.

1           4.       With respect to the Settlement Class and for purposes of approving this Settlement  
2 only, this Court finds and concludes that: (a) the members of the Settlement Class are  
3 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions  
4 of law or fact common to the Settlement Class, and there is a well-defined community of interest  
5 among members of the Settlement Class with respect to the subject matter of the Action; (c) the  
6 claims of Class Representative Adrian Gamboa are typical of the claims of the members of the  
7 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of  
8 the members of the Settlement Class; (e) a class action is superior to other available methods for  
9 an efficient adjudication of this controversy; and (f) the counsel of record for the Class  
10 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual  
11 and representative capacities for the Class.

12           5.       The Court has certified a Settlement Class, as that term is defined in and by the  
13 terms of the Settlement Agreement as current and former non-exempt employees who are or were  
14 employed by Defendants in California at any time from April 7, 2012, through September 16,  
15 2019. The Court deems this definition sufficient for purposes of California Rule of Court  
16 3.765(a).

17           6.       The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

18           7.       The Court hereby confirms Plaintiff Adrian Gamboa as the Class Representative  
19 in this Action.

20           8.       The Court finds and determines that the terms set forth in the Settlement  
21 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement  
22 according to its terms, having found that the Settlement was reached as a result of informed and  
23 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds  
24 that the Parties conducted extensive investigation, research, and discovery and that their attorneys  
25 were able to reasonably evaluate their respective positions. The Court also finds that the  
26 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,  
27 as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
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1 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant  
2 value accorded to the Class.

3 9. The Court further finds and determines that the terms of the Settlement are fair,  
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that  
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement  
6 should be and hereby are ordered to be consummated.

7 10. The Court finds and determines that the Individual Settlement Payments to be paid  
8 to participating Settlement Class Members as provided for by the Settlement are fair and  
9 reasonable. The Court hereby gives final approval to and orders the payment of those amounts  
10 be made to the participating Settlement Class Members in accordance with the Settlement  
11 Agreement.

12 11. The Court finds and determines that the fees and expenses in administrating the  
13 Settlement incurred by Phoenix Settlement Administrators, in the amount of \$65,000.00, are fair  
14 and reasonable. The Court hereby gives final approval to and orders that the payment of that  
15 amount in accordance with the Settlement.

16 12. The Court finds and determines the Class Representative Enhancement Payment  
17 of \$25,000.00 to Plaintiff Gamboa is fair and reasonable. The Court hereby orders the  
18 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the  
19 terms of the Settlement Agreement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence and  
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees  
22 in the sum of \$1,200,000.00 and litigation costs of \$\_\_\_\_\_. The Court finds such amounts  
23 to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these  
24 payments in accordance with the terms of the Settlement Agreement.

25 14. In accordance with California Rule 3.771(b), the Parties are ordered to give  
26 notice of this Judgment to all Class Members through the Settlement Administrator's website.  
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1           15.     Without affecting the finality of this order or the entry of judgment in any way,  
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
3 implementation, effectuation, and enforcement of this order and the Settlement.

4           16.     Neither Defendants nor any related persons or entities shall have any further  
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
6 except as provided for by the Settlement Agreement.

7           17.     Neither the making of the Settlement Agreement nor the entry into the Settlement  
8 Agreement constitutes an admission by Defendants, nor is this order a finding of the validity of  
9 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
10 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
11 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
12 be construed as an admission or concession by or against Defendants or any related person or  
13 entity.

14           18.     Nothing in this order shall preclude any action to enforce the Parties' obligations  
15 under the Settlement or under this order, including the requirement that Defendants make  
16 payment to the participating Settlement Class Members in accordance with the Settlement.

17           19.     The Court hereby enters final judgment in accordance with the terms of the  
18 Settlement Agreement.

19           20.     The Parties will bear their own costs and attorneys' fees except as otherwise  
20 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation  
21 costs.

22  
23 DATED: \_\_\_\_\_

\_\_\_\_\_   
Honorable Wilfred J. Schneider Jr.  
JUDGE OF THE SUPERIOR COURT