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16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF ALAMEDA

19 DIRK SPENCER, as an individual and on
20 behalf of all others similarly situated,

21 Plaintiffs,

22 v.

23 CONXTECH INC., a Delaware
24 corporation; and DOES 1 through 50,
inclusive,

25 Defendants.

CASE NO. RG19034467

[Assigned for all purposes to the Hon. Brad
Seligman, Dept. 23]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made and entered into by and between Plaintiff Dirk Spencer (“Spencer” or “Plaintiff”) and Defendant Conxtech, Inc. (“Defendant”) (collectively with Spencer, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. “Action” means *Dirk Spencer v. Conxtech, Inc.*, Alameda County Superior Court Case No. RG19034467 (filed on September 10, 2019).

2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.

3. “Class” or “Class Member(s)” means All employees employed by Defendant in the State of California who received a wage statement with the “SHIFT2” pay code at any time during the Class Period, who do not opt out of this Settlement. There are approximately 41 individuals that comprise the Class.

4. “Class Counsel” means William L. Marder of Polaris Law Group, and Dennis S. Hyun of Hyun Legal, APC.

5. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to thirty-three percent (33 1/3%) of the Gross Settlement Amount (\$115,000.00), i.e. the sum of Thirty-Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33), and costs in the amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00), subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

6. “Class List and Data” means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement

1 Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a
2 Microsoft Office Excel spreadsheet and shall include: each Class Member's full name; employee
3 number; most recent mailing address; Social Security number; and the number of wage statements
4 bearing the "SHIFT2" pay code each Class Member received during the Class Period.

5 7. "Class Period" means the period from September 10, 2018, through October 23,
6 2020.

7 8. "Class Representative" means Plaintiff Dirk Spencer.

8 9. "Class Representative Enhancement Payment" means the amount that the Court
9 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in
10 recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action,
11 undertaking the risk of liability for Defendant's expenses in the event Plaintiff was unsuccessful in
12 the prosecution of the Action, and for the general release of all claims by the Plaintiff. Subject to
13 the Court granting final approval, the Parties agree that Plaintiff shall be paid up to Five Thousand
14 Dollars (\$5,000.00) from the Gross Settlement Amount.

15 10. "Gross Settlement Amount" means the maximum settlement amount of One Hundred
16 and Fifteen Thousand Dollars (\$115,000.00) to be paid by Defendant as a result of this Stipulation.
17 The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class
18 Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration
19 Costs to the Settlement Administrator, the PAGA Payment, and Class Counsel Award.

20 11. "Complaint" means the operative Class Action Complaint filed by Plaintiff Dirk
21 Spencer in this Action.

22 12. "Counsel for Defendant" or "Defense Counsel" means Mollie M. Burks and Sat
23 Sang S. Khalsa of Gordon Rees Scully Mansukhani LLP.

24 13. "Court" means the Superior Court for the State of California, County of Alameda, or
25 any other court taking jurisdiction of the Action.

26 14. "Defendant" means Defendant ConXtech, Inc., including its predecessors, if any, as
27 well as each of its respective predecessors, successors, companies, divisions, subsidiaries,
28 shareholders, and parents, and collectively, their respective former, current and future directors,

1 officers, employees, assigns, heirs, executors, administrators, and beneficiaries.

2 15. "Effective Date" means: (a) the date when the Final Approval Order is signed, if
3 there are no objections, or if an objection is withdrawn prior to the Final Approval hearing, or (b)
4 in the event there are objectors, sixty (60) days after service of notice of entry of the Final
5 Approval Order and Judgment on the Parties and all objectors to the Settlement without any
6 appeals or request for review being taken, or orders affirming said Final Approval Order and
7 Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for
8 review have been taken.

9 16. "Final Approval" means that the Final Approval Order and Judgment have been
10 entered by the Court.

11 17. "Individual Settlement Payment" means the amount payable from the Net
12 Settlement Amount to each Participating Class Member.

13 18. "Net Settlement Amount" means the balance of the Gross Settlement Amount
14 remaining after deduction of the approved Class Representative Enhancement Payment, Settlement
15 Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The
16 entire Net Settlement Amount is the maximum amount that will be available for distribution to
17 Participating Class Members.

18 19. "Notice of Objection" means a Class Member's valid and timely written objection to
19 the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
20 signature, address, and telephone number; (b) a written statement of basis for the objection; and (c)
21 any copies of papers, briefs, or documents upon which the objection is based. The Notice of
22 Objection must be returned by mail to the Settlement Administrator at the specified address
23 indicated in the Notice Packet, and be postmarked or by the Response Deadline.

24 20. "Notice Packet" means the Notice of Proposed Class Action Settlement, substantially
25 in the form attached as Exhibit A.

26 21. "PAGA Payment" means the portion of the Gross Settlement Amount that the Parties
27 have agreed will be allocated to resolve all claims and remedies under the Private Attorneys General
28 Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, "PAGA"). The amount of the PAGA Payment is subject

1 to Court approval pursuant to California Labor Code section 2699(l). The Parties have agreed that
2 Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be allocated to the
3 resolution of any Class Members' claims arising under PAGA. Pursuant to the PAGA, 75%, i.e. the
4 sum of Fifteen Thousand Dollars (\$15,000.00), of the PAGA Payment shall be paid to the California
5 Labor and Workforce Development Agency ("LWDA"), and 25%, i.e. the sum of Five Thousand
6 Dollars (\$5,000.00), of the PAGA Payment shall be part of the Net Settlement Amount to be
7 distributed to Participating Class Members.

8 22. "Parties" means Plaintiff, on behalf of himself and the Settlement Class, and
9 Defendant collectively.

10 23. "Participating Class Members" means all Class Members who do not submit valid
11 and timely Requests for Exclusion.

12 24. "Plaintiff" means Dirk Spencer.

13 25. "Preliminary Approval" means the Court's order granting preliminary approval of
14 the Settlement.

15 26. "Released Claims" means

16 a. All claims based on the facts alleged in the operative Complaint that accrued
17 at any time from September 10, 2018, through October 23, 2020, and
18 specifically claims for Failure to Provide Inaccurate Wage Statements
pursuant to Labor Code sections 226 and 226.3;

19 b. All claims for penalties under the California Private Attorneys' General Act
20 predicated on the violations of Labor Code sections 226, and 226.3, based on
21 the facts as alleged in the operative Complaint that accrued at any time from
September 10, 2018, through October 23, 2020.

22 27. "Released Parties" means Defendant, and any of its predecessors, if any, as well as
23 each of its respective predecessors, successors, companies, divisions, subsidiaries, shareholders, and
24 parents, and collectively, their respective former, current and future directors, officers, employees,
25 assigns, heirs, executors, administrators, and beneficiaries.

26 28. "Request for Exclusion" means a timely letter submitted by a Class Member
27 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly
28 state that the Class Member does not wish to be included in the Settlement; (b) set forth the name,

1 address, telephone number and last four digits of the Social Security Number of the Class Member
2 requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement
3 Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or
4 before the Response Deadline.

5 29. "Response Deadline" means forty-five (45) days after the Settlement Administrator
6 initially mails the Notice Packet to Class Members, and the last date on which Class Members may
7 submit Requests for Exclusion or Notices of Objections to the Settlement.

8 30. "Settlement" means the agreement among parties to resolve the Action, as set forth
9 in this Stipulation.

10 31. "Settlement Administration Costs" means the fees and expenses reasonably incurred
11 by the Settlement Administrator as a result of the procedures and processes expressly required by
12 this Agreement, which are not to exceed Five Thousand Dollars (\$5,000.00). Any portion of the
13 Settlement Administration Costs not used or approved by the Court shall be added to the Net
14 Settlement Amount.

15 32. "Settlement Administrator" means Phoenix Settlement Administrators.

16 33. "Settlement Payment Check" means the payment to Participating Class Members
17 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement,
18 which shall be mailed ten (10) business days after the Effective Date.

19 RECITALS

20 34. This Settlement is made and entered into by and between Plaintiff and Defendant,
21 and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly
22 acknowledge that this Agreement is entered into solely for the purpose of compromising
23 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by
24 Defendant.

25 35. Procedural History. On or about July 8, 2019, Plaintiff sent notice to the Labor
26 Workforce Development Agency (the "LWDA") of the violations of Labor Code § 226(a)(7) arising
27 from Defendant's alleged failure to provide accurate wage statements to its employees. ("PAGA
28 Notice"). On or about September 10, 2019, Plaintiff filed this class action in Alameda County

1 Superior Court, alleging a single class claim for Defendant's failure to provide accurate wage
2 statements in violation of Labor Code section 226(a) and a representative claim for violation of the
3 PAGA predicated upon the violation of section 226. Since the inception of this case, the Parties have
4 engaged in informal settlement discussions, including Defendant producing class data and engaging
5 in formal discovery, including exchanging informal data regarding the number of employee and
6 wage statements that were allegedly inaccurate. The Parties recognize the risk, expense, and delay
7 in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate.
8 Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising
9 from or relating to the Action.

10 TERMS OF AGREEMENT

11 Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

12 36. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
13 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement
14 Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; (4)
15 Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA Payment. The
16 Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement
17 Amount shall revert to Defendant. In no event shall Defendant be required to pay more than the
18 Gross Settlement Amount as specified in this Agreement.

19 37. Funding of the Gross Settlement Amount. Within thirty (30) calendar days after the
20 Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount into a
21 Qualified Settlement Account to be established by the Settlement Administrator.

22 38. Class Counsel Award. Defendant agrees not to oppose or impede any application or
23 motion by Class Counsel for attorneys' fees of up to thirty-three percent (33 1/3%) of the Gross
24 Settlement Amount (\$115,000.00), i.e. the sum of Thirty-Eight Thousand and Three Hundred and
25 Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33), and costs in the amount of up to Seven
26 Thousand Five Hundred Dollars (\$7,500.00) , which shall be paid from the Gross Settlement
27 Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting
28 the awarded attorneys' fees, costs and expenses. Any portion of the Class Counsel Award not

1 awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to
2 Class Members as provided in this Agreement.

3 39. Class Representative Enhancement Payment. Defendant agrees not to oppose or
4 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment of
5 up to \$5,000.00 to Plaintiff. To receive the payment, the Plaintiff agrees to a 1542 waiver and a
6 general release of all claims as set forth below. The Parties expressly agree that the Court's approval
7 or denial of any request for a Class Representative Enhancement Payment is not a material condition
8 of this agreement, and is to be considered by the Court separately from the fairness, reasonableness,
9 adequacy, and good faith of the Settlement. Any order or proceeding relating to the application by
10 Class Counsel of the Class Representative Enhancement Payment shall not operate to terminate or
11 cancel this Settlement. To the extent the Court awards less than the amount of the requested Class
12 Representative Enhancement Payment, the consideration referenced in this paragraph shall not be
13 affected and the requirement for and/or validity of an executed 1542 waiver and general release of
14 all claims as set forth below by Plaintiff shall remain in force and effect. To the extent the Court
15 awards less than the amount of the requested Class Representative Enhancement Payment, any
16 remaining amount will be redistributed amongst the Participating Class Members on a pro rata basis.
17 The Class Representative Enhancement Payment shall be paid from the Gross Settlement Amount,
18 and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Settlement Class
19 Member. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the
20 Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to
21 pay any and all applicable taxes on the Class Representative Enhancement Award and shall hold
22 harmless Defendant and its counsel and Plaintiff's counsel from any claim or liability for taxes,
23 penalties, or interest arising as a result of the Class Representative Enhancement Award. Any
24 portion of the Class Representative Enhancement Payment not awarded to Plaintiff shall be added
25 to the Net Settlement Amount and shall be distributed to Class Members as provided in this
26 Agreement.

27 40. Settlement Administration Costs. The Settlement Administrator shall be paid for the
28 reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to

1 exceed Five Thousand Dollars (\$5,000.00). These costs, which shall be paid from the Gross
2 Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement
3 Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering
4 and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary
5 reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be
6 added to the Net Settlement Amount and shall be distributed to Class Members as provided in this
7 Agreement.

8 41. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
9 \$20,000.00 of the Gross Settlement Amount shall be designated for satisfaction of claims for civil
10 penalties under the Labor Code Private Attorneys General Act of 2004 (the "PAGA"). The
11 Settlement Administration shall pay seventy-five percent (75%) of the PAGA payment, i.e. the sum
12 of \$15,000.0), to the LWDA. The remaining twenty-five percent (25%), i.e. the sum of \$5,000.00,
13 shall be part of the Net Settlement Amount to be distributed to Participating Class Members as per
14 this Agreement.

15 42. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
16 Individual Settlement Payments to Participating Class Members from the Settlement Class in
17 accordance with the terms of this Agreement. The Settlement Administrator will allocate the
18 Individual Settlement Payments by first dividing the Net Settlement Amount by the total number
19 of wage statements containing payment of "SHIFT2" wages issued to Class Members during the
20 Class Period. That value will then be multiplied by the number of wage statements each respective
21 Class Member received containing payment of "SHIFT2" wages. Participating Class Members
22 are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to
23 any portion of the Net Settlement Amount. If there are any timely submitted Requests for
24 Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement
25 Payments for each Participating Class Member so that the amount actually distributed to
26 Participating Class Members equals 100% of the Net Settlement Amount.

27 43. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
28 calculated with, and is premised on, approximately 41 Class Members, over a total of 1,066 pay

1 periods, eligible to participate in the Settlement. If, after October 23, 2020, the total number of Class
2 Members exceeds the original estimates by 10% or more, then the Gross Settlement Amount shall
3 be proportionally increased based on the total number of pay periods increased.

4 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
5 Participating Class Members under this Agreement, as well as any other payments made pursuant
6 to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans
7 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
8 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
9 any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any
10 rights, contributions, or amounts to which any Class Members may be entitled under any benefit
11 plans.

12 45. Settlement Administration Process. The Parties agree to cooperate in the
13 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
14 and expenses incurred in the administration of the Settlement. The Settlement Administrator shall
15 provide the following services:

- 16 a. Establish and maintain a Qualified Settlement Fund account;
- 17 b. Calculate the amount of the Settlement each Class Member is eligible to
18 receive;
- 19 c. Prior to mailing the Class Members Notices of Proposed Class Action
20 Settlement and Final Fairness and Approval Hearing ("Class Notice" or "Notice Form" or "Notice"),
21 the Settlement Administrator will verify the last known address for each Class Member through a
22 generally utilized, national address update database;
- 23 d. Printing and mailing the Class Members Notice;
- 24 e. Establishing and maintaining a toll-free informational telephone support line
25 to assist Class Members who have questions regarding the Notice;
- 26 f. Conducting additional address searches for mailed Notices that are returned
27 as undeliverable, and to the extent new and more current addresses are found, the Settlement
28 Administrator will also reprint and re-mail Notices accordingly;

1 g. Calculating Participating Class Members settlement share, fielding inquiries
2 from Class Members, and administration of any Requests for Exclusion. This service will include
3 settlement proceed calculations, printing and issuance of checks, and preparation of 1099 Forms;
4 and

5 h. Providing declarations and/or other information to the Court as requested.

6 46. Delivery of the Class List and Data. Within fifteen (15) calendar days of Preliminary
7 Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

8 47. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
9 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all
10 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
11 identified in the Class List.

12 48. Confirmation of Contact Information in the Class List. Prior to mailing, the
13 Settlement Administrator shall perform a search based on the National Change of Address Database
14 for information to update and correct for any known or identifiable address changes.

15 49. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
16 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the
17 Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's estimated
18 Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if
19 they do not request to be excluded; (5) the dates which comprise the Class Period; (6) instructions
20 on how to submit valid Requests for Exclusion, or objections; (7) the deadlines by which the Class
21 Member must submit Request for Exclusions or Notices of Objection to the Settlement; (8) the date
22 for the final approval hearing; and (9) the claims to be released. The Notice Packet will also inform
23 Class Members that in order to receive the Individual Settlement Payment, they do not need to do
24 anything except keep the Settlement Administrator apprised of their current mailing addresses.

25 50. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
26 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
27 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
28 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding

1 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
2 address using a skip-trace, or other search using the name, address and/or Social Security number
3 of the Class Member involved, and shall then perform a re-mailing. Those Class Members who
4 receive a re-mailed Notice Packet shall have their Response Deadline extended thirty (30) days from
5 the original Response Deadline.

6 51. Request for Exclusion Procedures. Any Class Member may opt-out from the
7 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
8 postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name, address,
9 telephone number, and the last four digits of the Social Security number of the person requesting
10 exclusion; (2) clearly state that the Class Member does not wish to be included in the Settlement;
11 (3) be signed by the Class Member; (4) be returned by mail to the Settlement Administrator at the
12 specified address; and (5) be postmarked on or before the Response Deadline. The date of the
13 postmark shall be the exclusive means to determine whether a Request for Exclusion has been timely
14 submitted. By submitting such a Request for Exclusion, a Class Member shall be deemed to have
15 exercised his or her option to opt out of the Action and not be bound by this Agreement.
16 Accordingly, a Class Member that timely submits a valid Request for Exclusion will not be entitled
17 to any payments under this Settlement and will not be bound by the terms of the Settlement. Any
18 Class Member who fails to submit a valid and timely Request for Exclusion on or before the
19 Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms
20 of the Settlement, if the Settlement is granted final approval by the Court.

21 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
22 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
23 Request for Exclusion shall be bound by all of its terms, including those pertaining to the Released
24 Claims, as well as any Judgment that may be entered by the Court.

25 53. Objection Procedures. Any Class Member who does not opt-out of this Settlement
26 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must return
27 by mail a written statement of objection to the Settlement Administrator at the specified address by
28 the Response Deadline. The date of the postmark on the Notice of Objection shall be deemed the

1 exclusive means for determining that a Notice of Objection is timely. The Notice of Objection must
2 include: (a) the objector's full name, signature, address, and telephone number; (b) a written
3 statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon
4 which the objection is based. Class Members who submit a timely Notice of Objection will have the
5 right to appear at the final approval hearing to have their objections heard by the Court, at their own
6 expense. Nevertheless, even if a Class Member did not submit a Notice of Objection in compliance
7 with this Section, the Class Member may still appear at the final approval hearing and object to the
8 settlement orally. At no time shall any of the Parties or their counsel seek to solicit or otherwise
9 encourage Class Members to submit written objections to the Settlement or appeal from the Order
10 and Judgment. Class Counsel shall not represent any Class Members with respect to any such
11 objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall
12 not be allowed to object to this Settlement.

13 54. Defendant's Right To Rescind. If more than five Class Members opt out of the
14 settlement by submitting valid and timely Requests for Exclusion, Defendant has the unilateral right
15 in its sole discretion to rescind the Parties' Settlement. The Parties agree that they will not encourage
16 any Class Member to object to the Settlement or to opt out. If Defendant exercises its option to
17 rescind, Defendant shall: (a) provide written notice to Class Counsel at least ten (10) business days
18 prior to the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the
19 Settlement Administrator up to the date of Defendant's notice to rescind. In the event the Settlement
20 is terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

21 55. Settlement Administrator's Reports of Information. The Settlement Administrator
22 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
23 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
24 Administrator will provide to counsel for both Parties any updated reports regarding the
25 administration of the Settlement as needed or requested. The Settlement Administrator shall also
26 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further, if
27 requested by Parties' counsel, the Settlement Administrator shall forward any Requests for
28 Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is

1 valid and timely.

2 56. Distribution Timing of Individual Settlement Payments. Within ten (10) business
3 days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue
4 payments to (1) Participating Class Members; (2) the Labor and Workforce Development Agency;
5 (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a payment to itself
6 for services performed in connection with the Settlement.

7 57. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
8 Administrator to Class Members shall be negotiable for not less than one hundred and eighty (180)
9 days from the date of their issuance. In the event an Individual Settlement Payment check has not
10 been cashed within one hundred and eighty (180) days, all funds represented by such uncashed
11 checks shall be distributed to Legal Aid at Work in compliance with California Code of Civil
12 Procedure § 384(b). In such event, those Class Members will nevertheless remain bound by the
13 Settlement.

14 58. Certification of Completion. Upon completion of administration of the Settlement,
15 the Settlement Administrator shall provide a written declaration under oath to certify such
16 completion to the Court and counsel for all Parties, including in compliance with California Code
17 of Civil Procedure § 384(b).

18 59. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or
19 rescinded due to the Court's refusal to grant final approval of the settlement notwithstanding the
20 attempts by the Parties to obtain final approval, any costs incurred by the Settlement Administrator
21 shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

22 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments
23 shall be allocated as follows: 100% as penalties. The amount of payments shall be reported on an
24 IRS Form 1099 by the Settlement Administrator.

25 61. Administration of Taxes by the Settlement Administrator. The Settlement
26 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class
27 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant to
28 this Agreement.

1 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
2 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
3 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
4 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
5 AGREEMENT.

6 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
7 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
9 cause of action or right herein released and discharged.

10 65. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all Class
11 Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted
12 assigns, hereby do and shall be deemed to have fully, finally and forever released, settled,
13 compromised, relinquished and discharged any and all of the Released Parties of and from any and
14 all Released Claims. The Settlement Class and each member of the Class who has not submitted a
15 valid Request for Exclusion, fully releases and discharges the Released Parties for the Released
16 Claims.

17 66. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As partial
18 consideration for the Class Representative Enhancement Payment, the Plaintiff's Released Claims
19 shall include all such claims, whether known or unknown by the releasing party. Thus, even if
20 Plaintiff discovers facts and/or claims in addition to or different from those that they now know or
21 believe to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims
22 will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims,
23 Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the
24 California Civil Code, which reads:

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

1 67. Nullification of Settlement. In the event that the Settlement does not become final
2 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
3 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
4 likewise be treated as void from the beginning.

5 68. Disputes Regarding Individual Settlement Payments. In the event that Class
6 Members have a dispute as to the data provided by the Defendant, Class Members will have the
7 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement
8 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
9 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
10 Settlement Payments under the terms of this Agreement, and that determination shall be binding.
11 Class Members shall have thirty (30) calendar days from the mailing of the Notice Packet to submit
12 any disputes regarding their Individual Settlement Payments to the Settlement Administrator. The
13 Settlement Administrator shall have ten (10) calendar days to resolve the dispute.

14 69. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
15 Settlement Administrator concerning the administration of the Settlement will be resolved by the
16 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
17 for Parties will confer in good faith to resolve the disputes without the necessity of involving the
18 Court.

19 70. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
20 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
21 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
22 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to
23 all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
24 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
25 the proposed Notice Packet, attached to this Agreement as Exhibit A.

26 71. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
27 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission,
28 a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval

1 of the Settlement along with the amounts properly payable for (i) Individual Settlement Payments;
2 (ii) the Labor and Workforce Development Agency Payment; (ii) the Class Counsel Award; (iii) the
3 Class Representative Enhancement Payment; and (iv) Settlement Administration Costs. Class
4 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class
5 Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at
6 the final approval hearing.

7 72. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
8 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
9 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
10 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
11 the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may
12 be appropriate under court rules or as set forth in this Agreement.

13 73. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
14 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
15 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

16 74. Confidentiality Preceding Preliminary Approval. The Parties and their counsel agree
17 that they will not issue any press releases, initiate any contact with the press, respond to any press
18 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement,
19 prior to the entry of the Final Approval Order and Judgment.

20 75. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
21 of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements may
22 be deemed binding on the Parties.

23 76. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
24 dispute with regard to the language of the Agreement, the Parties agree to informally resolve the
25 dispute through good faith meet and confer efforts. Should those efforts be unsuccessful, the Parties
26 agree and stipulate that the Honorable Brad E. Seligman of the Alameda County Superior Court
27 shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 to resolve any disputes.

28 77. Amendment or Modification. This Agreement may be amended or modified only by

1 a written instrument signed by the Parties' counsel.

2 78. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent
3 they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
4 to take all appropriate action required or permitted to be taken by such Parties pursuant to this
5 Agreement to effectuate its terms and to execute any other documents required to effectuate the
6 terms of this Agreement. The Parties and their counsel will cooperate with each other and use their
7 best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
8 agreement on the form or content of any document needed to implement the Settlement, or on any
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
10 Parties may seek the assistance of the Court to resolve such disagreement.

11 79. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 80. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
14 governed by and interpreted according to the laws of the State of California.

15 81. Execution and Counterparts. This Agreement is subject only to the execution of all
16 Parties. However, the Agreement may be executed in one or more counterparts and by DocuSign
17 signatures. All executed counterparts and each of them, including facsimile and scanned copies of
18 the signature page, shall be deemed to be one and the same instrument provided that counsel for the
19 Parties shall exchange among themselves original signed counterparts.

20 82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
21 this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
22 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
23 account all relevant factors, present and potential. The Parties further acknowledge that they are
24 each represented by competent counsel and that they have had an opportunity to consult with their
25 counsel regarding the fairness and reasonableness of this Agreement.

26 83. Invalidity of Any Provision. Before declaring any provision of this Agreement
27 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
28 consistent with applicable precedents so as to define all provisions of this Agreement valid and

1 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
2 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
3 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
4 provision had never been included in this Agreement.

5 84. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
6 Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the
7 amount Class Counsel requests, and either party may appeal any order that materially alters the
8 Agreement's terms.

9 85. Class Action Certification. The Parties are agreeing to class certification for
10 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
11 admission of any kind by Defendant, including without limitation, that certification of a class for
12 trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite
13 elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is
14 not finally approved, this Agreement will be void and the Parties will be restored to their respective
15 positions in the lawsuit as if they not entered into this Agreement. The Parties further agree that this
16 Agreement, the final stipulation of Settlement, or any documents or orders issued related to this
17 Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class
18 action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member, other than
19 according to the Settlement's terms.

20 86. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
21 dispute that has arisen between them and to avoid the burden, expense and risk of continued
22 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has
23 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
24 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
25 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
26 other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms
27 or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
28 concession by Defendant of any such violations or failures to comply with any applicable law.

1 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
2 terms and provisions shall not be offered or received as evidence in any action or proceeding to
3 establish any liability or admission on the part of Defendant or to establish the existence of any
4 condition constituting a violation of, or a non-compliance with, federal, state, local or other
5 applicable law.

6 87. Captions. The captions and section numbers in this Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
8 provisions of this Agreement.

9 88. Waiver. No waiver of any condition or covenant contained in this Agreement or
10 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
11 constitute a further waiver by such party of the same or any other condition, covenant, right or
12 remedy.

13 89. Enforcement Actions. In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this
15 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
16 Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
17 and costs, including expert witness fees incurred in connection with any enforcement actions.

18 90. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
19 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
20 against one party than another merely by virtue of the fact that it may have been prepared by counsel
21 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
22 Parties, all Parties have contributed to the preparation of this Agreement.

23 91. Representation By Counsel. The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
25 and that this Agreement has been executed with the consent and advice of counsel.

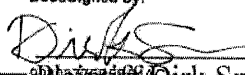
26 92. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
27 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
28 this Agreement.

1 93. Binding Agreement. The Parties warrant that they understand and have full authority
2 to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and
3 binding on all Parties, and agree that it shall be admissible and subject to disclosure in any
4 proceeding to enforce its terms.

5 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
6 Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth
7 below:

8
9 DATED: November, 17, 2020

PLAINTIFF

10 DocuSigned by:
11 
12 _____
13 Plaintiff Dirk Spencer


14 DATED: November, __, 2020

DEFENDANT ConXtech, Inc.

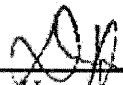
15 _____
16 By: _____
17 Its: _____

APPROVED AS TO FORM

18
19 DATED: ~~November, 17, 2020~~
20 February 17, 2021

POLARIS LAW GROUP, P.C.
21 
22 _____
23 William L. Marder
24 Attorneys for Plaintiff and the Class

25 DATED: ~~November, __, 2020~~
26 February 17, 2021

HYUN LEGAL, APC
27 
28 _____
Dennis S. Hyun
Attorneys for Plaintiff and the Class

26 ///
27 ///
28 ///

1 DATED: November, 17, 2020

PLAINTIFF

DocuSigned by:



Plaintiff Dirk Spencer

2
3
4
5 DATED: December, 28th, 2020

DEFENDANT ConXtech, Inc.

6
7
8 By: Gilles CAUSSAGE (CEO)
Its: _____

9
10 **APPROVED AS TO FORM**

11 DATED: November, __, 2020

POLARIS LAW GROUP, P.C.

12
13 _____
William L. Marder
Attorneys for Plaintiff and the Class

14 DATED: November, __, 2020

HYUN LEGAL, APC

15
16 _____
Dennis S. Hyun
Attorneys for Plaintiff and the Class

17
18 ///

19 ///

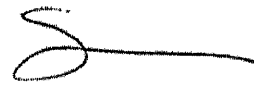
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DATED: January 4, 2020

**GORDON REES MANSUKHANI SCULLY
LLP**



By: _____
Mollie M. Burks
Sat Sang S. Khalsa
Attorneys for Defendant
ConXtech, Inc.

EXHIBIT "A"

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Defendant Conxtech, Inc. (“Defendant”) in California and received a wage statement with the “SHIFT2” pay code at any time during the period of September 10, 2018, through October 23, 2020, then you will be entitled to get money from a Class Action Settlement.

A Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to exclude is [insert date].
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline to object is [insert date].

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?.....	Page 1
2.	What Is the Class Action Settlement?	Page 2
3.	How Much Can I Expect to Receive?.....	Page 3
4.	What Is the Case About?	Page 3
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6.	Who Is the Plaintiff in This Class Action?	Page 4
7.	Who Are the Attorneys Representing the Parties?	Page 4
8.	What Are my Rights? How Will My Rights Be Affected?	Page 4
9.	How Will Attorneys for the Class and Others Be Paid?.....	Page 6

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Class Period, which is between September 10, 2018, through October 23, 2020.

This Notice tells you of your rights to share in the Settlement. There was a hearing on March 29, 2021, at 3:00 p.m. in the Alameda Superior Court, State of California. Judge Seligman determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Seligman also ordered that you receive this Notice.

“Class Members” includes all employees employed by Defendant Conxtech, Inc. (“Defendant”) in the State of California who received a wage statement with the “SHIFT2” pay code at any time from September 10, 2018, through October 23, 2020.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 23 of the Alameda Superior Court located at 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued to another date without further notice.

2. *What is the Class Action Settlement?*

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff Dirk Spencer and Conxtech have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *What Is the Case About?*

On or about September 10, 2019, Plaintiff filed a civil Complaint asserting individual, class action and PAGA claims for violation of Labor Code § 226(a). The Complaint asserted that Defendant did not accurately list the total hours worked and did not correctly list its address.

Conxtech denies the allegations raised in the Action and strongly believes it has no liability for any of Plaintiff’s or Class Members’ claims under any statute, wage order, common law, or equitable theory.

Despite both Parties’ positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of One Hundred Fifteen Thousand Dollars (\$115,000) ("Gross Settlement Amount"), which includes all settlement payments, attorneys' fees and litigation costs and expenses, costs of administering the Settlement, the Class Representatives Incentive Awards, and payment to the Labor Workforce and Development Agency ("LWDA"). If there are no objections, or appeals, Defendant will pay the Gross Settlement Amount within thirty (30) calendar days of the date the Court enters an order of preliminary approval of the settlement into a Qualified Settlement Fund and you should expect to be paid approximately 50-60 days from the date of final approval.

After attorneys' fees, costs, costs of administering the Settlement, the Class Representative Incentive Awards, payment to the Labor Workforce and Development Agency, what remains (the "Net Settlement Amount") will be available to pay all Participating Class Members' Individual Settlement Payments based on the number of wage statements that they received during the Class Period which contained the "SHIFT2" pay code. Each Class Member shall be assigned an "Individual Wage Statement Number" by adding the total number of wage statements that he or she received during the Class Period containing the "SHIFT2" pay code. Then, each Class Member's total wage statements will be divided by the total number of wage statements containing "SHIFT2" wages received by all Class Members and multiplied against the Net Settlement Amount.

Defendant's records indicate that you received _____ wage statements containing the "SHIFT2" pay code during the Class Period. Based on this estimate and Defendant's records, your estimated payment as a Class Member would be \$ _____.

If you dispute your wage statement count, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before _____. You should submit to the Settlement Administrator documentation to support your position. The Settlement Administrator's determination is conclusive, final and binding. The Settlement Administrator will make its determination within seven calendar days of receiving your dispute. If you are still dissatisfied with the assessment of your Individual Wage Statement Number, you may choose to opt out of the settlement as set forth below, provided you do so prior to the Response Deadline.

NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULA SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR INDIVIDUAL WAGE STATEMENT NUMBER LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did Defendant Join in This Notice?*

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at [list claims administrator's website].

6. Who Is the Plaintiff in This Class Action?

Dirk Spencer is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of other Class Members.

7. Who Are the Attorneys Representing the Plaintiff?

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

*Please contact Plaintiff's attorneys should you have any questions regarding this settlement.

8. What are my Rights? How will my Rights be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Payment. If you do not cash your check within 180 days, your Individual Settlement Payment will be sent to Legal Aid at Work.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. You may object to any of the terms in the agreement, including but not limited to the proposed attorneys' fees, Plaintiff's incentive awards, settlement administrator's payment, and Labor Workforce and Development Agency ("LWDA") payment. The Objection must be signed by you and include your full name, most current address, most current telephone number, dates of your employment with Defendant, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than _____. Late Objections will not be considered. If you are represented by an attorney, your attorney must file and serve upon the Parties' counsel a notice of appearance.

If you wish, you may also appear at the Final Approval Hearing set for _____, at _____ a.m. in Dept. 23 of the Alameda Superior Court and discuss your objections with the Court and the Parties. Note, you can still appear at the Final Approval Hearing and object even if you did not submit a written objection. You are also advised that the Court will issue a tentative ruling the day before the Final Approval Hearing, which is available to the general public at

<http://www.alameda.courts.ca.gov/pages.aspx/domainweb>. A tentative ruling means just that, i.e., the way the Court is inclined to rule unless someone at the hearing can persuade the Court to rule otherwise. If you disagree with the Court's tentative ruling, you must notify the Court and the Parties' attorneys at the contact information listed above and the Court's clerk by 4:00 p.m. on the court day before the Final Approval hearing.

The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be postmarked no later than _____. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement.

Effect of the Settlement on Your Rights

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and will fully and finally release and discharge Defendant, and any of its predecessors, if any, as well as each of its respective predecessors, successors, companies, divisions, subsidiaries, shareholders, and parents, and collectively, their respective former, current and future directors, officers, employees, assigns, heirs, executors, administrators, and beneficiaries (the "Released Parties") from:

- a. All claims based on the facts alleged in the operative Complaint that accrued at any time from September 10, 2018, through October 23, 2020, and specifically claims for Failure to Provide Inaccurate Wage Statements pursuant to Labor Code sections 226 and 226.3;
- b. All claims for penalties under the California Private Attorneys' General Act predicated on the violations of Labor Code sections 226, and 226.3, based on the facts as alleged in the operative Complaint that accrued at any time from September 10, 2018, through October 23, 2020.

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Fund of \$115,000. The attorneys are seeking a fee of \$38,333.33 as well as reimbursement of their costs, up to \$7,500. Plaintiff is seeking an enhancement award of \$5,000 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be \$***. The Labor Workforce and Development Agency ("LWDA") will receive \$15,000 from the Settlement, which is allocated as required by California Labor Code § 2699. All of these amounts are to be deducted from the Gross Settlement Amount of \$115,000, with the remainder available for distributions to Participating Class Members. While the \$115,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, Plaintiff, the LWDA, and the Settlement Administrator, and deducted from the Gross Settlement Fund, will be determined by the Court at the Final Approval Hearing.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS

You may call Class Counsel, Dennis S. Hyun (213-488-6555), or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Settlement Administrator.

***** Settlement Administrator
c/o *****
[ADDRESS]
[Toll Free Telephone Number]

All documents submitted to the Court regarding this Settlement, including the operative complaint, may be accessed at (list claims administrator's website). The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "Domain Web," at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter RG19034467, as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. If your address has changed, please contact the Settlement Administrator.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

1 PROOF OF SERVICE

2 I, Megan Tittle, am employed by POLARIS LAW GROUP LLP, in the County of San Benito,
3 California. I am over the age of 18 and not a party to the within action. My business address is
4 501 San Benito Street, Suite 200, Hollister, California 95023.

5 On this date I caused to be served the **JOINT STIPULATION OF CLASS ACTION**
6 **SETTLEMENT** on the parties in this action, by placing copies of the same in envelopes, addressed as
7 follows and delivered in the manner indicated:

8 Mollie M. Burks, Esq.
9 Sat Sang S. Khalsa, Esq.
10 Gordon Rees Scully Mansukhani, LLP
11 275 Battery Street
12 Suite 2000
13 San Francisco, CA 94111
14 mburks@grsm.com
15 skhalsa@grsm.com

16 X (By Mail) I caused each envelope, with postage prepaid to be placed in the United States mail at
17 Hollister, California. I am readily familiar with the business practices of the firm regarding the collection
18 and processing of correspondence for mailing with the United States Postal Service. Pursuant to such
19 business practices, and in the ordinary course of business, all correspondence is deposited with the United
20 States Postal Service on the same day it is placed for collection and mailing.

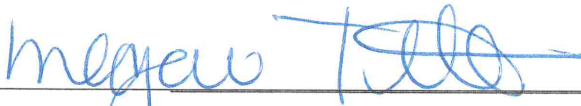
21 ___(By Courier) I delivered the envelopes to UPS who contracted to deliver the envelope to the
22 addressee on the ___ same day ___ next day.

23 ___(By Hand) I delivered the envelope to addressee.

24 ___(By Telecopier) I also caused each document to be sent by telecopier to the fax numbers stated above.
25 The transmissions were reported as complete and without error.

26 X (By E-Mail) I caused each document to be send via e-mail to the e-mail stated above. The
27 transmission was reported as complete and without error.

28 I declare under penalty of perjury that the foregoing is true and correct. Executed at Hollister, CA
on February 19, 2021.

29 
30 _____
31 Megan Tittle