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

13 SAUL ANDRADE, individually, and on
14 behalf of other aggrieved employees pursuant
15 to the California Private Attorneys General
Act;

16 Plaintiff,

17 vs.

18 MACH 1 GLOBAL SERVICES, INC., an
19 unknown business entity; and DOES 1
through 100, inclusive,

20 Defendants.

21 SAUL ANDRADE, individually, and on
22 behalf of other members of the general public
23 similarly situated;

24 Plaintiff,

25 vs.

26 MACH 1 GLOBAL SERVICES, INC., an
27 unknown business entity; and DOES 1
through 100, inclusive,

28 Defendants.

Case Nos.: RG20069104 (Lead)
RG21108078

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT AND RELEASE OF CLAIMS**

Judge: Hon. Evilio Grillo
Dept: 21
PAGA Complaint Filed: July 28, 2020
Class Complaint Filed: June 25, 2021
Trial: None

1 This First Amended Class and Representative Action Settlement Agreement and Release of
2 Claims (“Agreement,” “Settlement” or “Settlement Agreement”) is made and entered into by and
3 between Plaintiff Saul Andrade (“Plaintiff” or “Class Representative”), individually and on behalf of all
4 others similarly situated and the State of California as a proxy under the California Private Attorneys
5 General Act, California Labor Code § 2698, et seq., and Defendant Mach 1 Global Services, Inc.
6 (“Defendant”) (collectively with Plaintiff, the “Parties”), subject to judicial approval, as provided below.

7 The Parties hereby agree to supplant the Class and Representative Action Settlement Agreement
8 and Release of Claims entered into on or around October 25, 2022 with this First Amended Class and
9 Representative Action Settlement Agreement and Release of Claims.

10 By this Agreement the Parties intend to settle the Actions (defined below) and to fully, finally,
11 and forever resolve, discharge, and settle the Released Class Claims (defined below) and Released
12 PAGA Claims (defined below), subject to judicial approval of the terms set forth herein. If this
13 Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their
14 positions preceding this Agreement and Defendant shall retain all rights to challenge the Plaintiff’s
15 claims, trial plan, and/or the certification of any class.

16 **1. DEFINITIONS**

17 For the purposes of this Agreement, the Parties define the following terms. Each defined term
18 appears throughout in initial capital letters.

19 **1.1. “Actions”** refer collectively to the lawsuits entitled *Saul Andrade, individually,*
20 *and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act v.*
21 *Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104 (“PAGA
22 Action”) and *Saul Andrade, individually, and on behalf of other members of the general public similarly*
23 *situated v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG21108078
24 (“Class Action”).

25 **1.2. “Settlement Administration Costs”** refers to all costs payable from the Gross
26 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the
27 Settlement, as set forth in Section 5.1 below.

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1 **1.3. “Agreement”** refers to this First Amended Class and Representative Action
2 Settlement Agreement and Release of Claims, which includes all its recitals herein and all the attached
3 exhibits.

4 **1.4. “Class Counsel”** refers to **Lawyers for Justice, P.C.** For purposes of providing
5 any notices required under this Agreement, Class Counsel shall refer to, Edwin Aiwazian, Arby
6 Aiwazian, and Joanna Ghosh, and Annabel Blanchard of Lawyers for Justice, P.C., 410 West Arden
7 Avenue, Suite 203, Glendale, California 91203, (818) 265-1020, edwin@calljustice.com,
8 arby@calljustice.com, joanna@calljustice.com, and annabel@calljustice.com.

9 **1.5. “Attorneys’ Fees and Costs”** refers to the attorneys’ fees approved by the Court
10 for Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be
11 incurred by Class Counsel in connection with the resolution of the Actions, as set forth in Section 5.2
12 below.

13 **1.6. “Class Member”** or “Class” refers to all current and former hourly-paid or non-
14 exempt employees who worked for Defendant within the State of California at any time during the Class
15 Period (defined below).

16 **1.7. “Class Representative”** refers to Plaintiff Saul Andrade.

17 **1.8. “Class Representative Service Award”** refers to any payment that the Court
18 awards to the Class Representative for efforts in prosecuting the Actions and pursuing a recovery on
19 behalf of the Class Members, the PAGA Aggrieved Employee Group, and the State of California, as set
20 forth in Section 5.3 below.

21 **1.9. “Response Deadline”** refers to the deadline by which Class Members must
22 submit a Notice of Objection, Request for Exclusion, and/or dispute of the Eligible Workweeks credited
23 to them, which shall be the date that is **sixty (60) calendar** days from the initial mailing of the Class
24 Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in
25 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
26 open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that
27 Class Member shall be extended to the date that is fifteen (15) calendar days from the original Response
28 Deadline.

1 **1.10. “Court”** refers to the Judge presiding over the Consolidated Action.

2 **1.11. “Defendant”** refers to Mach 1 Global Services, Inc.

3 **1.12. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any
4 notices required under this Agreement, Defense Counsel shall refer to Brian Ashe and Timothy Hoppe,
5 Seyfarth Shaw LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105, (415) 397-2823,
6 bashe@seyfarth.com; thoppe@seyfarth.com.

7 **1.13. “Effective Date”** means the later of (a) the Court’s final approval of the
8 Settlement Agreement with issuance of a Final Approval Order, if no objections to the Class Settlement
9 have been submitted to the Court, (b) the time of appeal has expired if an objection to the Class
10 Settlement has been submitted to the Court and no appeal was filed, or (c) the final resolution of any
11 appeal or other review that has been filed with respect to the Court’s granting of final approval of the
12 Settlement Agreement.

13 **1.14. “Eligible Workweek”** refers to a workweek in which a Class Member was
14 employed by Defendant during the Class Period (defined below), and received any regular pay. Any
15 workweek in which the Class Member received only remuneration other than regular pay (such as Paid
16 Time Off, for example) will not be an Eligible Workweek.

17 **1.15. “Final Approval Hearing”** refers to the hearing at which the Court decides
18 whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet
19 all requirements for final approval.

20 **1.16. “Final Approval Order”** refers to the final order by the Court approving the
21 Settlement following the Final Approval Hearing.

22 **1.17. “Gross Settlement Amount”** refers to the payment Defendant is obligated to
23 make in connection with the Agreement: Three Hundred Sixty Thousand Dollars and Zero Cents
24 (\$360,000.00), plus the employer’s share of taxes and contributions in connection with the wages
25 portion of Individual Settlement Payments. In no event shall Defendant be obligated to pay more than
26 this amount. This sum includes all Individual Settlement Payments (including any employee share of
27 payroll taxes), any Class Representative Service Award, the PAGA Payment, Settlement Administration
28 Costs, and the Attorneys’ Fees and Costs.

1 **1.18. “Individual Settlement Payment”** refers to the amount calculated by the
2 Settlement Administrator to distribute to each Settlement Class Member as consideration for the Class
3 Settlement, as set forth in Section 5.5 below. The Individual Settlement Payment shall be paid from the
4 Net Settlement Amount in accordance with the formula set forth in Section 5.5.1 below.

5 **1.19. “Judgment”** refers to the judgment entered by the Court in the Consolidated
6 Action following the Final Approval Hearing.

7 **1.20. “Consolidated Action”** refers to the PAGA Action (Case No. RG20069104) and
8 the Class Action (Case No. RG21108078) consolidated for purposes of the Class and PAGA settlement
9 approval procedures, with the earlier filed PAGA Action designated as the lead case.

10 **1.21. “LWDA”** refers to the California Labor & Workforce Development Agency.

11 **1.22. “Net Settlement Amount”** refers to the Gross Settlement Amount less any Class
12 Representative Service Award, LWDA Payment, the PAGA Settlement Fund, Settlement
13 Administration Costs, and the Attorneys’ Fees and Costs. The Net Settlement Amount is the portion of
14 the Gross Settlement Amount that shall be distributed to Settlement Class Members, and shall be
15 distributed pursuant to the formula set forth in this Agreement.

16 **1.23. “Class Notice”** refers to the Notice of Class Action Settlement, substantially in
17 the form attached as Exhibit A.

18 **1.24. “Class Settlement”** means the settlement and release of Released Class Claims.

19 **1.25. “Notice of Objection”** refers to a Class Member’s valid and timely written
20 objection to the Class Settlement, which must be in writing and: (1) contain the name and case number
21 of the Consolidated Action (i.e., *Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior
22 Court Case No. RG20069104), (2) contain the full name, signature, address, telephone number, and the
23 last four digits of the social security number of the Class Member making the objection, (3) contain a
24 statement of the specific reason(s) for the objection, (4) attach all evidence and supporting papers
25 (including, without limitation, all briefs, written evidence, and declarations) upon which the objection is
26 based; and (5) be returned to the Settlement Administrator at the address specified in the Class Notice
27 postmarked or fax-stamped on or before the Response Deadline.

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1 **1.26. “Objector”** refers to a Class Member who has submitted a complete and timely
2 Notice of Objection.

3 **1.27. “PAGA Allocation”** refers to the portion of the Gross Settlement Amount that
4 shall be allocated toward civil penalties recoverable under the California Private Attorneys General Act,
5 California Labor Code Section 2698, et seq. (“PAGA”), of which seventy-five percent (75%) shall be
6 paid to the LWDA, and twenty-five percent (25%) will be distributed to the members of the PAGA
7 Aggrieved Employee Group (as defined below). The Parties have agreed to allocate Thirty-Six
8 Thousand Dollars and Zero Cents (\$36,000.00) of the Gross Settlement Amount to claims under PAGA.
9 Of this, Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) shall be payable to the LWDA
10 (“LWDA Payment”) and the remaining Nine Thousand Dollars and Zero Cents (\$9,000.00) shall be the
11 PAGA Settlement Fund that will be payable to the members of the PAGA Aggrieved Employee Group.

12 **1.28. “PAGA Notice”** refers to the letter sent on behalf of Plaintiff on May 21, 2020 to
13 the Labor Workforce and Development Agency and Defendant of his intent to pursue civil penalties
14 under the California Private Attorneys General Act, California Labor Code § 2698, et seq., as a proxy of
15 the State of California, for alleged violation of the California Labor Code and applicable Industrial
16 Welfare Commission Wage Orders with respect to alleged aggrieved employees, which was assigned
17 LWDA Case No. LWDA-CM-787579-20.

18 **1.29. “PAGA Period”** refers to the period from May 21, 2019 through the date of the
19 Preliminary Approval Order.

20 **1.30. “PAGA Settlement”** means the settlement and release of Released PAGA
21 Claims.

22 **1.31. “PAGA Settlement Fund”** refers to the 25% portion of the PAGA Allocation
23 that will be distributed to the PAGA Aggrieved Employee Group pursuant to the formula set forth in
24 Section 5.4.3, below.

25 **1.32. “PAGA Aggrieved Employee Group”** shall be comprised of all current and
26 former hourly-paid or non-exempt employees who worked for Defendant within the State of California
27 at any time during the PAGA Period.

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1 **1.33. “PAGA Settlement Payment”** refers to the amount calculated by the Settlement
2 Administrator to distribute to each member of the PAGA Aggrieved Employee Group. Members of the
3 PAGA Aggrieved Employee Group shall be issued payment for their pro rata share of the PAGA
4 Settlement Fund regardless of whether they opt out of the Class Settlement.

5 **1.34. “Plaintiff”** refers to Saul Andrade.

6 **1.35. “Preliminary Approval Order”** refers to the order entered by the Court granting
7 preliminary approval of the Settlement.

8 **1.36. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
9 pursuant to U.S. Treasury Regulation Section 468B-1.

10 **1.37. “Released Class Claims”** refers to all claims under state, federal, or local law,
11 whether statutory, in tort, contract, or otherwise, pleaded in the Class Action Complaint (defined below),
12 or that could have been pleaded based on the facts pleaded in the Class Action Complaint (defined
13 below) , arising during the period July 28, 2016 through and including the date the Court grants
14 Preliminary Approval of the Settlement, against Released Parties (defined below), including but not
15 limited to claims under the California Labor Code (but not including California Labor Code § 2698, et
16 seq.), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of
17 law, for failure to pay all wages due (including minimum wage and overtime wages), failure to pay for
18 all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal
19 and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or
20 underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay
21 wages, failure to timely pay final wage, failure to maintain payroll and employment records, failure to
22 furnish accurate wage statements including claims derivative and/or related to these claims, liquidated
23 damages, conversion of wages, pre and post-shift work, record-keeping violations, claims regarding
24 failure to reimburse business expenses, and unfair business practices pursuant to California Business &
25 Professions Code § 17200 et seq. based on the aforementioned.

26 **1.38. “Released Parties”** refers to Mach 1 Global Services, Inc. and all of its
27 predecessors, successors, subsidiaries, parents, corporate affiliates, assigns, and related entities, and all
28 of their respective officers, directors, employees, agents, servants, registered representatives, attorneys,

1 insurers, successors and assigns, and any other persons acting by, through, under or in concert with any
2 of them.

3 **1.39. “Released PAGA Claims”** means all claims that the State of California or
4 LWDA could bring, for which civil penalties are recoverable under California Labor Code § 2698, et
5 seq. for violations of the California Labor Code and California Industrial Welfare Commission Wage
6 Orders with respect to Defendant’s employment of members of the PAGA Aggrieved Employee Group,
7 that were raised in the PAGA Notice (defined above) and/or PAGA Complaint (defined below), or
8 reasonably could have been raised in the PAGA Notice (defined above) and/or PAGA Complaint
9 (defined below), arising during the PAGA Period (defined above) against Release Parties (defined
10 above), including but not limited to all claims for violations of the California Labor Code and California
11 Industrial Welfare Commission Wage Orders for failure to pay all wages due (including minimum wage
12 and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to
13 provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal
14 and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of
15 meal periods, failure to timely pay wages, failure to timely pay final wage, failure to maintain payroll
16 and employment records, failure to furnish accurate wage statements including claims derivative and/or
17 related to these claims, conversion of wages, pre and post-shift work, record-keeping violations, and
18 claims regarding failure to reimburse business expenses.

19 **1.40. “Request for Exclusion”** refers to a valid and timely, written, opt-out request
20 submitted by a Class Member indicating a request to be excluded from the Class Settlement. The
21 Request for Exclusion must be in writing and: (1) contain the name and case number of the Consolidated
22 Action (i.e., *Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No.
23 RG20069104), (2) contain the full name, signature, address, telephone number, and the last four digits of
24 the social security number of the Class Member requesting to opt-out from the Class Settlement, (3)
25 contain a clear statement that the Class Member does not wish to be included in the Class Settlement,
26 and (4) be returned to the Settlement Administrator at the address specified in the Class Notice
27 postmarked or fax-stamped on or before the Response Deadline.

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1 **1.41. “Settlement Administrator”** refers to Phoenix Class Action Administration
2 Solutions (“Phoenix”), the third-party administrator the Parties have selected, subject to Court approval,
3 to administer this Settlement. The Parties each represent that they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
5 could create a conflict of interest.

6 **1.42. “Settlement Class Members”** refers to all Class Members who do not submit a
7 timely and valid Request for Exclusion.

8 **1.43. “Class Period”** refers to the period from July 28, 2016 through the date of the
9 Preliminary Approval Order.

10 **2. RECITALS AND PROCEDURAL HISTORY**

11 **2.1. Allegations in the Actions.** On July 28, 2020, Plaintiff Saul Andrade filed a
12 Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, et
13 seq. (the “PAGA Complaint”), on behalf of himself and the State of California as a proxy pursuant to the
14 California Private Attorneys General Act (with respect to other aggrieved employees), alleging a cause
15 of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code § 2698, et
16 seq. (“PAGA”), initiating the PAGA Action. On September 16, 2020, Defendant filed an Answer to the
17 PAGA Complaint denying all allegations. On June 25, 2021, Plaintiff Saul Andrade filed a Class Action
18 Complaint for Damages, on behalf of himself and other members of the general public similarly
19 situated, alleging and asserting claims for (1) unpaid overtime in violation of California Labor Code §§
20 510 and 1198; (2) unpaid meal period premiums in violation of California Labor Code §§ 226.7 and
21 512(a); (3) unpaid rest period premiums in violation of California Labor Code § 226.7; (4) unpaid
22 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (5) failure to timely
23 pay final wages in violation of California Labor Code § 201, 202 and 203; (6) failure to timely pay
24 wages during employment in violation of California Labor Code § 204; (7) non-compliant wage
25 statement in violation of California Labor Code § 226(a); (8) failure to keep requisite payroll records in
26 violation of California Labor Code § 1174(d); (9) failure to reimburse for business expenses in violation
27 of California Labor Code §§ 2800 and 2802; and (10) violation of California Business and Professions
28 Code § 17200, et seq. (the “Class Action Complaint”), initiating the Class Action. On September 23,

1 2021, Defendant filed an Answer to the Class Action Complaint denying all allegations.

2 **2.2. Stipulation to Consolidated the Actions.** To effectuate the Settlement
3 efficiently and before a single Court, the Parties agreed, subject to Court approval to file, for settlement
4 purposes only, a Joint Stipulation to Consolidate the PAGA Action and the Class Action and to
5 designate the earlier filed PAGA Action as the lead case for purposes of the settlement approval
6 procedures, incorporating all of the claims and Parties in the Actions under a single master caption. On
7 April 11, 2022, the Court entered an order consolidating the PAGA Action and the Class Action for
8 purposes of class action and PAGA settlement, and designating the PAGA Action as the lead case for
9 purposes of the class action and PAGA settlement approval procedures.

10 **2.3. Defendant's Denials.** Defendant denies (1) all the material allegations in the
11 Actions (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest,
12 restitution, attorneys' fees, or costs, or for any other compensation or remedy with respect to anyone on
13 account of the claims asserted in the Actions, and (4) that class certification, or representative treatment
14 is appropriate as to any claim in the Actions. Defendant contends that its policies, procedures, and
15 practices comply with all applicable laws asserted in the Actions. Nonetheless, without admitting any
16 liability or wrongdoing whatsoever and without admitting that class certification or representative
17 treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed
18 to settle the Actions on the terms set forth in this Agreement, to avoid the burden, expense, and
19 uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement
20 purposes only.

21 **2.4. Class Counsel's Investigation.** Class Counsel represent that they have
22 conducted a sufficiently thorough investigation into the claims of the Actions. Based on their own
23 independent investigation and evaluation and all known facts and circumstances, including the risk of
24 significant defenses asserted by Defendant, Class Counsel are of the opinion that the Agreement is fair,
25 reasonable, and adequate and is in the best interests of the Settlement Class and the State of California.

26 **2.5. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
27 Defendant with a view toward achieving substantial benefits for the Class Members and the State of
28 California, while avoiding the cost, delay, and uncertainty of further litigation. Plaintiff and Class

1 Counsel urge approval of this Agreement after considering (1) the factual and legal defenses to the
2 claims asserted, which render uncertain the ultimate outcome of the Actions and class certification, (2)
3 the potential difficulties Plaintiff and Class Members would encounter in establishing their claims and
4 maintaining class or representative treatment, (3) the substantial benefits that Class Members, the State
5 of California, and members of the PAGA Aggrieved Employee Group would receive under this
6 Agreement, (4) that this Agreement provides Class Members the State of California, and members of the
7 PAGA Aggrieved Employee Group monetary relief in an expeditious and efficient manner, compared to
8 any manner of recovery possible after litigation and potential appeal, and (5) that this Agreement allows
9 Class Members to opt out of the Class Settlement.

10 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the
11 Court's certification of the Class under California Code of Civil Procedure section 382 for settlement
12 purposes only, and upon the Court's approval of a PAGA representative action releasing the Released
13 PAGA Claims for settlement purposes only. Defendant does not waive, and instead expressly reserves,
14 the right to challenge the propriety of class certification or representative treatment for any other
15 purpose should the Court not approve the Agreement.

16 **3. NOTICE TO CLASS MEMBERS**

17 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
18 attached as Exhibit A and include the amount of the settlement, a calculation of the Class Members'
19 anticipated share of the Net Settlement Amount, a calculation of the PAGA Aggrieved Employee Group
20 member's share of PAGA Settlement Fund, and the full amounts of the Attorneys' Fees and Costs, Class
21 Representative Service Award, and Settlement Administration Costs contemplated, the terms of the
22 release, the procedure to opt out of the Class Settlement through a Request for Exclusion, the procedure
23 to object to the Class Settlement, and the date, time, and location of the Final Approval Hearing. No
24 claim form will be required to participate in the settlement.

25 **3.2. Settlement Administrator.** The Parties select Phoenix as the Settlement
26 Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing
27 notices to Class Members, establishing a QSF, obtaining appropriate tax identification number(s),
28 calculating Individual Settlement Payments (including all required tax withholdings and payments), and

1 PAGA Settlement Payments, distributing all payments and tax forms due under the Settlement, remitting
2 all tax payments and requisite reporting documentation to taxing authorities, and the other duties
3 associated with settlement administration, including those specified in this Agreement. Any dispute
4 relating to the settlement administration will, after good-faith efforts by the Parties to resolve the
5 dispute, be referred to the Court.

6 **3.3. Class Data for the Settlement Administrator.** Within thirty (30) calendar days
7 of preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a
8 confidential class list (“Class Data”) containing, for each Class Member: (1) the full name; (2) employee
9 ID number; (3) last known address and telephone number; (4) number of Eligible Workweeks worked
10 during the Class Period and PAGA Period; and (5) social security number. This information shall be
11 used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the
12 class data provided by Defendant strictly confidential and shall use the class data only for the purposes
13 described in this Agreement. It shall not be shared with Class Counsel.

14 **3.4. Mailing Materials to Class Members.** Within fifteen (15) calendar days of the
15 receipt of the Class Data discussed immediately above in Section 3.3, the Settlement Administrator shall
16 perform a search of the U.S. Postal Service’s National Change of Address Database (“NCOA”) to
17 update the last known addresses of Class Members, and then send the Class Notice to Class Members to
18 their last known address via First Class U.S. Mail. Any mailing returned to the Settlement
19 Administrator as undeliverable shall be sent within five (5) calendar days via First Class U.S. Mail to
20 any available forwarding address. If no forwarding address is available, then the Settlement
21 Administrator shall attempt to determine the correct address by using a computer-based skip-trace
22 search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail within ten (10) calendar
23 days. If the last known address is not available for a Class Member, then the Class Notice for that Class
24 Member will be deemed undeliverable. Only one re-mailing is required. If a Class Member cannot be
25 located within two attempts at mailing, then the Class Notice for that Class Member will be deemed
26 undeliverable. It is the intent of the Parties that reasonable means be used to locate Class Members.

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1 **3.5. Proof of Mailing.** At least twenty (20) calendar days prior to the Final Approval
2 Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing
3 with regard to mailing of the Class Notice to Class Counsel and Defense Counsel, which they shall in
4 turn provide to the Court. This declaration shall also include information regarding the number and
5 names of Class Members who submitted valid and timely Requests for Exclusion and shall also attach
6 copies of all Notices of Objection that the Settlement Administrator has received from Class Members.

7 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

8 **4.1. Response Deadline.**

9 **4.1.1. Submission of Requests for Exclusions, Notice of Objections, and/or**
10 **dispute of the Eligible Workweeks.** Class Members will have until the Response Deadline to submit
11 their written Requests for Exclusions, Notice of Objections, and/or dispute of the Eligible Workweeks to
12 the Settlement Administrator. The process and requirements for submitting Requests for Exclusions,
13 Notice of Objections, and dispute of Eligible Workweeks is detailed below. A Class Member who
14 excludes himself or herself from the Class Settlement shall lose standing to object. Except as
15 specifically provided herein, no Class Member response of any kind that is postmarked or fax-stamped
16 after the Response Deadline shall be considered absent agreement of the Parties.

17 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
18 opportunity to opt out of the Class Settlement.

19 **4.2.1. Opt Out Procedure.** Class Members may opt out of the Class Settlement
20 by mailing the Settlement Administrator a valid and timely Request for Exclusion. A Request for
21 Exclusion, to be valid, must be signed by the Class Member or his or her authorized representative, must
22 contain the required information as set forth in Section 1.40 of this Settlement Agreement, and must be
23 returned by fax or mail to the Settlement Administrator at the address and/or facsimile number specified
24 in the Class Notice, postmarked or fax-stamped on or before the Response Deadline. The date of the
25 postmark on the return mailing envelope or fax-stamp on the submission of the Request for Exclusion
26 will be deemed the exclusive means for determining that the Request for Exclusion is timely. Any
27 Request for Exclusion that does not include all of the required information or that is not submitted in a
28 timely manner will be deemed ineffective. If there is a dispute regarding the timeliness or validity of a

1 Request for Exclusion, then the Settlement Administrator shall make the determination, after
2 consultation with Class Counsel and Defense Counsel.

3 **4.2.2. Deficiency Notices.** Within ten (10) calendar days after receipt by the
4 Settlement Administrator of each timely-submitted Request for Exclusion, the Settlement Administrator
5 will send a deficiency notice to the Class Members addressing any irregularities in the Request for
6 Exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
7 notice will provide the Class Members fourteen (14) calendar days from the mailing of the deficiency
8 notice to submit (by mail or fax) a written response to cure all deficiencies. The failure of a Class
9 Member to cure all deficiencies in a timely manner shall invalidate a Request for Exclusion and will not
10 be subject to cure.

11 **4.2.3. Effect of Request for Exclusion.** Any Class Member who opts out of the
12 Class Settlement by submitting a Request for Exclusion may not submit an Objection and shall not
13 receive any Individual Settlement Payment, and shall not be bound by the Class Settlement. Members
14 of the PAGA Aggrieved Employee Group shall be issued payment for their pro rata share of the PAGA
15 Settlement Fund regardless of whether they opt out of the Class Settlement. Each Class Member who
16 properly submits a Request for Exclusion as provided for in this Agreement shall not affect the
17 settlement and release of the Released PAGA Claims as to the Release Parties, and members of the
18 PAGA Aggrieved Employee Group will be precluded from acting as an agent and proxy of the State of
19 California and LWDA to bring or otherwise pursue Released PAGA Claims against any of the Release
20 Parties. If a Class Member submits both a Request for Exclusion and an Objection, then the Request for
21 Exclusion will be valid and will invalidate the Objection. Each Class Member who does not submit a
22 timely, valid Request for Exclusion shall be bound by the Class Settlement.

23 **4.2.4. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the
24 number of Class Members who opt out from the Class Settlement by submitting Requests for Exclusion
25 meets or exceeds 10% of the total number of Class Members, then Defendant may, in the exercise of its
26 sole discretion, abrogate this Agreement. Defendant’s right expires fifteen (15) business days after the
27 expiration of the Response Deadline. In the event Defendant exercises this option, the costs of
28 administration shall be borne by Defendant.

1 **4.3. Objections.** Class Members who do not submit a Request for Exclusion (i.e.,
2 Settlement Class Members) shall be entitled to object to the terms of the Class Settlement.

3 **4.3.1. Objection Procedures.** To object to the Class Settlement, Class
4 Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may
5 present their objection orally at the Final Approval Hearing and/or submit a timely and complete
6 Notice of Objection to the Settlement Administrator. The Notice of Objection must be signed by the
7 Settlement Class Member or his or her authorized representative and contain the required information
8 as set forth in Section 1.25 of this Settlement Agreement. The date of the postmark on the return
9 mailing envelope or fax-stamp on the submission of the Notice of Objection will be deemed the
10 exclusive means for determining that the Notice of Objection is timely. Settlement Class Members
11 who submit a Notice of Objection may also present their objection orally at the Final Approval
12 Hearing. Settlement Class Members who submit a Notice of Objection remain bound by the Class if the
13 Agreement is approved by the Court.

14 **4.3.2. Waiver of Objection Rights.** Settlement Class Members who fail to
15 submit an objection to the Class Settlement in the manner specified in the Class Notice shall be deemed
16 to have waived any objection to the Class and shall be foreclosed from objecting to the Class Settlement,
17 whether by appeal or otherwise. Class Members do not have the right to object to or seek exclusion
18 from the PAGA Settlement.

19 **4.4. Dispute Regarding Eligible Workweeks.** Class Members will have an
20 opportunity to dispute the number of Eligible Workweeks to which they have been credited, as reflected
21 in their respective Class Notices. In order to dispute Eligible Workweeks, Class Members must submit a
22 written letter to the Settlement Administrator that: (1) contains the name and case number of the
23 Consolidated Action (i.e., *Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court
24 Case No. RG20069104); (2) contains the full name, telephone number, last four digits of their social
25 security number, and current address of the Class Member disputing his or her Eligible Workweeks; (3)
26 contains a clear statement that the Class Member disputes the number of Eligible Workweeks credited to
27 him or her and what he or she contends is the correct number to be credited to him or her; (4) contains
28 information and/or attach documentation demonstrating that the number of Eligible Workweeks that he

1 or she contends should be credited to him or her are correct; and (5) is returned by fax or mail to the
2 Settlement Administrator at the address and/or facsimile number specified in the Class Notice,
3 postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return
4 mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a
5 dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and
6 data as they pertain to the number of Eligible Workweeks to be credited to a disputing Class Member,
7 Defendant's records will be presumed correct and determinative of the dispute. However, if a Class
8 Member produces information and/or documents to the contrary, the Settlement Administrator will
9 evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and
10 determine the number of Eligible Workweeks that the disputing Class Member should be credited with
11 under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant's
12 Counsel of the fact that a Class Member has made a dispute and advise them of the outcome.

13 **4.5. Proof of Class Members' Responses.** At least thirty (30) calendar days prior to
14 the Final Approval Hearing, the Settlement Administrator will prepare a declaration to submit to the
15 Court regarding the mailing of the Class Notice, the inability to deliver any mailing due to invalid
16 addresses, the number of any Requests for Exclusion received (and names of individuals who submitted
17 valid and timely Request for Exclusion), and the number of any Notices of Objection received (and
18 attach the Notices of Objection).

19 **4.6. Binding Effect of Class Settlement.** Although a Class Member might not
20 receive the Class Notice, and might not timely submit an objection or a Request for Exclusion because
21 of inability to locate the Class Member's current address, that Class Member shall nonetheless be bound
22 by the Class Settlement.

23 **4.7. No Interference with Class Member Responses.** Each Party agrees not to
24 encourage any Class Member to submit an objection or a Request for Exclusion and agrees not to
25 retaliate against any Class Member for participating or not participating in the settlement that this
26 Agreement contemplates.

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1 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

2 **5.1. Settlement Administration Costs.** The Settlement Administrator will be paid
3 for the reasonable costs of administration of the Settlement and distribution of payments under the
4 Settlement, which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents
5 (\$7,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
6 approval, will include, *inter alia*, all fees and costs for, among other things, printing, copying,
7 formatting, postage, envelopes, computer searches to locate addresses, calculation of payments to
8 Settlement Class Members and members of the PAGA Aggrieved Employee Group, calculation of
9 applicable payroll withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any
10 costs associated with the process for any uncashed settlement checks, and any other expenses the
11 Settlement Administrator incurs to complete the settlement process according to the terms of this
12 Agreement. To the extent actual Settlement Administrations Costs are greater than the estimated
13 amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject
14 to Court approval. Any portion of the estimated, designated, and/or awarded Settlement
15 Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator
16 to undertake the required settlement administration duties shall be a part of the Net Settlement
17 Amount to be distributed to Settlement Class Members. The amount of Administrative Costs is not a
18 material term of this Agreement. If this Agreement is not finally effectuated, then any Administrative
19 Costs incurred to date will be paid in equal parts by Defendant and Plaintiff, except if Defendant
20 exercises its right to abrogate the Agreement under Section 4.2.4, Defendant shall be responsible for
21 payment of all Administrative Costs incurred to date.

22 **5.2. Attorneys' Fees and Costs.** Class Counsel intend to request—and Defendant
23 agrees not to oppose—that the Court award Attorneys' Fees and Costs, to be drawn from the Gross
24 Settlement Amount, for (a) attorneys' fees of One Hundred, Twenty Thousand Dollars and Zero Cents
25 (\$120,000.00), which represents one-third of the Gross Settlement Amount and (b) litigation costs and
26 expenses actually incurred in the Actions, supported by adequate documentation, in an amount not to
27 exceed Twenty Four Thousand Dollars and Zero Cents (\$24,000.00). If the Court grants final approval
28 of the Settlement, Defendant shall have no liability for any other attorneys' fees or costs. To the extent

1 that the Court approves less than the amount of Attorneys' Fees and Costs requested by Class Counsel,
2 the difference between the requested and awarded amounts will remain part of the Net Settlement
3 Amount to be distributed to Settlement Class Members on a proportional basis as set forth in Sections
4 5.5, below.

5 **5.2.1. Approval of Attorneys' Fees and Costs Not Material.** The Court's
6 approval of the Attorneys' Fees and Costs in the amount requested is not a material term of this
7 Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall
8 still remain in effect and the difference between the Attorneys' Fees and Costs sought by Class Counsel
9 and the amount awarded by the Court will remain part of the Net Settlement Amount.

10 **5.2.2. Timing of Attorneys' Fees and Costs Payment.** The Settlement
11 Administrator shall issue the Attorneys' Fees and Costs payment within thirty (30) calendar days after
12 the Effective Date. Within ten (10) calendar days after the Effective Date, the Settlement Administrator
13 shall request instructions from Class Counsel as to how any approved Attorneys' Fees and Costs shall be
14 paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to
15 Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on any
16 Attorneys' Fees and Costs payment and shall indemnify and hold harmless Defendant from any claim or
17 liability for taxes, penalties, or interest arising as a result of the Attorneys' Fees and Costs payment.

18 **5.3. Class Representative Service Award.** Class Counsel intends to request—and
19 Defendant agrees not to oppose—that the Court award a Class Representative Service Award to the
20 Class Representatives in an amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to the Class
21 Representative, to be drawn from the Gross Settlement Amount. Any Class Representative Service
22 Award would be in addition to the Class Representative's Individual Settlement Payment and PAGA
23 Settlement Payment. To the extent that the Court approves less than the amount of Class Representative
24 Service Award that Class Counsel request, the difference between the requested and awarded amounts
25 will be part of the Net Settlement Amount and distributed to Settlement Class Members on a
26 proportional basis relative to the size of their claims as set forth in Sections 5.5, below.

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1 **5.3.1. Class Representative Service Award Not Material.** The Court's
2 approval of the Class Representative Service Award is not a material term of this Agreement. If the
3 Court does not approve or approves only a lesser amount than that requested for a Class Representative
4 Service Award, then the other terms of this Agreement shall still remain in effect and the difference will
5 remain part of the Net Settlement Amount.

6 **5.3.2. Timing of Class Representative Service Award.** The Settlement
7 Administrator shall pay any Class Representative Service Award within thirty (30) calendar days after
8 the Effective Date, and shall issue an IRS Form 1099 to the Class Representative. The Class
9 Representative shall be solely responsible for paying all applicable taxes on any Class Representative
10 Service Award and shall indemnify and hold harmless Defendant from any claim or liability for taxes,
11 penalties, or interest arising as a result of the Class Representative Service Award.

12 **5.4. PAGA Payment.** The Parties will seek approval for Thirty-Six Thousand Dollars
13 and Zero Cents (\$36,000.00) to be allocated to the PAGA Payment. Seventy-five percent (75%) of this
14 amount (i.e., \$27,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (i.e.,
15 \$9,000.00) shall be allocated to the PAGA Settlement Fund for the purpose of making PAGA Settlement
16 Payments to members of the PAGA Aggrieved Employee Group.

17 **5.4.1. Amount of PAGA Payment Not Material.** Any change in the requested
18 PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater
19 amount than that requested, the other terms of this Agreement shall still remain in effect. However,
20 some approval of a PAGA Payment is a material term of the settlement and this Agreement. If the Court
21 does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion,
22 void and unenforceable. In the event Defendant exercises this option, the costs of administration shall
23 be borne by Defendant.

24 **5.4.2. Timing of LWDA Payment.** The Settlement Administrator shall pay
25 seventy five percent (75%) of any approved PAGA Payment to the LWDA within thirty (30) calendar
26 days after the Effective Date.

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1 **5.4.3. Calculation of PAGA Settlement Payment.** For their PAGA Settlement
2 Payment, each member of the PAGA Aggrieved Employee Group will receive a portion of the PAGA
3 Settlement Fund based on the following formula:

4 PAGA Settlement Payment to a member of the PAGA Aggrieved Employee Group will
5 be calculated by dividing the number of Eligible Workweeks in the PAGA Period
6 attributed to the member of the PAGA Aggrieved Employee Group by all Eligible
7 Workweeks in the PAGA Period attributed to all the members of the PAGA Aggrieved
8 Employee Group, multiplied by the PAGA Settlement Fund.

9 **5.4.4. Distributing the PAGA Settlement Payments to Members of the**
10 **PAGA Employee Group Who Are Also Settlement Class Members.** For members of the PAGA
11 Aggrieved Employee Group who are also Settlement Class Members, the Settlement Administrator shall
12 add the individual recipient's PAGA Settlement Payment to his or her Individual Settlement Payment
13 and issue the individual recipient a single payment with both sums. The PAGA Settlement Payment
14 shall be treated as penalties and interest for tax purposes and reported accordingly pursuant to Section
15 5.5.3, below.

16 **5.4.5. Distributing the PAGA Settlement Payment to Members of the PAGA**
17 **Employee Group Who Request Exclusion From the Class Settlement.** For those members of the
18 PAGA Employee Group who are Class Members who submitted a valid and timely Request for
19 Exclusion, the Settlement Administrator shall issue said individuals a check with only his or her PAGA
20 Settlement Payment. The Settlement Administrator shall issue the PAGA Settlement Payments on the
21 same timeline as outlined in Section 5.5 for the Individual Settlement Payments, below. The PAGA
22 Settlement Payment shall be treated as penalties and interest for tax purposes and reported accordingly
23 pursuant to Section 5.5.3, below.

24 **5.5. Individual Settlement Payments.** Each Settlement Class Member shall be
25 entitled to an Individual Settlement Payment consisting of a share of the Net Settlement Amount.

26 **5.5.1. Calculation of Individual Settlement Payment.** For their Individual
27 Settlement Payment, each Class Member will be eligible to receive a portion of the Net Settlement
28 Amount based on the following formula:

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1 The Individual Settlement Payment to a Class Member will be calculated by dividing the
2 number of Eligible Workweeks attributed to the Class Member by all Eligible
3 Workweeks attributed to members of the Settlement Class, multiplied by the Net
4 Settlement Amount.

5 After final approval has been granted to the Settlement, the Settlement Administrator will
6 calculate final Individual Settlement Payments based on the Settlement Class Members' aggregate and
7 individual Eligible Workweeks and will distribute Individual Settlement Payments only to Settlement
8 Class Members. Defendant's time and payroll records will be used to calculate the number of Eligible
9 Workweeks worked for each Class Member for purposes of calculating Individual Settlement Payments.
10 The Class Notice will include information for each Class Member showing how much the individual
11 Class Member is expected to receive based on this formula and their number of Eligible Workweeks.
12 The Class Notice will also provide the Class Members an opportunity to dispute the number of Eligible
13 Workweeks indicated on the Class Notice. Such dispute must be made by the Response Deadline.
14 Defendant and/or the Settlement Administrator shall review any documentation provided by the Class
15 Member to determine whether there was an error in the number of Eligible Workweeks calculated, and
16 adjust any payment to be allocated if necessary.

17 **5.5.2. Distribution of the Net Settlement Amount.** The Settlement
18 Administrator shall issue the Individual Settlement Payments and PAGA Settlement Payments no later
19 than thirty (30) calendar days after the Effective Date. Any checks from this distribution that are not
20 deposited or cashed within one-hundred-eighty (180) calendar days from the date of the mailing of the
21 checks shall be cancelled and said cancellation shall not affect the validity of the Class Settlement and
22 PAGA Settlement provided for herein. Settlement Class Member shall be deemed to, nevertheless, be
23 bound by the Class Settlement provided herein whether or not their Individual Settlement Payment is
24 cancelled. As soon as practicable after the 180-day check cashing period, the Settlement Administrator
25 shall prepare for the Parties a Final Report—a document summarizing relevant events to date and
26 advising the total dollar amount paid to Settlement Class Members and members of the PAGA
27 Aggrieved Employee Group, the status of any outstanding checks that have not been cashed or
28 deposited, and any amount remaining in the QSF. After one-hundred and eighty (180) days of issuance,
the checks will be cancelled and leftover funds from said outstanding checks will be held by the

1 Settlement Administrator; if the Settlement Class Member or member of the PAGA Aggrieved
2 Employee Group to whom the outstanding check is issued does not contact the Settlement Administrator
3 concerning his or her settlement payment within one-hundred and eighty (180) days of the initial
4 mailing of the check, including if a check is returned undeliverable and a valid mailing address cannot
5 be ascertained, the payment amount that has remained uncashed, undeposited, or undistributed as of that
6 time, including any accrued interests thereon, shall be donated to Legal Aid at Work.

7 **5.5.3. Tax Allocation of Payments to Settlement Class Members and**

8 **Members of the Aggrieved Employee Group.** Each Individual Settlement Payment will be allocated
9 as follows: Twenty percent (20%) allocated to wages and Eighty percent (80%) allocated to penalties
10 and interest. These allocations represent the Parties' good faith allocation based on the claims asserted
11 and potential damages related to wages, liquidated damages, interest and penalties. The portion
12 allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest, penalties,
13 and non-wage damages will be reported on an IRS Form 1099 by the Settlement Administrator. In
14 accordance with law, the Settlement Administrator will make required tax withholdings from each
15 Individual Settlement Payment on the portion designated as wages and will remit the withholding to the
16 appropriate taxing authorities. One Hundred percent (100%) of the PAGA Settlement Payment is in
17 settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS
18 Form 1099, unless not required by law. The Settlement Administrator shall issue any necessary Form
19 W-2 and 1099 statements to Settlement Class Members and members of the PAGA Aggrieved
20 Employee Group for their respective Individual Settlement Payments and PAGA Settlement Payments.
21 Class Members shall be solely responsible for paying all other applicable taxes on their respective
22 Individual Settlement Payments and members of the PAGA Aggrieved Employee Group shall be solely
23 responsible for paying all other applicable taxes on their respective PAGA Settlement Payments, and
24 they shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability
25 for taxes, penalties, or interest arising as a result of Individual Settlement Payments and/or PAGA
26 Settlement Payments.

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1 **5.5.4. Tax Allocations of Individual Settlement Payments Not Material.** The
2 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material
3 term of this Agreement. If the Court does not approve or approves a different allocation, then the other
4 terms of this Agreement shall still remain in effect.

5 **5.6. Final Funding of Gross Settlement Amount.** By fifteen (15) calendar days after
6 the Effective Date, Defendant will deposit all of the Gross Settlement Amount into the QSF established
7 by the Settlement Administrator.

8 **6. RELEASES**

9 **6.1. Release of Released Class Claims by Plaintiff and Settlement Class Members.**
10 By operation of the entry of the Final Approval Order and Judgment, and except as to rights this
11 Agreement creates, Plaintiff and each Class Member who does not submit a timely and valid Request for
12 Exclusion as provided for in this Agreement shall fully release the Released Parties from the Released
13 Class Claims.

14 **6.2. Release of Released PAGA Claims by the State of California and LWDA.**
15 By operation of the entry of the Final Approval Order and Judgment, the Class Representative, as an
16 agent and proxy of the State of California and LWDA, shall fully release the Released Parties from the
17 Released PAGA Claims. Each Class Member who submits a valid and timely Request for Exclusion,
18 seeking exclusion from the Class Settlement as provided for in this Agreement, shall not affect the
19 settlement and release of the Released PAGA Claims as to the Release Parties, and members of the
20 PAGA Aggrieved Employee Group will be precluded from acting as an agent and proxy of the State of
21 California and LWDA to bring or otherwise pursue Released PAGA Claims against any of the Release
22 Parties.

23 **6.3. Additional Release of Claims by Class Representative.** By operation of the
24 entry of the Final Approval Order and Judgment, in addition to the release of Released Class Claims
25 given by each Settlement Class Member, the Class Representative also generally releases claims against
26 the Released Parties. This general release includes claims arising from the Class Representative's
27 relationship with Defendant, including, and not limited to, any individual claim of the Class
28 Representative under PAGA. This general release by the Class Representative also includes a waiver of

1 rights under California Civil Code Section 1542, which states:

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

5 The general release by the Class Representative is effective only upon entry of the Final Approval Order
6 and Judgment and applies only to claims that may be released as a matter of law.

7 **6.4. Settlement is Contingent Upon Release of Claims.** This Agreement is
8 conditioned upon the Court granting approval of the Class Settlement, PAGA Settlement, and general
9 release of claims by Class Representative, as described herein.

10 **6.5. Inadmissibility of Settlement Documents.** The Parties agree that this
11 Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or
12 proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent
13 permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis
14 for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

15 **7. SETTLEMENT APPROVAL PROCEDURE**

16 **7.1. Preliminary Approval.** Plaintiff shall submit to the Court a Motion for
17 Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily
18 approve this Agreement according to the terms in this Agreement and provide for the Class Notice to be
19 sent to Class Members as specified in this Agreement, substantially in the form attached hereto as
20 Exhibit A. This motion shall include the bases for demonstrating that settlement amounts are reasonable
21 in light of the facts and controlling authorities pertaining to the claims alleged. The motion shall also be
22 accompanied by a declaration of Class Counsel discussing the risks of continued litigation and the
23 decision that the best interests of the Class Members are served by the terms of this Agreement.
24 Defense Counsel shall have the opportunity to review and comment on a draft of the motion before it is
25 filed. As of the signing of this Agreement, Class Counsel had already filed the Motion for Preliminary
26 Approval of Class Action Settlement on December 29, 2022; if for any reason the motion has to be re-
27 filed, Class Counsel will follow the procedures set forth herein with respect to the renewed or re-filed
28 motion.

1 **7.2. Final Approval.** Plaintiff shall submit to the Court a Motion for Final Approval
2 of Class Action Settlement, which shall include findings and orders (a) approving the Agreement, (b)
3 adjudging the terms to be fair, reasonable, and adequate, (c) reciting the release of Released Class
4 Claims and release of Released PAGA Claims in full, (d) directing that the terms of the Agreement be
5 carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement and the Court's
6 orders. Defense Counsel shall have the opportunity to review and comment on a draft of the motion
7 before it is filed.

8 **7.3. Motion for Attorneys' Fees and Costs.** Along with the Motion for Final
9 Approval of Class Action Settlement, Class Counsel may seek Court approval of an Attorneys' Fees and
10 Costs award in the amount of (a) One Hundred, Twenty Thousand Dollars and Zero Cents
11 (\$120,000.00), which represents up to one third of the Gross Settlement Amount, and (b) litigation costs
12 actually incurred in the Actions, supported by adequate documentation, in an amount not to exceed
13 Twenty Four Thousand Dollars and Zero Cents (\$24,000.00).

14 **7.4. Motion for Class Representative Service Award.** Along with the Motion for
15 Final Approval of Class Action Settlement, Class Counsel may seek Court approval of a Class
16 Representative Service Award in the amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00)
17 for the Class Representative.

18 **7.5. Timing of Judgment.** After or at the same time as the Final Approval Order,
19 Plaintiff shall request that the Court enter Judgment in accordance with this Agreement in the
20 Consolidated Action, without further fees or costs. No individualized notice of entry of the Final
21 Approval Order or Judgment is required to be served on the Settlement Class Members, instead, the
22 Settlement Administrator shall post a copy of the Final Approval Order and Judgment on its website for
23 a period of sixty (60) calendar days after they are entered by the Court, pursuant to California Rules of
24 Court 3.771(b).

25 **7.6. Appeal Rights.** Parties are not taking a position on whether or not an Objector
26 has the right to appeal the Judgment. Appealability and standing to appeal will be determined by the
27 Court of Appeal under applicable law in California.

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1 **8. MISCELLANEOUS**

2 **8.1. Materiality of Terms.** Except as otherwise stated herein, each substantive term
3 of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If
4 the Court does not approve any substantive term, or if the Court effects a material change to the
5 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will
6 be, at Defendant’s sole discretion, void and unenforceable.

7 **8.2. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
8 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
9 Agreement be relied upon as such within the meaning of United States Treasury Department Circular
10 230 (31 C.F.R. Part 10, as amended) or otherwise.

11 **8.3. No Impact on Employee Benefits.** No payment made under this Agreement
12 shall be considered as compensation or hours worked or hours paid for purposes of determining
13 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
14 purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as
15 defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section
16 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock
17 appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization,
18 insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or
19 policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

20 **8.4. Language of Settlement Documents.** All Settlement-related documents to be
21 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

22 **8.5. Parties’ Authority.** The signatories hereto represent that they are fully
23 authorized to bind the Parties to all the term of this Agreement. The Parties agree that Class Members
24 are so numerous that it is impossible or impractical to have each Class Member execute this Agreement.
25 This Agreement may be executed on behalf of Class Members by a Class Representative and by Class
26 Counsel.

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1 **8.6. Entire Agreement.** This Agreement, which includes its definitions, recitals, and
2 all exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all
3 prior and contemporaneous negotiations and understandings between the Parties on the subject of the
4 Consolidated Action.

5 **8.7. Counterparts.** This Agreement may be executed in counterparts, and each
6 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
7 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
8 and effective as to all Parties.

9 **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
10 by signing on the designated signature block and transmitting that signature page via facsimile,
11 electronically, or as an attachment to an email to counsel for the other Party. Any such signature shall
12 be deemed an original for purposes of this Agreement and shall be binding upon the Party who transmits
13 the signature page.

14 **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or
15 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
16 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
17 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
18 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of
19 future performance of the same provisions or of any other provision of this Agreement, and such Party,
20 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
21 any provision of this Agreement. The time periods and dates provided in this Agreement with respect to
22 giving of notices and hearings are subject to Court approval and modification by the Court or by written
23 stipulation of Class Counsel and Defense Counsel.

24 **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,
25 and its terms are not intended to be, and shall not be, construed against any party by virtue of
26 draftsmanship.

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1 **8.10.1. Exhibits Incorporated by Reference.** This Agreement includes the
2 terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

3 **8.10.2. Headings.** The headings within this Agreement appear for convenience of
4 reference only and shall have no effect upon the construction or interpretation of any part of this
5 Agreement.

6 **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this
7 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
8 possible so as to render all provisions of this Agreement enforceable.

9 **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
10 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
11 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
12 Settlement Administration Costs.

13 **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representative and the
14 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
15 Released Class Claim, Released PAGA Claim, or claim to Attorneys' Fees and Costs award to be paid
16 under this Agreement. The Class Representatives and the Class Counsel further represent and warrant
17 that there are not any liens or claims against any amount that Defendant is to pay under this Agreement.
18 The Class Representative and Class Counsel agree to defend, to indemnify, and to hold Defendant
19 harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys'
20 fees, resulting from a breach of these representations or from any lien or assignment.

21 **8.13. Waiver of Right to Request Exclusion by Class Representative.** The Class
22 Representative, by signing this Agreement, agrees not to request exclusion from the Settlement. The
23 Class Representative, by signing this Agreement, further represents that he has no objection to the terms
24 of the Agreement and he believes the terms to be fair, reasonable, and adequate.

25 **8.14. Confidential Information.** Class Counsel agree that none of the information
26 provided by Defendant shall be used for any purpose other than prosecution of the Actions.

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1 **8.15. Publicity.** Neither Plaintiff nor Class Counsel shall cause to be publicized,
2 directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any
3 type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews,
4 television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook,
5 Twitter or any other social media. Plaintiff agrees that he shall not make any comments regarding the
6 claims in this matter or settlement thereof unless asked, and, if asked, he shall respond only that the
7 matter has settled. Should any Plaintiff or Class Counsel at any time breach this provision, Plaintiff shall
8 forfeit to Defendant the full amount of his Class Representative Service Award. Without limitation by
9 the foregoing, Defendant also may enforce this provision through an action for injunctive relief.
10 Plaintiff waives any obligation by Defendant to file a bond in connection with any such action. This
11 provision does not apply to any publications ordered by the Court and also does not apply to any
12 submission to the LWDA to comply with the requirements of the PAGA statute (e.g., submission of
13 information and documents regarding the Settlement on the LWDA's website).

14 **8.16. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
15 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
16 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
17 the consent of all Parties.

18 **8.17. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
19 first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
20 unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator,
21 and all Parties will bear their own fees and costs.

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8.18. Governing Law. All terms of this Agreement shall be governed by and interpreted according to California law.

IT IS SO AGREED:

Mach 1 Global Services, Inc.

Saul Andrade, on behalf of himself, the Class, and the State of California as a proxy pursuant to the California Private Attorneys General Act

By: _____

Electronically Signed: _____ 2023-03-16 03:42:00 UTC - 172.59.128.60
Nintex AssureSign® _____ 9f740389-f298-4da7-a779-af670006309f

Saul Andrade

Its: _____

DATE: _____

03/15/2023
DATE: _____

92945828v.1

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Saul Andrade v. Mach 1 Global Services, Inc., Alameda County Superior Court Case No. RG20069104
("PAGA Action" and "Lead Case") and
Saul Andrade v. Mach 1 Global Services, Inc., Alameda County Superior Court Case No. RG21108078
("Class Action")

As a current or former hourly-paid or non-exempt employee who worked for Mach 1 Global Services, Inc. in the State of California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action and Private Attorneys General Act litigation. It contains important information about your right to receive a settlement payment.

You have received this Notice of Class Action Settlement because the records of Mach 1 Global Services, Inc. ("Defendant" or "Mach 1") show you are a Class Member, and therefore entitled to a payment from this class action settlement. "Class Member(s)" are all hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time from July 28, 2016 to [DATE of Preliminary Approval] ("Class Period"). If you are a member of the PAGA Aggrieved Employee Group, you are also entitled to a payment from the Private Attorney General Act settlement. The "PAGA Aggrieved Employee Group" consists of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time from May 21, 2019 to [DATE of Preliminary Approval] ("PAGA Period").

- The settlement resolves two cases: A case brought under the California Private Attorneys General Act ("PAGA") captioned *Saul Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104 and a putative class action captioned *Saul Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG21108078. The cases have been consolidated under the PAGA Action. They are collectively called the Lawsuit.
- On May 21, 2020, a letter was sent on behalf of Plaintiff to the Labor Workforce and Development Agency and Defendant of his intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et seq., as a proxy of the State of California, for alleged violation of the California Labor Code and applicable Industrial Welfare Commission Wage Orders with respect to alleged aggrieved employees, which was assigned LWDA Case No. LWDA-CM-787579-20 ("PAGA Notice"). The Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, et seq. was filed in the PAGA Action on July 28, 2020 ("PAGA Complaint") and the Class Action Complaint for Damages was filed in the Class Action on June 25, 2021 ("Class Action Complaint"). The Lawsuit asserts claims for (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse for business expenses; (10) violation of California Business and Professions Code § 17200; and (11) civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et seq.
- On [date] the parties entered the First Amended Class and Representative Action Settlement Agreement and Release of Claims ("Settlement Agreement").
- On [DATE of Preliminary Approval], the Alameda County Superior Court granted preliminary approval of the settlement and ordered that all Class Members be notified of the settlement. The Court has not

Questions? Contact the Administrator toll free at [PHONE]

made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

Why Am I Receiving This Notice?

Defendant's records show that you worked for Defendant in California, and were paid on an hourly basis during the period July 28, 2016 through [DATE of Preliminary Approval]. You were sent this Notice to inform you about a proposed settlement of the Lawsuit, and about your options, before the Court decides whether to finally approve the settlement. If the Court approves the settlement (and then any objections and appeals are resolved) a Settlement Administrator appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights and options, what payments may be available to you under the settlement, and how to receive the payments.

Your Estimated Settlement Award

As detailed below, Defendant's records indicate that your **Eligible Workweeks** are:

For the **Class Period**: [Eligible Workweeks]

For the **PAGA Period**: [Eligible Workweeks]

Based on these Eligible Workweeks, your **estimated payment(s)** under the settlement is/are:

Estimated Gross Individual Settlement Payment (for the Class Settlement) is [Estimated Gross Individual Settlement Payment]

Estimated PAGA Settlement Payment for the PAGA Settlement is [Estimated Gross PAGA Settlement Payment]

What Is This Case About?

Saul Andrade was an hourly-paid, non-exempt employee for Defendant in California. He is the "Plaintiff" in the Lawsuit and is suing on behalf of himself, Class Members, and the State of California as a proxy pursuant to PAGA, for the claims outlined above. Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the Final Approval Hearing.

Summary Of Distribution Formula

Plaintiff and Defendant have agreed to settle the Lawsuit for the Gross Settlement Amount of \$360,000. The Gross Settlement Amount includes: (1) Settlement Administration Costs, currently estimated not to exceed \$7,000 to the Settlement Administrator; (2) a service payment of up to \$5,000 to Plaintiff for his time and effort in pursuing the Lawsuit; (3) up to \$120,000 in attorneys' fees (one third of the Gross Settlement Amount) to Class Counsel and reimbursement of litigation costs and expenses incurred by Class Counsel in the amount of up to \$24,000 to Class Counsel; and (4) an allocation to PAGA penalties in the amount of \$36,000, seventy-five percent (i.e., \$27,000.00) of which will be paid to the California Labor & Workforce Development Agency ("LWDA") and the remaining twenty-five percent (\$9,000.00)(the "PAGA Settlement Fund") of which will be distributed to members of the PAGA Aggrieved Employee Group. The amount left over after deducting these sums is called the "Net Settlement Amount" that is available for distribution to Class Member who do not submit timely and

Questions? Contact the Administrator toll free at [PHONE]

valid Requests for Exclusion seeking to opt out of the Class Settlement (“Settlement Class Members”). The Net Settlement Amount is estimated to be approximately [**\$Amount**].

Individual Settlement Payment Calculation

Class Members who do not opt out of the Class Settlement (i.e., Settlement Class Members) will receive a pro rata portion of the Net Settlement Amount (the “Individual Settlement Payment”) based on the number of workweeks worked (i.e. performed work and received pay for working) from July 28, 2016 through [**DATE of Preliminary Approval**] (“Eligible Workweeks”). The Individual Settlement Payment will be calculated by dividing the number of Eligible Workweeks attributed to the Settlement Class Member by all Eligible Workweeks attributed to members of the Settlement Class Members, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Settlement Class Member is: (individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) * Net Settlement Amount.

PAGA Settlement Payment Calculation

Members of the PAGA Aggrieved Employee Group will receive a pro rata portion of the PAGA Settlement Fund of \$9,000 (“PAGA Settlement Payment”) based on the number of Eligible Workweeks worked from May 21, 2019 through [**DATE of Preliminary Approval**] (“PAGA Eligible Workweeks”). Specifically, these payments will be calculated by dividing the individual’s PAGA Eligible Workweeks by the total of the PAGA Eligible Workweeks for all members of the PAGA Aggrieved Employee Group, multiplied by the PAGA Settlement Fund (\$9,000). Otherwise stated, the formula for a PAGA Aggrieved Employee Group member’s PAGA Settlement Payment is: (individual’s PAGA Eligible Workweeks ÷ total of PAGA Eligible Workweeks for all members of the PAGA Aggrieved Employee Group) * \$9,000.

Calculation of Your Settlement Payments

As summarized on page 1 of this Notice, Defendant’s records indicate that you performed work and received pay for working [**Eligible Workweeks**] as an hourly-paid or non-exempt employee in California between July 28, 2016 and [**DATE of Preliminary Approval**], and [**PAGA Eligible Workweeks**] as an hourly-paid or non-exempt employee in California between May 21, 2019 and [**DATE of Preliminary Approval**]. Based on these records, your estimated Individual Settlement Payment would be [**\$Estimated Award**] and your estimated PAGA Settlement Payment would be [**\$Estimated Award**].

If you believe this information is incorrect and wish to dispute it, you must submit a written letter to the Settlement Administrator that: (1) contains the name and case number of the Consolidated Action (i.e., *Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104); (2) contains your full name, telephone number, last four digits of their social security number, and your current address; (3) contains a clear statement that you dispute the number of Eligible Workweeks credited to you and what you contends is the correct number to be credited to you; (4) contains information and/or attach documentation demonstrating that the number of Eligible Workweeks that you contend should be credited to you are correct; and (5) is returned by fax or mail to the Settlement Administrator at the address and/or facsimile number specified below, postmarked or fax-stamped on or before [**RESPONSE DEADLINE**]:

[Settlement Administrator]

[Address]

[Fax Number]

Questions? Contact the Administrator toll free at [**PHONE**]

Tax Reporting

Twenty percent (20%) of each Individual Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and eighty percent (80%) will be allocated as penalties and interest and reported on an IRS Form 1099. One hundred percent (100%) of each PAGA Settlement Payment will be allocated as penalties and reported on an IRS Form 1099.

This notice is not intended to provide legal or tax advice regarding any settlement payment. You should consult your own legal counsel or tax professional regarding any taxes you may owe as a result of receiving a payment under this settlement.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you are a Class Member, you do not need to take any action to receive the Individual Settlement Payment. If you are a member of the PAGA Aggrieved Employee Group, you do not need to take any action to receive the PAGA Settlement Payment. All Class Members who do not opt out of the Class Settlement will be bound to the Class Settlement. Class Members who opt out of the Class Settlement shall not affect the PAGA Settlement and all members of the PAGA Aggrieved Employee Group will be precluded from acting as an agent and proxy of the State of California and Labor and Workforce Development Agency to bring or otherwise pursue Released PAGA Claims against any of the Released Parties.

Class Settlement and Release of Released Class Claims

Unless you opt out of the Class Settlement (Option 2 below), by operation of the entry of the Final Approval Order and Judgment, and except as to rights the Settlement Agreement creates, you will be bound by the Class Settlement and will fully release the Released Parties from the Released Class Claims.

The “Class Settlement” is the settlement and release of Released Class Claims.

“Released Class Claims” are all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, pleaded in the Class Action Complaint, or that could have been pleaded based on the facts pleaded in the Class Action Complaint, arising during the period July 28, 2016 through and including [the date the Court grants Preliminary Approval of the Settlement], against Released Parties, including but not limited to claims under the California Labor Code (but not including California Labor Code § 2698, et seq.), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay wages, failure to timely pay final wage, failure to maintain payroll and employment records, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, pre and post-shift work, record-keeping violations, claims regarding failure to reimburse business expenses, and unfair business practices pursuant to California Business & Professions Code § 17200 et seq. based on the aforementioned.

“Released Parties” are Mach 1 Global Services, Inc. and all of its predecessors, successors, subsidiaries, parents, corporate affiliates, assigns, and related entities, and all of their respective officers, directors, employees, agents,

Questions? Contact the Administrator toll free at [PHONE]

servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

PAGA Settlement and Release of Released PAGA Claims

By operation of the entry of the Final Approval Order and Judgment, Plaintiff, as an agent and proxy of the State of California and LWDA, shall fully release the Released Parties from the Released PAGA Claims. Class Members who opt out of the Class Settlement shall not affect the PAGA Settlement and all members of the PAGA Aggrieved Employee Group will be precluded from acting as an agent and proxy of the State of California and Labor and Workforce Development Agency to bring or otherwise pursue Released PAGA Claims against any of the Released Parties.

The “PAGA Settlement” is the settlement and release of Released PAGA Claims.

“Released PAGA Claims” are all claims that the State of California or LWDA could bring, for which civil penalties are recoverable under California Labor Code § 2698, et seq. for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders with respect to Defendant’s employment of members of the PAGA Aggrieved Employee Group, that were raised in the PAGA Notice and/or PAGA Complaint, or reasonably could have been raised in the PAGA Notice and/or PAGA Complaint (defined below), arising during the PAGA Period against Release Parties, including but not limited to all claims for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders for failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay wages, failure to timely pay final wage, failure to maintain payroll and employment records, failure to furnish accurate wage statements including claims derivative and/or related to these claims, conversion of wages, pre and post-shift work, record-keeping violations, and claims regarding failure to reimburse business expenses.

Option 2 – Opt Out of the Class Settlement

If you do not wish to participate in the Class Settlement, you may exclude yourself by submitting a valid and timely, written, opt-out request which must: (1) contain the name and case number of the Consolidated Action (i.e., *Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104), (2) contain your full name, signature, address, telephone number, and the last four digits of the social security number, (3) contain a clear statement that you do not wish to be included in the Class Settlement, and (4) be returned to the Settlement Administrator at the address specified below, postmarked or fax-stamped on or before **[RESPONSE DEADLINE]**:

[Settlement Administrator]

[Address]

[Fax Number]

If you timely and validly exclude yourself from the Class Settlement, then you will not be issued an Individual Settlement Payment. You also will not be bound by the Class Settlement set forth in Option 1 above.

The proposed settlement also includes the settlement of claims for civil penalties under PAGA. If the court approves the settlement, all members of the PAGA Aggrieved Employee Group will be issued an PAGA

Questions? Contact the Administrator toll free at **[PHONE]**

Settlement Payment. Class Members who opt of the Class Settlement shall not affect the PAGA Settlement and all members of the PAGA Aggrieved Employee Group will be precluded from acting as an agent and proxy of the State of California and Labor and Workforce Development Agency to bring or otherwise pursue Released PAGA Claims against any of the Released Parties.

Option 3 – *Make an Objection to the Class Settlement*

If you wish to object to the Class Settlement you may submit an objection in writing (“Notice of Objection”). Your Notice of Objection must: (1) contain the name and case number of the Consolidated Action (i.e., *Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104), (2) contain your full name, signature, address, telephone number, and the last four digits of the social security number, (3) contain a statement of the specific reason(s) for the objection, (4) attach all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) upon which the objection is based; and (5) be returned to the Settlement Administrator at the address specified below, postmarked or fax-stamped on or before **[RESPONSE DEADLINE]**:

[Settlement Administrator]

[Address]

[Fax Number]

You can also attend the Final Approval Hearing (discussed below), and orally present your objection to the Class Settlement, to the Court.

Please note that you cannot both object to the Class Settlement and exclude yourself from the Class Settlement (pursuant to Option 2 above). If you do not opt out of the Class Settlement and if you object to the Class Settlement, if the Court grants final approval of the settlement, you will be bound by the Class Settlement (because all Class Members who do not opt out of the Class Settlement are bound to the Class Settlement).

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for **[DATE]**, **[TIME]**, in Department 21 of the Superior Court of California for the County of Alameda, located at Administration Building 1221 Oak Street Oakland, California 94612, and discuss your objections with the Court. You may also retain an attorney to represent you at the Final Approval Hearing at your own expense.

Hearings before the judge overseeing this case are again being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, BlueJeans or Zoom. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing remotely should visit the following website to obtain the latest information regarding how to remotely appear: <https://www.alameda.courts.ca.gov/general-information/remote-appearances>. If you wish to appear at the Final Approval Hearing remotely, you will most likely need to register an account on the eCourt Public Portal which provides the public with online access to civil case records; you will need to use the eCourt Public Portal to check for the Tentative Ruling prior to the Final Approval Hearing, which may contain specific information regarding how to remotely appear in Department 21. Otherwise, you may need to e-mail Department 21 to obtain remote appearance information: Dept21@alameda.courts.ca.gov

Questions? Contact the Administrator toll free at **[PHONE]**

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For further information regarding the Class Action or PAGA Action, or to obtain online access to civil case records in the Class Action or PAGA Action (including, and not limited to, papers filed with the Court relating to the settlement), you may visit the eCourt Public Portal: <https://eportal.alameda.courts.ca.gov/>

You may also call the Settlement Administrator at [PHONE] or contact Class Counsel as follows:

LAWYERS *for* JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Annabel Blanchard
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Alameda County Superior Court, located at 24405 Amador Street, Hayward, California 94544, during regular business hours of each court day.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
MACH 1, OR MACH 1'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Administrator toll free at [PHONE]