

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO

Zaid Hassan v. WestPac Labs, Inc.
Case No. 37-2021-00008722-CU-OE-CTL

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid or non-exempt employees of Defendant WestPac Labs, Inc. (“Defendant”) within the State of California at any time during the period from February 26, 2020, through June 28, 2022.

The Superior Court of California, County of San Diego, has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned class and representative action (referred to in this Notice as the “Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from February 26, 2020, through June 28, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Defendant indicate you may be a Class Member in this Action. The Settlement will resolve all Class Members' Released Claims and PAGA Released Claims, as described in further detail below, from February 26, 2020, through June 28, 2022 (the "Class Period").

A Preliminary Approval Hearing was held on August 26, 2022, in the Superior Court of California, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court has determined there is sufficient evidence to suggest the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on January 27, 2023, at 9:00 a.m., before the Honorable James A. Mangione, at the Superior Court of California, County of San Diego (Hall of Justice), located at 330 West Broadway, San Diego, California 92101, Department C-75.

2. *What Is This Case About?*

On February 26, 2021, Plaintiff Zaid Hassan ("Plaintiff Hassam") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of his claim that he was entitled to civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), including the specific provisions of the Labor Code that he contends were violated and the theories supporting his contentions. On March 1, 2021, Plaintiff Hassan filed a wage-and-hour class action ("Class Action Lawsuit") lawsuit in the Superior Court of California, County of San Diego, Case Number 37-2021-00008722-CU-OE-CTL, alleging the following violations: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201, 202, and 203 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200, *et seq.*

On May 5, 2021, Plaintiff Hassan filed a representative PAGA action in the Superior Court of California, County of San Diego, Case Number 37-2021-00020092-CU-OE-CTL ("PAGA Action"), alleging the following claims: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to timely pay wages during employment; (4) failure to timely pay wages upon termination; (5) failure to provide complete and accurate wage statements; and (6) failure to reimburse business expenses.

On April 24, 2022, the Parties attended mediation for both cases with the experienced mediator Lynn Frank that resulted in the settlement of both cases via a mediator's proposal subject to the Court's approval. Pursuant to the settlement, Plaintiffs filed a First Amended Complaint in the Class Action Lawsuit that added a PAGA cause of action, added factual allegations and theories of liability, added Plaintiff Rebecca Cummins ("Plaintiff Cummins") as an additional plaintiff, and adjusted the Class definition. The Parties further agreed that the PAGA Action would be dismissed as part of the settlement.

The Court has **not** made any determination as to whether the claims advanced by Plaintiffs have any merit. It has not been decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides have agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the Action, the Parties avoid the risks and costs of a trial.

Defendant denies all allegations made by Plaintiffs, individually and on behalf of Class Members, in the Action and denies liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Action. The Settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

3. Am I A Class Member?

You are a Class Member if you are a current and former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from February 26, 2020, through June 28, 2022. If you qualify as a Class Member, you could receive money from the class action portion of the Settlement. Additionally, if you qualify as a Class Member, you will receive money from the PAGA Portion of the Settlement, even if you opt out of the class action portion of the Settlement.

4. How Does This Settlement Work?

Through this Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by Defendant as hourly-paid or non-exempt employees in California at any time during the Class Period. Plaintiffs and other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a free copy.

5. Who Are The Attorneys Representing The Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
<p align="center">JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Talia Lux 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259</p>	<p align="center">DAVIS WRIGHT TREMAINE LLP Camilo Echavarria Vandana Kapur Raina Singer 865 S Figueroa Street, Suite 2400 Los Angeles, CA 90017 Telephone: (213) 633-6800 Facsimile: (213) 633-6899</p>

The Court has decided that Justice Law Corporation is qualified to represent the Class Members simultaneously for the purposes of this Settlement. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** **You do not have to do anything to receive payment under this Settlement.** If you do nothing and the Court grants final approval of the Settlement, you will be included in the class action portion of the Settlement and will receive an Individual Settlement Share (explained below) based on the total number of workweeks you were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period. You will release all the Released Claims as defined in Section No. 9 below and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may “opt out” using the form provided and as described in section 7 below, and you will not be included in the class action portion of the Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. Please note that you will still receive your portion of the PAGA Payment and be bound by the PAGA Released Claims as defined in Section No. 9 below even if you opt out of the class action portion of the Settlement. Your right to pursue a claim pursuant to PAGA will be extinguished, regardless of whether or not you opt out.
- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection, in the manner described in section 8 below. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case.

7. *How Do I Opt Out Or Exclude Myself From The Class Action Portion Of The Settlement?*

If you do not wish to participate in the class action portion of the Settlement, **and do not want to receive an Individual Settlement Share**, you can exclude yourself from the Settlement (*i.e.*, “opt out”) by submitting a written document with the necessary information by the date and to the address stated below. A form (“ELECTION NOT TO PARTICIPATE IN (“OPT OUT” FROM) CLASS ACTION SETTLEMENT”) (the “Exclusion Form”) has been provided to you along with this Notice and can be used for this purpose. Alternatively, you can submit your own written document that includes all the same information included in the Exclusion Form. If you opt out of the Settlement, you will not be bound by the class action portion of the Settlement, and you will not release the Released Claims set forth in Section No. 9. In order to be valid, the Exclusion Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than November 7, 2022**, to: **WestPac Labs, Inc. Settlement Administrator, C/O PHOENIX CLASS ACTION SETTLEMENT ADMINISTRATORS, P.O. Box 7208, Orange, CA 92863**.

If you received a remailed Notice and Exclusion Form (collectively, known as the “Notice Packet”), whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an Exclusion Form. The envelope should indicate whether the Notice Packet has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the class action portion of the Settlement any Class Member who submits a complete and timely Exclusion Form as described in the preceding paragraph. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, including the Released Claims, if the Settlement receives final approval from the Court.

8. *How Do I Object To The Settlement?*

If you are a Class Member who disagrees with the Settlement and who does not opt out of the class action portion of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863 postmarked by November 7, 2022. If you received a remailed Notice Packet, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark a written objection. If you choose to object in writing, your objection must state: (1) the objecting person’s full name, address, and telephone number; (2) the words “Notice of Objection” or “Formal Objection;” (3) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (4) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (5) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may (though are not required to) appear at the Final Approval hearing, either in person or through their own counsel. Class Members' timely and valid objections to the Settlement will be considered even if the objecting Class Members do not appear at the Final Approval Hearing. The failure to file and serve a written objection does not waive Class Members' right to appear at and make an oral objection at the Final Approval hearing. Finally, Class Members may appear at the Final Approval hearing even if they do not file objections to the Settlement.

If the Court approves the Settlement over objections, objecting Class Members will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect my Rights? What Are The Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and its present and former members, owners, directors, officers, subsidiaries, parents, affiliates, successors, predecessors, related entities, and joint venturers, and each of their respective present and former officers, directors, stockholders, managers, agents, employees, assigns or legal representatives ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

The Released Claims means any and all wage-and-hour claims, rights, demands, liabilities, and causes of action of every nature and description whether pled or could have been pled arising from or related to the claims litigated in the Complaint against Defendant that arose during the Class Period. This Released Claims are based upon the following categories of allegations: (1) failure to pay minimum wages; (2) failure pay overtime wages; (3) failure to provide meal breaks or pay premium wages for noncompliant meal breaks; (4) failure to provide rest breaks or pay premium wages for noncompliant rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; (7) failure to pay all wages due during employment and upon termination of employment; (8) failure to pay all sick time due in accordance with California law; (9) failure to keep accurate records; (10) failure to provide employees with one day of rest; (11) violation of California's unfair business practices laws; (12) violation of California's unfair competition laws; and (13) any potential penalties, interests, or attorneys' fees associated with these causes of action under California law ("Released Claims").

B. PAGA Released Claims.

Even if Class Members submit timely and valid Exclusion Forms, they will still be bound by the PAGA portion of the Settlement. The PAGA Released Claims means all allegations and claims for civil penalties pursuant to PAGA based on any and all underlying Labor Code violations alleged in the Complaint or in the PAGA Notice that arose during the Class Period. This includes the alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226(e), 226.3, 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 ("PAGA Released Claims").

10. *How Much Can I Expect To Receive From This Settlement?*

Defendant will pay, subject to Court approval, a Gross Settlement Amount of \$1,200,000 to cover: (1) Individual Settlement Shares to all Class Members who do not submit a valid and timely request to exclude themselves from the class action Settlement ("Participating Class Members"); (2) Class Representative Enhancement Payments in an amount of \$10,000 to each Plaintiff; (3) Administration Costs to the Settlement Administrator in an amount currently estimated at \$11,500 but not to exceed \$15,000; (4) Attorney Fee Award to Class Counsel in an amount of \$420,000 and Cost Award to Class Counsel of up to \$20,000 supported by declaration; (5) PAGA Payment for settlement of claims under PAGA for \$100,000, seventy-five percent (75%) of which (\$75,000) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$25,000) shall be distributed to Class Members, on a pro rata basis, as a separate check.

After deducting the Class Representative Enhancement Payments, Administration Costs, Attorney Fee Award, Cost Award, and PAGA Payment, the estimated sum of \$650,000 is the “Net Settlement Amount,” which shall be distributed to all Participating Class Members.

The Individual Settlement Share will be calculated by the Settlement Administrator based on each Participating Class Member’s pro rata share of the Net Settlement Amount based on the Weeks Worked during the Class Period using the following formula: (i) the number of Week Worked by the Class Member as an hourly-paid or non-exempt employee during the Class Period, divided by (ii) the total number of Weeks Worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the Response Deadline, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ _____, less taxes. This is based on Defendant’s records showing that your number of Weeks Worked during the Class Period is ____.

If you believe the number of Weeks Worked are incorrect, you must do so in writing via first class mail, and it must be sent to P.O. Box 7208, Orange, CA 92863, postmarked on or before November 7, 2022. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share and/or employee portion of the PAGA Payment, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant’s records, Defendant’s records will be presumed determinative. Any evidence submitted will be carefully weighed, and the Parties’ counsel will make a final determination. If this Notice was remailed to you, you have an additional ten (10) days to submit a dispute.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

No later than twenty-one (21) calendar days after: (1) the date the Final Approval of the Settlement can no longer be appealed; or (2) the date the Court enters judgment granting Final Approval of the Settlement if there are no objectors and no Plaintiffs in intervention at the time the Court grants Final Approval of the Settlement, Defendant shall deposit the Gross Settlement Amount of \$1,200,000 by wiring the funds to the Settlement Administrator. Within fourteen (14) calendar days after the deadline to fund the Settlement, the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller’s Unclaimed Property Division in accordance with California Unclaimed Property Law.

11. *What Is The PAGA Payment?*

Under the terms of the Settlement, \$100,000 has been set aside as the PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$75,000) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$25,000) shall be distributed to Class Members, on a pro rata basis.

The portion of the PAGA Payment allocated to Class Members will be calculated by the Settlement Administrator based on their Weeks Worked during the Class Period using the following formula: (1) the number of Week Worked by the Class Member as an hourly-paid or non-exempt employee during the Class Period, divided by (2) the total number of Weeks Worked by all Class Members collectively during the Class Period, which is then multiplied by twenty-five percent (25%) of the PAGA Payment (\$25,000) allocated to Class Members.

Based on your total number of Weeks Worked, your portion of the PAGA Payment is \$_____. You are responsible for paying any federal, state, or local taxes owed as a result of this portion of the PAGA Payment. You will receive a separate check for your portion of the PAGA Payment.

Each Class Member's share of the PAGA Payment will be apportioned as one hundred percent (100%) penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval. In other words, even if you exclude yourself from the class action portion of the Settlement, you will still be paid your portion of the civil penalties described above.

12. *How Will The Attorneys For The Class And The Class Representative Be Paid?*

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$420,000) as the Attorney Fee Award, and up to \$20,000 as the Cost Award.

Defendant have paid all their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid a Class Representative Enhancement Payments, subject to Court approval.

13. *Final Approval Hearing*

The Court will hold a Final Fairness Hearing concerning the proposed settlement on January 27, 2023, at 9:00 a.m., before Honorable James A. Mangione, at the Superior Court of California, County of San Diego (Hall of Justice), located at 330 West Broadway, San Diego, California 92101, Department C-75. You are not required to appear at this hearing. Any changes to the Final Fairness Hearing date and time will be available on the website www.phoenixclassaction.com/westpac.

14. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "WestPac Labs, Inc. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Records Management Office at located at 330 West Broadway, San Diego, California 92101 between 8:30 a.m. and 4:00 p.m.

You may also contact the Settlement Administrator, whose contact information is indicated in the footer of this document. The Settlement Administrator will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.