

1 Xinying Valerian (SBN 254890)
xinying@valerian.law
2 Dan Gildor (SBN 223027)
dan@valerian.law
3 VALERIAN LAW, P.C.
1530 Solano Ave.
4 Albany, CA 94707
Phone: 510-567-4630; Fax: 510-982-4513

5 Attorneys for Plaintiff and the Certified Class
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

10 HUNG PHAM, individually and on behalf
of all others similarly situated,

11 Plaintiff,

12
13 v.

14 WOOD TECH, INC., JUAN D.
15 FIGUEROA, HERBERT G. VEGA, and
DOES 2 through 10, inclusive,

16 Defendants.
17

Case No. 22CV011080

ASSIGNED FOR ALL PURPOSES TO JUDGE
BRAD SELIGMAN

DEPARTMENT 23

**DECLARATION OF XINYING VALERIAN
IN SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL**

Date: August 1, 2023

Time: 3:00 P.M.

Complaint Filed: May 10, 2022

Trial Date: Not Set

Reservation #: 526692042237

18
19
20
21 I, Xinying Valerian, hereby declare as follows:

22 1. I am a member in good standing of the bar of the State of California and founder of
23 Valerian Law, P.C., counsel of record representing Plaintiff Hung Pham in this case. I make these
24 statements based on personal knowledge and would so testify if called as a witness. I make this
25 declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval.

26 2. Attached as **Exhibit 1** is the settlement agreement between the parties in this case.

27 3. The settlement was reached after arm's-length negotiations overseen by the
28 Honorable James Lamben (Ret.) on November 14, 2022, and May 24, 2023. The parties thereafter

1 spent two weeks negotiating the terms of an MOU (term sheet) and an additional three weeks
2 negotiating the final terms of the settlement agreement attached hereto.

3 **Investigation and Discovery of Claims and Damages**

4 4. My firm first began our investigation of this case in April 2022 and filed the action on
5 May 10, 2022. We filed an amended complaint on December 15, 2022, asserting claims for civil
6 penalties pursuant to PAGA and adding Herbert G. Vega as a DOE defendant.

7 5. Throughout this litigation, we have vigorously prosecuted the case. In this
8 connection, we successfully beat back a Pick-Up Stix campaign that sought to have class members
9 release their claims without just compensation in December 2022. We obtained a protective order
10 and curative notice, and we moved for class certification. The Court certified a class consisting of
11 “[a]ll persons who are employed or have been employed as an hourly employee by Wood Tech, Inc.
12 in the State of California from May 10, 2018, until the date of distribution of class notice” on March
13 6, 2023. Only one individual opted out.

14 6. My firm has engaged in extensive formal discovery. We have propounded three sets
15 of requests for production, one set of requests for admissions (seven requests excluding requests to
16 admit the genuineness of documents), two sets of special interrogatories directed at Wood Tech, Inc.
17 and two sets directed at Defendant Juan D. Figueroa, as well as form interrogatories. We have
18 reviewed over 300 pages of documents produced, including time punch and payroll data. We
19 successfully compelled production of the class list. We have also taken depositions of Wood Tech’s
20 corporate representatives on a variety of topics, including their *Pick-Up Stix* campaign seeking to
21 obtain pre-certification releases, as well as the deposition of co-defendant Herbert G. Vega.

22 7. My firm also engaged in substantial investigative outreach efforts vis-à-vis Class
23 members, including using the class list.

24 8. Our discovery and investigation enabled me to prepare a detailed mediation brief and
25 devise a damages and penalties model for the case. Key evidence for estimating damages included
26 wage rates, employment dates, and punch data. Where there were gaps in the employment data, we
27 made reasonable assumptions. Our pre-mediation monetary estimate for the class was approximately
28

1 \$4.2 million without PAGA, and \$6.3 million with PAGA. Based on our theory of the case, I
2 assumed a 100% violation rate for the meal period and rest period claims.

3 9. Through disclosures by Defendants and conducting appropriate due diligence
4 investigation and research, I believe there are no other pending representative or class action
5 lawsuits that raise similar or overlapping claims to those asserted in this case. We therefore do not
6 anticipate that the proposed Settlement will extinguish the claims in any currently pending cases.

7 **Class Certification**

8 10. On March 6, 2023, the Court certified a class of all persons who are employed or
9 have been employed as an hourly employee by Wood Tech, Inc. in the State of California from May
10 10, 2018, through the date of class notice. The Court appointed Valerian Law, P.C. as class counsel
11 and Hung Pham as class representative. Notice was sent to 156 class members on April 4, 2023. One
12 individual opted out and will not participate in the class portion of the settlement.

13 **Changes in Wood Tech's Practices**

14 11. After this case was filed, we learned from class members that Wood Tech had
15 changed its meal and rest period practices. Through subsequent discovery, we confirmed that these
16 changes were implemented in June 2022 to bring the company into compliance with the wage
17 order's requirements.

18 12. In December 2022, as part of Defendants' attempt to pick off class members, Wood
19 Tech paid class members the previously unpaid overtime that had allegedly accrued when Wood
20 Tech required class members to work more than 8 hours a day without overtime. Defendants
21 produced records indicating approximately \$200,000 in net payments; before taxes and
22 withholdings, I estimate the gross backpay to be between \$250,000 and \$275,000.

23 **Mediation**

24 13. The parties mediated the case on November 14, 2022, and again on May 24, 2023
25 with the Honorable James Lambden (Ret.). By the second mediation, Wood Tech's backpay payouts
26 had reduced our mediation damages/penalties best case scenario to approximately \$6 to \$6.1 million.

27 14. Before Plaintiff agreed to a second mediation, we negotiated with Defendant Wood
28 Tech to secure sufficient financial discovery for mediation purposes. Before the second mediation,

1 pursuant to the nondisclosure agreement negotiated for the production of financial discovery, we
2 secured substantial amounts of financial documentation from Wood Tech sufficient to inform us of
3 its financial condition and ability to pay. We also performed independent assets investigations of
4 Defendants.

5 15. By the end of the second mediation, the parties had reached the outline of an
6 agreement that would settle the claims in this case. The parties thereafter spent the following two
7 weeks negotiating the finer points of a memorandum of understanding, which was fully executed on
8 June 8, 2023. The parties then turned their attention to the long form settlement agreement that is
9 attached hereto as Exhibit 1.

10 Adequacy of the Settlement

11 16. As noted above, the settlement in this case was reached through hard fought, arm's-
12 length negotiations. The negotiations spanned six months during which the parties continued to
13 litigate the case, with Plaintiff voiding class member releases and certifying the class. Plaintiff had
14 even prepared motions for summary adjudication should the mediation fail. Ultimately, we achieved
15 a Gross Settlement Fund equivalent to roughly 33% of the best case scenario. In my view, this
16 result—along with the post-lawsuit change in the company's meal and rest period policies and
17 practices and the backpay payouts of December 2022—reflects an excellent result given the risks
18 attendant to the case.

19 17. Chief among the risks was the risk that Wood Tech would declare bankruptcy.
20 Throughout the litigation, defense counsel asserted that bankruptcy would result if the matter
21 proceeded to trial. A corporate bankruptcy would have reduced the funds available for settlement
22 and caused delays in proceeding to trial against the individual defendants. There were also novel
23 issues of law regarding the timing of meal and rest periods as well as the ability of employees to
24 agree to alternate timing for meal and rest periods. There were also the risks and litigation costs
25 associated with prolonged litigation and delayed justice.

26 18. While Plaintiff believes his claims are meritorious, we had to consider the risks
27 inherent in this litigation, weighing the risks and delays entailed by litigating the matter through trial
28 and possible appeals against the maximum potential damages. Having litigated cases to either trial or

1 settlement reached on the eve of trial, I am aware of the costs associated with multi-party and class
2 and representative litigation. Here, the costs of litigation involve not only out-of-pocket expenses of
3 motion practice and depositions (both in this court and potentially the federal bankruptcy court), but
4 also the intangible but real costs associated with delaying payment to class members, many of whom
5 have been waiting patiently for the matter to resolve.

6 19. Had the case not settled, long and difficult battles would have followed, including
7 dispositive motions, additional discovery (especially relating to Mr. Figueroa's personal liability that
8 was vigorously disputed), engaging experts to formulate a damages model for trial, taking and
9 defending fact and expert depositions, as well as motion practice in this court and the Northern
10 District of California bankruptcy judge. There was a possibility that Plaintiff would recover nothing
11 for the class, after years of costly and labor-intensive litigation.

12 20. Based on my experience in complex and class litigation in the employment arena, my
13 thorough familiarity with the factual and legal issues in this case, the novelty of multiple legal
14 questions in the case, the risk, delay, and uncertainty of continued litigation, the potential
15 recoverable damages; and the significant relief obtained, I believe the Settlement is eminently fair
16 and reasonable and in the best interests of the Settlement Class.

17 **Settlement Allocation**

18 21. The Settlement provides that the net settlement fund be proportionately distributed to
19 class members based on the number of workweeks worked. The PAGA penalties will similarly be
20 distributed based on the number of pay periods worked.

21 22. Subject to court approval, the net settlement fund will be \$1,201,500 based on current
22 estimates. Based on the employment information that I have through January 2023, I estimate that
23 class members will receive an average of around \$7,900, with a maximum distribution of upwards of
24 \$21,000. This compares favorably to other class action settlements of which I am aware involving
25 similar claims.

26 23. Class Member payments will be allocated 70% to wage claims, 25% to interest and
27 liquidated damages, and 5% to statutory penalties for tax purposes. This tax allocation of 70% and
28

1 30% between wages and non-wages for the class member payments fairly tracks the proportion of
2 wages and non-wages in the damage estimate that I prepared in advance of the mediation.

3 **Settlement Administrator**

4 24. The Court previously appointed Phoenix Settlement Administrators as the notice
5 administrator in this case for dissemination of notice to the class regarding class certification. I am
6 aware that many class members have updated their address with Phoenix during that notice process
7 such that it makes little sense to switch administrators. Moreover, there is no reason why Phoenix
8 would no longer be appropriate to implement the terms of this settlement. Attached as **Exhibit 2** is
9 the Declaration of Jodey Lawrence, authorized representative, regarding the qualifications of
10 Phoenix Settlement Administrators and its quotation for administering the class settlement.

11 25. Based on Phoenix's estimates that it provided me, I expect that the cost of any
12 redistribution of the uncashed balance in this case would be around \$2,000.

13 **Settlement Notice**

14 26. Both the proposed one-page notice and long-form notice are based on the templates
15 developed by the Impact Fund's Class Notice Project. The one-page notice includes the workweek
16 data upon which their settlement allocation will be based and directs the recipient to the settlement
17 website that will be established by Phoenix with a link and scannable QR code for the recipient to
18 obtain more information about the settlement. The notice also advises Class Members that they can
19 object to the settlement or contest the data reported in Defendants' data. Class Members will have 45
20 days to submit their objection to Phoenix.

21 **Cy Pres Beneficiary**

22 27. Neither my firm nor I or any of the other attorneys at my firm have a current interest
23 in or board affiliation with the cy pres beneficiary, Centro Legal de la Raza.

24 28. As set forth on its website, <https://www.centrolegal.org/>, Centro Legal de la Raza is a
25 legal services agency protecting and advancing the rights of low-income, immigrant, Black, and
26 Latinx communities through bilingual legal representation, education, and advocacy. The
27 organization is based in Oakland, California – the same geographic region as the Class herein. Part
28 of this work includes Centro Legal's Workers' Rights Program that provides legal services to all

1 low-wage workers, regardless of immigration status, including several monthly workers' rights
2 clinics in the East Bay, furthering the interests of California employees and remedying wage theft
3 and other labor issues. A cy pres distribution in this case of any uncashed checks will help Centro
4 Legal de la Raza carry out its mission.

5 **Service Award**

6 29. In recognition of the significant amount of time, effort, and risk the named Plaintiff
7 undertook on behalf of the proposed Class, Plaintiff will move for Court approval of service award
8 of \$10,000. Plaintiff has assisted counsel in various ways and obtained a substantial result for the
9 class and aggrieved employees. Plaintiff will provide further details about the time, effort, and risk
10 undertaken to justify the requested service award in the motion for final approval. The requested
11 service award constitutes 0.5% of the Gross Settlement Fund.

12 **Attorneys' Fees and Costs**

13 30. My firm has prosecuted this case on a contingent basis. Accordingly, we have
14 received no compensation for our time or expenses and have borne the risk of getting nothing if the
15 case is unsuccessful. We agreed to be responsible for and have advanced all litigation costs.

16 31. The fees and costs presented herein are net of the discovery sanctions paid by
17 Defendants. According to our records, the advanced, unreimbursed costs of Plaintiffs' counsel total
18 \$17,084.28 to date. This amount will increase as we continue to have to expend effort to implement
19 and oversee the settlement, including, but not limited to attending a motion for final approval.

20 32. The settlement provides for reimbursement of our firm's costs up to \$18,000 and for a
21 maximum fee of 33% of the Gross Settlement Fund, or \$660,000.

22 33. In my experience, a fee of one-third of the recovery is the market norm for pre-trial
23 contingency fees in Alameda, the Bay Area, and California generally in employment and personal
24 injury cases. In my experience, one-third of the common fund recovery is also the market norm in
25 state courts throughout California for class and/or PAGA actions.

26 34. My office has expended over 855 hours through June 30, 2023, in attorney and legal
27 assistant time to successfully prosecute this action to a fair and reasonable settlement. Based on my
28

1 firm's complex litigation rates in 2023, my firm's current uncompensated lodestar is approximately
2 \$517,000.

3 35. Any multiplier that may be awarded will be small. The fees to date amount does not
4 include all the additional time and effort we will have to expend seeking final approval and
5 implementing the settlement, including attending the hearing on this motion, drafting the fee motion,
6 drafting the motion for final approval, attending the hearing on the motion for final approval,
7 monitoring implementation, and submitting a compliance report. At the final approval stage, we will
8 provide full and detailed support for our fees and costs.

9 **Compliance with PAGA's Administrative Requirements**

10 36. Plaintiff has complied with all the administrative requirements to bring the PAGA
11 claims. Plaintiff provided the LWDA with notice of the claims on May 11, 2022. My firm will also
12 submit the settlement to the LWDA at the same time that it files Plaintiff's motion for preliminary
13 approval.

14 **Class Counsel Recommendation**

15 37. Class Counsel have over 20 years of experience litigating wage and hour class actions
16 like this one. I believe that this experience has led to a fantastic outcome that could only have been
17 achieved through the application of skill and experience. Though my firm had to forgo other work
18 that would have provided income during the pendency of this case, I took the risk to obtain justice
19 for Plaintiff and the class members. I strongly recommend that the Court preliminarily approve the
20 settlement and authorize notice to class members.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct.

24 Executed on July 6, 2023, in Albany, California.

25
26 

27 _____
28 Xinying Valerian

Exhibit 1

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act Settlement Agreement (“Agreement”) is made by and between plaintiff Hung Pham, on behalf of himself and the Class Members and the Aggrieved Employees in the Action (all as defined below), and defendants Wood Tech, Inc. (“Wood Tech”), Juan D. Figueroa (“Figueroa”) and Herbert G. Vega (“Vega”).

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s class action and PAGA lawsuit against Defendants entitled *Hung Pham v. Wood Tech, Inc.; Juan D. Figueroa; and Herbert G. Vega*, Case No. 22CV011080, that was filed on May 10, 2022, and subsequently amended on December 15, 2022, that is pending in the Alameda County Superior Court.
- 1.2 “Administrator” means Phoenix Class Action Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administrator’s Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount as reimbursement for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees.
- 1.5 “Aggrieved Employees” means all persons who are employed or have been employed as an hourly employee by Wood Tech, Inc. in the State of California from May 10, 2021, through April 4, 2023.
- 1.6 “Aggrieved Employee Data” means each Aggrieved Employee’s name, last-known mailing address, social security number, and number of PAGA Pay Periods.
- 1.7 “Aggrieved Employees’ PAGA Share” means the 25% of the PAGA Penalties to be distributed to the Aggrieved Employees.
- 1.8 “Class” means the class the Court certified in this case on March 6, 2023, consisting of all persons who are employed or have been employed as an hourly employee by Wood Tech, Inc. in the State of California from May 10, 2018, through April 4, 2023.
- 1.9 “Class and Aggrieved Employee Data” means the Class Data and Aggrieved Employee Data.
- 1.10 “Class Counsel” means Xinying Valerian and Dan L. Gildor of Valerian Law, P.C.

- 1.11 “Class Counsel Fees” and “Class Counsel Expenses” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, as set forth herein, as approved by the Court.
- 1.12 “Class Data” means each Class Member’s name, last-known mailing address, social security number, and number of Workweek(s) worked by the Class Member during the Class Period.
- 1.13 “Class Member” means a member of the certified class in this Action who did not previously opt out of the Class.
- 1.14 “Class Notice” means the Court-approved notice to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.15 “Class Period” means the period from May 10, 2018, through April 4, 2023.
- 1.16 “Class Representative” means the named Plaintiff in this Action.
- 1.17 “Class Representative Service Award” means the payment to Plaintiff for initiating the Action and providing services in support of the Action and in exchange for Plaintiff providing the Released Parties with a general release of his individual claims as set forth below.
- 1.18 “Court” means the Alameda County Superior Court of California.
- 1.19 “Defendants” means Defendants Wood Tech, Inc., Juan D. Figueroa, and Herbert G. Vega.
- 1.20 “Defense Counsel” means Stephen Thomas Davenport, Jr. and Jeffrey G. McClure of Davenport Gerstner & McClure, P.C., representing Defendants Wood Tech, Inc. and Juan D. Figueroa, and Roni Rotholz from the Law Offices of Roni Rotholz, representing Defendant Herbert G. Vega.
- 1.21 “Effective Date” means the earliest of: (i) the date the Court’s order of Final Approval of the settlement in the event that the Settlement has received Final Approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn; (ii) the date on which the time for an objector to seek appellate review of the Court’s order of final approval of the Settlement passes, without a timely appeal having been filed, in the event that one or more timely objections has/have been filed and not withdrawn; and (iii) the date the applicable appellate court has rendered a final decision or opinion affirming the Court’s final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant in the event that a timely appeal of the Court’s order of final approval has been filed.
- 1.22 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.23 “Final Approval Hearing” means the Court’s hearing on a motion for final approval of the Settlement.
- 1.24 “Gross Settlement Amount” means the \$2,000,000 settlement amount that Defendant Wood Tech, Inc. agrees to pay under Par. 3, Monetary Terms, of this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Award, and the Administrator’s Expenses.
- 1.25 “Individual Class Payment” means the Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked by the Class Member during the Class Period.
- 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the total PAGA Penalties, calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period.
- 1.27 “Judgment” means the judgment entered by the Court upon Final Approval.
- 1.28 “Long Form Class Notice” means the long form notice to the Class Members attached hereto as Exhibit B.
- 1.29 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to receive a share of the PAGA Penalties.
- 1.30 “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.31 “Net Settlement Amount” means the remainder of the Gross Settlement Amount after deducting the following amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses, and the Administrator’s Expenses. The Net Settlement Amount shall be paid to Class Members as Individual Class Payments.
- 1.32 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant Wood Tech, Inc. for at least one day during the PAGA Period.
- 1.33 “PAGA Period” means the period from May 10, 2021, through April 4, 2023.
- 1.34 “PAGA” means the Private Attorneys General Act, Labor Code, section 2698 et seq.
- 1.35 “PAGA Notice” means Plaintiff’s May 11, 2022, letter to Defendants Wood Tech, Inc. and Juan D. Figueroa and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

- 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.37 “Plaintiff” means Hung Pham, the named plaintiff in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Released Parties” means Defendant Wood Tech, Inc., its shareholders, directors, officers, employees, supervisors, managers, agents and attorneys, and Defendants Juan D. Figueroa and Herbert G. Vega and their respective spouses.
- 1.40 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may fax, email or mail his, her, or their objection to the Settlement. Class Members to whom the Class Notice is re-sent after having been returned to the Administrator as undeliverable shall have an additional 14 calendar days beyond the Response Deadline has expired to submit objections.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42 “Workweek” means any week during which a Class Member worked for Defendant Wood Tech, Inc. for at least one day during the Class Period.

2. RECITALS

- 2.1 Plaintiff commenced this Action on May 10, 2022, by filing a complaint against Defendants Wood Tech, Inc. Juan D. Figueroa, and Does 1 through 10, inclusive, alleging causes of action for failure to pay for all hours worked, failure to pay minimum wages, failure to pay overtime, failure to provide proper meal and rest periods, failure to timely pay all wages owed at termination, failure to provide accurate wage statements, and unfair business practices, among others.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants Wood Tech, Inc. and Juan D. Figueroa and the LWDA regarding said Defendants’ alleged violations on May 11, 2022.
- 2.3 Plaintiff thereafter filed an amended complaint that added a claim for civil penalties pursuant to PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)
- 2.4 Plaintiff thereafter filed an Amendment to the Operative Complaint which substituted Defendant Herbert G. Vega for Doe No. 1.
- 2.5 Defendants, and each of them, deny any and all claims, liability or wrongdoing alleged in the Action, and Plaintiff agrees that a good faith dispute exists between the parties as to said claims, including any claims for alleged unpaid wages.

- 2.6 During this Action, Plaintiff propounded 82 document requests, seven special interrogatories, seven requests for admission, and two sets for form interrogatories on Defendant Wood Tech. Plaintiff also propounded 35 special interrogatories and one set of form interrogatories on Defendant Juan D. Figueroa. Plaintiff took the depositions of Defendant Wood Tech on several topics and defendant Herbert Vega. Plaintiff also reviewed confidential business and financial information provided by Wood Tech. This investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7 On March 6, 2023, the Court certified a class consisting of “[a]ll persons who are employed or have been employed as an hourly employee by Wood Tech, Inc. in the State of California from May 10, 2018 until the date of distribution of class notice.”. One person has opted out of the class.
- 2.8 The parties mediated the case on November 14, 2022, and May 24, 2023. Justice James Lambden (Ret.) presided over these mediations that led to this Agreement to settle the Action.
- 2.9 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

- 3.1 **Gross Settlement Amount.** Defendant Wood Tech, Inc. promises to pay \$2,000,000, as full and final settlement and compromise of the Action, in its entirety, including without limitation any and all of the claims alleged in the Operative Complaint on file in this Action and any and all claims arising out of the facts, circumstances, transactions or occurrences alleged in the Operative Complaint on file in this Action, and in exchange for the releases of claims set forth below, and no more, as the Gross Settlement Amount. Defendant Wood Tech, Inc. also promises to separately pay all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.
- 3.2 The Gross Settlement Amount includes all Individual Class Payments to Class Members, all Individual PAGA Payments to Aggrieved Employees; all attorneys’ fees, costs and expenses incurred by Plaintiff, the Class Members and the Aggrieved Employees in connection with the prosecution, defense, mediation and settlement (e.g., documenting the Settlement, securing court approval of the Settlement of the Action, administering the Settlement, and obtaining entry of judgment) of the Action, including without limitation the Class Counsel Fees and Class Counsel Expenses (as described below); all payments to the LWDA, including without limitation the LWDA PAGA Payment (as described below); the Administrator’s Expenses; the Class Representative Service Award to the named Plaintiff (as described below); and the employee-share of all taxes and withholdings to be deducted from the Wage Portion of the Individual Class Payments to Class Member; all in the amounts approved by the Court.

- 3.3 Defendants have not agreed to pay, and shall not be liable to pay, any amount in excess of the Gross Settlement Amount; with the sole exception that Defendant Wood Tech, Inc. shall separately pay the employer's portion of payroll taxes on the Wage Portion of the Individual Class Payments to Class Members.
- 3.4 Defendant Wood Tech, Inc. has no obligation to pay the Gross Settlement Amount (or any payroll taxes on the Wage Portion of the Individual Class Payments to Class Members) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.5 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff. A Class Representative Service Award to the Class Representative of not more than \$10,000 shall be paid to the Class Representative, which is in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Class Member and/or Aggrieved Employee. Defendants will not oppose Plaintiff's request for a Class Representative Service Award that does not exceed this amount.

Plaintiff will seek Court approval for any Class Representative Service Awards as part of the motion for final approval. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. The Class Representative assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

- (b) To Class Counsel. Class Counsel Fees of not more than 33 percent of the Gross Settlement Amount, and Class Counsel Expenses of not more than \$18,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts.

Plaintiff and/or Class Counsel will file a motion for an award of attorneys' fees and expenses no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees and/or Class Counsel Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

The Administrator will pay the Class Counsel Fees and Class Counsel Expenses using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and the Class Counsel Expenses and holds Defendants harmless, and

indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator. Administrator's Expenses not to exceed \$10,500 except for a showing of good cause and as approved by the Court. To the extent the Administrator's Expenses are less or the Court approves payment less than the amount set forth herein, the Administrator will allocate the remainder to the Net Settlement Amount.
- (d) To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with seventy-five (75%) percent (\$75,000) allocated to the LWDA PAGA Payment and twenty-five (25%) percent (\$25,000) allocated to the Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by (1) dividing \$25,000 (the Aggrieved Employees' 25 percent share of PAGA Penalties) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (2) multiplying the result by the particular Aggrieved Employee's PAGA Period Pay Period(s).

The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

- (e) To Each Participating Class Member. After payment from the Gross Settlement Amount of the Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses, Administrator's Expenses, Individual PAGA Payments and LWDA PAGA Payment, the remainder of the Gross Settlement Amount (the "Net Settlement Amount") shall be paid to the Class Members as Individual Class Payments.

The Administrator will calculate each Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period and (1) multiplying the result by the particular Class Member's Workweek(s).

- (f) Tax Allocation of Individual Class Payments. Seventy (70%) percent of each Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. The remaining thirty (30%) percent of each Class Member's Individual Class Payment will be allocated twenty-five (25%) percent to settlement of claims for interest and liquidated damages and five (5%) percent to settlement of claims for statutory penalties (the "Non-Wage Portion"). The

Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

The Court's decision to reallocate the Wage and Non-Wage Portions shall not constitute a material modification to the Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Class and Aggrieved Employee Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect privacy rights, the Administrator must maintain the Class and Aggrieved Employee Data in confidence, use the Class and Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class and Aggrieved Employee Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class and Aggrieved Employee Data omitted any Class and Aggrieved Employee Data and to provide corrected or updated Class and Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class and Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class and Aggrieved Employee Data. The Settlement Administrator will manage a process by which Class Members and Aggrieved Employees can submit information to challenge the Settlement Administrator's information for purposes of determining the individual class member's share of the Net Settlement Fund if necessary.
- 4.2 Funding of Gross Settlement Amount. Defendant Wood Tech, Inc. shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 5 business days after the Effective Date.
- 4.3 Payments from the Gross Settlement Amount. The Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administrator's Expenses Payment, the Class Counsel Fees, the Class Counsel Expenses, and the Class Representative Service Award within 14 days after Defendant Wood Tech, Inc. funds the Gross Settlement Amount. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- (a) The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via first class mail. The face of each check shall prominently state the date (not less than 180 days after the date of mailing)

when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send a Class Member who is also an Aggrieved Employee a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- (b) The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a forwarding address. The Administrator must re-mail checks to any forwarding address provided or to an address ascertained through the Address Search within three (3) days of receiving a returned check. The Administrator need not take further steps to deliver checks to Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member or Aggrieved Employee prior to the void date.
- (c) For any Class Member or Aggrieved Employee whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit these residual funds to the remaining Class Members/Aggrieved Employees, each of whom shall be paid an equal share of the residual funds; provided, however, if the total amount of the residual funds is less than \$3,300, the Administrator shall transmit the residual funds to Centro Legal de la Raza as the cy pres recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with Centro Legal de la Raza. The Administrator shall deduct its reasonable cost for the redistribution from the residual funds (estimated to be no more than \$2,000) prior to redistribution. The redistribution checks will be valid for 45 days. The balance of any remaining uncashed funds shall be distributed to Centro Legal de la Raza as mentioned above.
- (d) The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as retirement or 401(k) plan contributions, compensation, bonuses or benefits under other employment benefit plans or programs) beyond those specified in this Agreement.
- (e) The Administrator shall withhold 10 percent of the Class Counsel Fees in an interest-bearing account, maintained by the Administrator, pending the

submission and approval of a final compliance status report after completion of the distribution process.

5. RELEASES OF CLAIMS

5.1 The following releases of claims shall be effective on the date when Wood Tech, Inc. and/or the Guarantor fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments:

- (a) Plaintiff's Release. Plaintiff waives and generally releases the Released Parties, and each of them, from and against any and all claims, whether known or unknown, that Plaintiff has or may have against the Released Parties, or any of them, which arose on or prior to the date of the Court's Preliminary Approval of the Settlement, including without limitation any and all claims related to or arising from his employment with Defendants, and any and all state and federal wage and hour claims against the Released Parties, or any of them, that are alleged or could have been alleged based on the allegations in the Operative Complaint, including any PAGA Penalties based on the allegations in the Operative Complaint, but not including any claims for workers' compensation benefits.
- (b) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release in Par. 5.1 above, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Class Members. Each Class Member waives and releases the Released Parties, and each of them, from and against any and all claims, whether known or unknown, suspected or not suspected to exist, against the Released Parties, or any of them, arising out of the allegations of the First Amended Complaint on file in the Action during the Class Period, including but not limited to claims for straight time and overtime wages, meal and rest period violations, meal period premiums, rest period premiums, waiting time penalties, and accurate and complete wage statements, or arising under Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 516, 558.1, 1194, 1194.2, 1198, 1199 or Sections 11 and 12 of Wage Order 1-2001, or under California Business and Professions Code § 17200, et seq. for violations of the above-cited Labor Code sections as well as Section 1174, and claims for attorney's fees and costs associated with any of the above claims. Participating Class Members do not release any other claims, such as claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees. Each Aggrieved Employee waives and releases the Released Parties, and each of them, from and against any and all claims, whether known or unknown, suspected or not suspected to exist, against the Released Parties, or any of them, for civil penalties pursuant to the Labor Code Private Attorneys General Act arising out of the allegations of the First Amended Complaint on file in the Action during the PAGA Period, including but not limited to claims for straight time and overtime wages, meal and rest period violations, meal period premiums, rest period premiums, waiting time penalties, and accurate and complete wage statements, or arising under Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 516, 558.1, 1194, 1194.2, 1198, 1199 or Sections 11 and 12 of Wage Order 1-2001, or Section 1174, and claims for attorney's fees and costs associated with any of the above claims.

6. MOTION FOR PRELIMINARY APPROVAL

- 6.1 Defendants' Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed joint declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and cy pres recipient identified in paragraph 4.3(c). In their declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel at least seven days prior to filing all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the motion for preliminary approval and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed order granting preliminary approval and approval of PAGA settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class and Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members, Aggrieved Employees, and the proposed cy pres recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (vi) a draft declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for preliminary approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the motion for preliminary approval; and for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for preliminary approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the proposed Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrator's Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- (a) The Administrator shall notify Class Counsel no later than three (3) business days after receipt of the Class and Aggrieved Employee Data that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class and Aggrieved Employee Data, the Administrator will send to all Class Members and Aggrieved Employees identified in the Class and Aggrieved Employee Data, via first-class mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently display

the number of Workweeks used to calculate the Class Member's Individual Class Payment. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections and Workweek challenges will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, Defendants Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class and Aggrieved Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Workweek Challenges. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6 Objections to Settlement.

- (a) Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 - (b) The Administrator shall provide Class Counsel with any objections that it has received no later than five (5) days after Class Members' time to submit objections has expired.
- 7.7 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement, motion for preliminary approval, the Preliminary Approval, the Long Form Class Notice, the motion for final approval, the motion for class counsel fees and expenses, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8 Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, objections received, workweek challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report").
- 7.9 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the motion for final approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.10 Final Report and Compliance Declaration by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount except the 10 percent of Class Counsel Fees held back pursuant to paragraph 4.3(e), the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL

- 8.1 Not later than 5 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, which shall include a request for approval of the Class settlement and of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed order granting Final Approval, and a proposed Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the motion. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the motion for final approval. Plaintiff shall file any objections that were submitted by Class Members along with the motion for final approval.
- 8.2 Response to Objections. Each Party retains the right to respond to any objection raised by a Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses and/or Administrator Expenses shall not constitute a material modification to the Agreement.
- 8.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.5 Compliance Hearing. The motion for final approval will include dates for a compliance hearing to be held after the settlement has been fully administered. The parties will file a status report with a courtesy copy delivered to Dept. 23 at least five (5) court days prior to the compliance hearing.
- 8.6 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses set forth in this Settlement, the Parties, their respective counsel and all Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally

resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount or the Net Settlement Amount.

- 8.7 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator's Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. ADDITIONAL PROVISIONS.

- 9.1 Guaranty. Defendant Wood Tech, Inc.'s President and CEO Juan D. Figueroa ("Guarantor") makes a personal guarantee to insure the punctual payments of all indebtedness of Wood Tech, Inc. under the terms of this Settlement. If Wood Tech, Inc. fails to timely pay the amounts owed under this Agreement, Plaintiff shall have the option of demanding payment of the unpaid portion of the Gross Settlement Amount from the Guarantor. The Guarantor shall pay in full the entire unpaid portion of the Gross Settlement Amount no later than thirty (30) calendar days after Plaintiff makes a written demand therefor, and Plaintiff shall not be required to proceed first against Wood Tech, Inc., against any other person or entity or against any collateral security, before resorting to serving a written demand to the Guarantor for payment.
- 9.2 Default. In the event of default by both Wood Tech, Inc. and Guarantor, Plaintiff shall have the option to file a Stipulation of Judgment with the Court (a written form of which will be executed as part of the settlement) for the unpaid portion of the Gross Settlement Amount as of the date of default. Such stipulation of judgment will set forth the unpaid portion of the Gross Settlement Amount which remains due and owing for wages, statutory and PAGA penalties, interest and liquidated damages, Class Representative Service Award, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment as set forth earlier in this Agreement and shall state that Wood Tech, Inc. and Guarantor – both Defendants – are both judgment-debtors each jointly and severally liable for the entire unpaid portion of the Gross Settlement Amount.

For purposes of this Paragraph 9.2, a default shall occur: (a) if the Gross Settlement Amount has not been paid by the thirtieth (30th) calendar day following the service of Plaintiff's written demand for payment to Guarantor under Paragraph 9.1 of this Agreement; (b) if, prior to the payment of the Gross Settlement Amount, Wood Tech, Inc. or Guarantor files any petition in bankruptcy, voluntarily or involuntarily, or makes an assignment for the benefit of creditors; or (c) if, prior to the payment of

the Gross Settlement Amount, any attachment or garnishment is taken against Wood Tech, Inc. or Guarantor which impairs both Wood Tech, Inc.'s and Guarantor's ability to pay the Gross Settlement Amount on a timely basis.

As it relates to any bankruptcy proceeding, Plaintiffs may use the Stipulation of Judgment in any manner in the bankruptcy proceeding.

- 9.3 Parties to Bear Their Own Attorney's Fees and Costs. With the sole exception of the Class Counsel Fees and Class Counsel Expenses to be paid from the Gross Settlement Amount, each party to this Agreement shall bear all of its or his own attorneys' fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of this Action.
- 9.4 No Admission of Liability, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants defenses in the Action have merit provided, however, that Plaintiff agrees that a good faith dispute exists between the parties as to the claims alleged in the Operative Complaint, including any claims for alleged unpaid wages. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 9.5 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the motion for preliminary approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion for preliminary approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 9.6 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member or Aggrieved Employee to object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 9.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding all oral representations, warranties, covenants or inducements made to or by any Party.
- 9.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.9 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Justice James Lambden, and/or the Court for resolution.
- 9.10 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 9.11 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 9.13 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.14 Prevailing Party Attorney Fees. If Pham, Wood Tech, Figueroa or Vega (a "Party") brings any claim or action for breach of, or to enforce the terms of, this Agreement, the prevailing Party in said action shall be entitled to recover its costs and attorneys'

fees incurred in the prosecution or defense of said claim or action, in addition to any other relief to which said Party may be entitled.

- 9.15 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 9.16 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.17 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.18 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class and Aggrieved Employee Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 9.19 Information Provided Under Mediation Non-Disclosure Agreement. All information provided to Class Counsel pursuant to the Mediation Non-Disclosure Agreement, dated April 27, 2023, between Wood Tech, Inc. and Class Counsel shall be and remain confidential, and shall be returned or destroyed, in accordance with the terms and conditions of said Mediation Non-Disclosure Agreement, which remains in full force and effect.
- 9.20 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.21 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.22 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

If to Plaintiff and/or class members, to their attorneys at the following address:

Xinying Valerian (xinying@valerianlaw.com)
Dan Gildor (dan@valerian.law)
Valerian Law, P.C.
1530 Solano Avenue
Albany, California 94707

If to Defendants Wood Tech, Inc. and/or Juan D. Figueroa, to their attorney at the following address:


Stephen Thomas Davenport, Jr. (tom@laborcounsel.com)
Jeffrey G. McClure (jeff@laborcounsel.com)
Davenport Gerstner & McClure, PC
2540 Camino Diablo, Ste. 200
Walnut Creek, CA 94597

If to Defendant Herbert G. Vega, to his attorney at the following address:

Roni Rotholz (rrotholz@aol.com)
Law Offices of Roni Rotholz
1870 Olympic Blvd., Suite 120
Walnut Creek, CA 94596

- 9.23 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 9.24 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree pursuant to Code of Civil Procedure section 583.330 that the signing of this Agreement extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of the Court's settlement approval process.

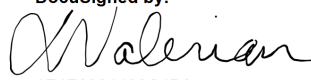
Dated: June 29, 2023.

DocuSigned by:

9761A953F7164D1...

Hung Pham
Plaintiff

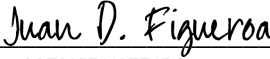
Approved as to form:

Dated: June 29, 2023. VALERIAN LAW, P.C.

DocuSigned by:

1E4F6004462C4B6...


Xinying Valerian
Counsel for Plaintiff Hung Pham and the Class

Dated: June 30, 2023.

DocuSigned by:

3CE025F419FE4DC...

Wood Tech, Inc.
Defendant
By: Juan D. Figueroa, Authorized Officer


Dated: June 30, 2023.

DocuSigned by:

3CE025F419FE4DC...

Juan D. Figueroa
Defendant


Approved as to form:

Dated: June July 26, 2023. DAVENPORT GERSTNER & McCLURE, P.C.

DocuSigned by:

F89F3C8632DA482...

Stephen Thomas Davenport, Jr.
Counsel for Defendants Wood Tech, Inc.
and Juan D. Figueroa

Dated: June 30, 2023.

DocuSigned by:

7971FEC34F4243F...

Herbert G. Vega
Defendant

Approved as to form:

Dated: June 29, 2023. LAW OFFICES OF RONI ROTHOLZ

DocuSigned by:

5DD67F718A42413...

Roni Rotholz
Counsel for Defendant Herbert G. Vega

Exhibit A



Superior Court of California in and for Alameda County
Hung Pham v. Wood Tech, et al.
Case No. 22CV011080

Class Action Notice

Authorized by the Superior Court of California in and for Alameda County

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, Hung Pham v. Wood Tech, et al., brought on behalf of all persons who are employed or have been employed as an hourly employee by Wood Tech, Inc. in the State of California from May 10, 2018, through April 4, 2023. You received this notice because you are a member of the group of people affected, called the "class," and are entitled to a share of the settlement. This notice tells you how to get more information and what your choices are.

What are my choices?

| | |
|----------------------------|--|
| Do Nothing | Get a share of the settlement based on the number of work weeks you worked set forth below |
| Object | Tell the Court why you don't like the settlement. |
| Correct Information | Submit evidence that the number of work weeks you worked set forth below is wrong and should be corrected. |

The number of workweeks you worked:

Wood Tech's records show that you worked [workweeks] work weeks from May 10, 2018, through April 4, 2023.

If you want to object or correct the workweek information, you must do so by:

MM/DD/YYYY

You can learn more at:

[settlement website].com
(You can also scan QR code below)

Key things to know:

- This is an important legal document.
- If you take no action, you will be bound by the settlement, and your rights will be affected.
- If you have questions or need assistance, please call **1-800-222-3333**.



Exhibit B



Superior Court of California in and for Alameda County
Hung Pham v. Wood Tech, et al.
Case No. 22CV011080

Class Action Notice

Authorized by the Superior Court of California in and for Alameda County

Did you work as an hourly employee at Wood Tech, Inc. in the State of California from May 10, 2018, through April 4, 2023?

There is a settlement of class action lawsuit that affects your rights.

No money is available yet.
Please be patient

You will automatically receive your share of the settlement determined by the number of weeks you worked at Wood Tech.

You can object to the settlement or contest the number of workweeks used to calculate your share.

You can learn more at [[settlement website](#)].

About This Notice..... 3

- 1. Why did I get this notice?..... 3
- 2. What do I do next? 3
- 3. What are the most important dates? 3

Learning About the Lawsuit 4

- 4. What is this lawsuit about?..... 4
- 5. Why is there a settlement in this lawsuit?..... 4
- 6. What happens next in this lawsuit? 4

Learning About the Settlement 5

- 7. What does the settlement provide?..... 5
- 8. How much will my payment be? 6

Deciding What You Want to Do..... 6

- 9. How do I weigh my options? 6
- 10. What are the consequences of doing nothing? 6
- 11. Do I have a lawyer in this lawsuit?..... 7
- 12. Do I have to pay the lawyers in this lawsuit? 7

Opting Out 8

- 13. What if I don't want to be part of this settlement?..... 8

Objecting..... 8

- 14. What if I disagree with the settlement? 8

Key Resources 9

- 15. How I get more information? 9

About This Notice

1. Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Hung Pham v. Wood Tech, Inc., et al.*, that was brought on behalf of all persons who are employed or have been employed as an hourly employee by Wood Tech, Inc., in the State of California from May 10, 2018, through April 4, 2023. **You received this notice because you are a member of the group of people affected, called the “class.”**

This notice gives you a summary of the terms of the proposed settlement, explains the rights you have as a class member, and helps you make an informed choice about what to do.

This notice is an important legal document that you should read in its entirety. If you have questions or need assistance, please go to [settlement website] or call 1-800-000-0000.

2. What do I do next?

Read this notice to understand the settlement and decide if you want to:

| | |
|---|--|
| CONTEST THE NUMBER OF WORKWEEKS WORKED | Provide evidence that you worked more weeks than reflected in the notice that was mailed to you. |
| OBJECT | Tell the Court why you don't like the settlement |
| DO NOTHING | Get your share of the settlement determined by the number of weeks you worked at Wood Tech. |

Read on to understand the specifics of the settlement and what each choice would mean for you.

3. What are the most important dates?

| | |
|---|-------------------|
| Your deadline to contest the number of weeks worked | October 14, 2023 |
| Your deadline to object to the settlement: | October 14, 2023 |
| Settlement approval hearing | December 12, 2023 |

Learning About the Lawsuit

4. What is this lawsuit about?

Hung Pham filed a class action lawsuit in 2022 alleging that Wood Tech, Inc. and its owner, Juan D. Figueroa (“Defendants”), failed to provide him and other hourly employees like him proper meal and rest periods. The lawsuit also alleges that Defendants failed to pay employees for all hours worked, including overtime, failed to provide employees accurate wage statements, and failed to pay employees all their wages due when they quit or were terminated. Defendants deny that they did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit by visiting: [\[settlement website\]](#).

5. Why is there a settlement in this lawsuit?

A class action settlement is the resolution of a case for all the affected persons in the class. It can provide money and sometimes changes to the practices that caused harm in the first place.

The Court has not decided this case in favor of either side. The parties have agreed to settle the case, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

6. What happens next in this lawsuit?

The Court will hold a hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Dept. 23, Oakland - Administration Building, 1221 Oak Street, Oakland, CA 94612

When: 3:00 p.m. on December 12, 2023

The Court has approved this notice of settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement. Please be patient.

You don't have to attend the hearing, but you may attend at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to settlement.website.com.

Learning About the Settlement

7. What does the settlement provide?

Defendants have agreed to pay \$2,000,000 as full and final settlement of the claims in this case. This money will be used to pay for costs and fees approved by the Court, including the Class Counsel's fees and expenses, the cost of administering this settlement (expected to be approximately \$10,500), civil penalties paid to the State of California in the amount of \$75,000, and \$10,000 to Hung Pham to compensate him for his time and effort in bringing this action and serving as a class representative. The remainder will be distributed to the 155 class members. The individual shares will be proportionately determined by the number of weeks they worked for Defendants.

You will have 180 days in which to cash your check. If you do not, the check will be void and the money redistributed to those class members and aggrieved employees who cashed their check provided that the total amount available for such a redistribution is greater than \$3,300. The uncashed funds will be distributed in equal shares. The redistribution checks will be valid for 45 days. If the amount available for redistribution is less than \$3,300, the uncashed balance—as well as any uncashed balance after redistribution—will be donated to Centro Legal de la Raza. You will still be bound by the terms of the settlement.

As part of the settlement, you will release Wood Tech, and its shareholders, directors, officers, employees, supervisors, managers, agents and attorneys, and Juan D. Figueroa and Herbert G. Vega and their respective spouses, from any and all claims, whether known or unknown, suspected or not suspected to exist, arising out of the allegations of the First Amended Complaint on file in this Action between May 10, 2018, and April 4, 2023, including but not limited to claims for straight time and overtime wages, meal and rest period violations, meal period premiums, rest period premiums, waiting time penalties, and accurate and complete wage statements, or arising

under Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 516, 558.1, 1194, 1194.2, 1198, 1199 or Sections 11 and 12 of Wage Order 1-2001, or under California Business and Professions Code § 17200, et seq. for violations of the above-cited Labor Code sections as well as Section 1174, or under the Private Attorneys General Act, Labor Code Section 2698, et seq., and claims for attorney's fees and costs associated with any of the above claims.

8. How much will my payment be?

Your payment amount will depend on the amount fees, costs, and class representative payments that the Court approves.

Your share will also depend on the total number of weeks you worked for Defendants. Please refer to the notice you received in the mail to verify the number of weeks you worked between May 10, 2018, and April 4, 2023 according to Defendants' records.

If you want, you can contest the number reported above by mailing evidence to support your contention to the settlement administrator at the address to the right. Your contest must be postmarked by [objection postmark] and must include the case name and number (*Hung Pham v. Wood Tech, Inc., et al.*, Case No. 22CV011080; your full name, address and telephone number, and email address (if you have one); and an explanation setting forth the reason why you believe the number based on Defendants' records is incorrect.

Deciding What You Want to Do

9. How do I weigh my options?

You have three options. You can do nothing and get your share of the settlement automatically, you can object to the settlement, or you can contest the number of workweeks you worked for Defendants.

10. What are the consequences of doing nothing?

If you do nothing, you will automatically get your share of the settlement based on the number of workweeks that you worked for Defendants between May 10, 2018, and April 4, 2023.

Please see the settlement agreement, which can be found at [\[settlement website\]](#), for a full description of the claims and persons who will be released if this settlement is approved.

11. Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers—called Class Counsel—to work on the case and defend the interests of all the class members. If you want to be represented by your own attorney, you may hire one at your own expense. For this settlement, the Court has appointed the following individuals and lawyers.

Settlement Administrator
Main Avenue
Suite 1
City, ST 00000-0000
1-800-000-00000
Cleveland, OH 44113

Class Representatives: Hung Pham

Class Counsel: Valerian Law, P.C. This is the law firm that negotiated this settlement on your behalf. **You will not be charged for its services.**

12. Do I have to pay the lawyers in this lawsuit?

Attorneys' fees and costs will be paid from the Settlement Fund used to pay out class members' claims. You will not have to pay the lawyers directly.

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up to 33 percent of the Settlement Fund in attorneys' fees plus the reimbursement of out-of-pocket expenses estimated to be about \$18,000. Attorneys' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the attorneys' fees even if you think the settlement terms are fair.

Opting Out

13. What if I don't want to be part of this settlement?

The time to opt out of the class has passed.

Objecting

14. What if I disagree with the settlement?

If you disagree with any part of the settlement (including the attorneys' fees), you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement as is—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you can send a letter to the Settlement Administrator that:

- (1) is postmarked by [objection postmark];
- (2) includes the case name and number (*Hung Pham v. Wood Tech, Inc., et al.*, Case No. 22CV011080);
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your counsel intend to appear at the final approval hearing and your counsel's name; and
- (6) your signature.

Mail the letter to the following address:

Settlement Administrator
Main Avenue
Suite 1
City, ST 00000-0000
1-800-000-0000
Cleveland, OH 44113

You can also attend the final approval hearing at your own expense and ask the Court for permission to speak and express your opinion about the settlement.

Key Resources

15. How I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a hard copy of the settlement agreement or get answers to your questions:

- contact Class Counsel (information below)
- visit the case website at [[settlement website](#)]
- access the Court's [eCourt Public Portal online](#) or by visiting the Clerk's office of the Court (address below).

| | |
|---------------------------------|--|
| Case website | [settlement website] |
| Settlement Administrator | Settlement Administrator Main Avenue Suite 1 City, ST 00000-0000 1-800-000-00000 |
| Class Counsel | Valerian Law, P.C. xinying@valerian.law 1530 Solano Ave Albany, CA 94707 |
| Clerk's Office | Rene C. Davidson Courthouse 1225 Fallon Street Oakland, CA 94612 |

To access the Court's [eCourt Public Portal online](#), you will need to create an account. You can then access documents by clicking on "Searches," on the next page clicking on "Case Number Search," then entering the case number 22CV011080 and clicking "Search." On the following page, click the link "[PHAM vs WOOD TECH, INC., et al.](#)" You may then download images of every document filed in the case for a fee. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

Exhibit 2

1 Xinying Valerian (SBN 254890)
xinying@valerian.law
2 Dan Gildor (SBN 223027)
dan@valerian.law
3 VALERIAN LAW, P.C.
1530 Solano Ave.
4 Albany, CA 94707
Phone: 510-567-4630; Fax: 510-982-4513

5 Attorneys for Plaintiff and the Certified Class
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

10 HUNG PHAM, individually and on behalf
of all others similarly situated,

11 Plaintiff,

12
13 v.

14 WOOD TECH, INC., JUAN D.
15 FIGUEROA, HERBERT G. VEGA, and
DOES 2 through 10, inclusive,

16 Defendants.
17

Case No. 22CV011080

ASSIGNED FOR ALL PURPOSES TO JUDGE
BRAD SELIGMAN

DEPARTMENT 23

**DECLARATION OF JODEY LAWRENCE IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL**

Date: August 1, 2023
Time: 3:00 P.M.

Complaint Filed: May 10, 2022
Trial Date: Not Set

Reservation #: 526692042237

18
19
20 I, **JODEY LAWRENCE**, declare as follows:

21 1. I have personal knowledge of the facts set forth herein and if called upon to testify, I
22 could and would do so competently under oath.

23 2. I am employed by Phoenix Class Action Administration Solutions ("Phoenix"), as
24 President of Business Development.

25 3. I personally have over fourteen years of experience in claims management and
26 administration of class and collective action matters.
27
28

1 4. Phoenix has never had any financial interests in nor affiliation with the Parties or
2 counsel in the matter of *Hung Pham v. Wood Tech, Inc., Juan D. Figueroa, Herbert G. Vega*. Phoenix
3 also has no actual or potential conflicts of interest with the Class.

4 **Qualifications and Experience as an Administrator**

5 5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit**
6 **A.**

7 6. Phoenix has extensive experience administering class action matters and has been
8 appointed as the Administrator in matters pending in both State and Federal courts. Phoenix has
9 administered complex wage and hour, labor and employment, consumer/product liability, TCPA,
10 FLSA, FACTA, ERISA, PAGA, and class action matters through final approval and distribution.
11 Phoenix has developed a robust system of quality assurance measures to ensure that the highest
12 quality service is provided.

13 7. Phoenix has extensive experience in, and are experts, at all aspects of administrating
14 complex class action matters including: (a) preparing, translating, printing, mailing and tracking
15 privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement
16 websites; (d) claims management; (e) USPS processes and systems, including third party tracing and
17 the use of reverse telephone directory services; (f) database management, programming and security
18 protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and
19 account reconciliation.

20 8. Phoenix's Claims Management Group has extensive experience in all aspects of
21 Notification and Identification of Class Members, Claims Processing, Formulation and Calculation
22 Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

23 **Protection of Class Data**

24 9. Phoenix has adequate procedures in place to safeguard the data and funds to be
25 entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management
26 on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the
27 continuance of business processes, and all risk, vulnerability, and security assessments as it pertains
28

1 to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with
2 Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All
3 processing of confidential and personal information is handled and maintained within the
4 organization and therefore all data received is kept within a strict chain of custody internally. All
5 informational assets are classified and assigned based on an initial case assessment as well as client
6 and procedural requirements. The Technology Group handles all higher-level ownership of
7 information and physical peripherals, as well as ownership of direct/indirect assets associated with
8 technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared
9 Ownership or Management Capability based on procedural needs and security level granted.

10 10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance
11 Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards
12 regarding the following:

- 13 a. Phoenix's Business Continuity Policy;
- 14 b. Phoenix's Disaster Recovery Plan;
- 15 c. Phoenix's Incident Response Plan;
- 16 d. Phoenix's Personal Computer Security Policy;
- 17 e. Phoenix's Data Archiving and Retention Policy;
- 18 f. Phoenix's Personnel Security Policy;
- 19 g. Phoenix's Risk Assessment;
- 20 h. Phoenix's Service Provider Risk Assessment;
- 21 i. Phoenix's Classification and Access Rights Policy;
- 22 j. Phoenix's Password Policy;
- 23 k. Phoenix's Certification of Destruction; and
- 24 l. Phoenix's Security Awareness Training Program.

25 11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of
26 liability of \$2,000,000.00, in addition to, cyber insurance policy, with a limit of liability of
27 \$3,000,000.00.

28

1 **Procedures for Notice Preparation and Distribution**

2 12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of
3 all Class Members through the National Change of Address Database (“NCOA”) to determine any
4 updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is
5 returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to
6 whom the returned Class Notice had been mailed within three (3) calendar days of receipt of the
7 returned Class Notice, by undertaking skip tracing. If Phoenix is successful in obtaining a new
8 address, it will promptly re-mail the Class Notice to the Class Member. Furthermore, any Class
9 Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be
10 promptly remailed to the forwarding address affixed thereto.

11 13. Phoenix only employs certified and/or qualified translators to translate Court-
12 approved notices for posting on Phoenix’s website and dissemination to the Class.

13 14. Phoenix’s costs are reasonable and competitive when compared to the industry.

14 15. To complete the administration for *Hung Pham v. Wood Tech, Inc., Juan D. Figueroa,*
15 *Herbert G. Vega* case, Phoenix will include hard cost and hourly costs detailed below:

- 16 • **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
17 NCOA, Skip Tracing, Remailing, and Translation costs.
- 18 • **Hourly Cost:** The hourly rates include Programming Database & Setup,
19 Project Management, Notice Packet Formatting, Programming Undeliverable,
20 Programming Claims Database, Programming Calculations, Disbursement
21 Review, Printing of Notice & Checks, Reconcile Uncashed Checks,
22 Conclusion Reports, Potential Tax Filing, and Case
23 Management/Maintenance.

24 16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true
25 and correct copy of Phoenix’s Will Not Exceed quote of \$10,500 is attached hereto as **Exhibit B**.

26 ///

27 ///

28

1 I declare under the penalty of perjury under the laws of the United States and California the
2 foregoing is true and correct. Executed on June 22, 2023 at Orange, California.

3
4 
5 Jodey Lawrence

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

| | |
|-----------------------|--------------------|
| Class Members | 156 |
| Opt Out Rate | 1% |
| Opt Outs Received | 2 |
| Total Class Claimants | 154 |
| Subtotal Admin Only | \$10,350.00 |

Not-to-Exceed Total \$10,350.00

For 156 Members

Pricing Good for Scope of Estimate Only

June 26, 2023

Case: Pham v. Wood Tech Administration wLanguage - Color Notice

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Dan Gildor

Firm: VALERIAN LAW, PC

Contact Number: 510-567-4630

Email: dan@valerian.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 156 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks: | Rate | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager | \$100.00 | 2 | \$200.00 |
| Programming Database & Setup | \$100.00 | 2 | \$200.00 |
| Toll Free Setup* | \$140.08 | 1 | \$140.08 |
| Call Center & Long Distance | \$2.00 | 16 | \$32.00 |
| NCOA (USPS) | \$75.00 | 1 | \$75.00 |
| Setup Website | \$500.00 | 1 | \$500.00 |
| Web Hosting 1 Year | \$200.00 | 1 | \$200.00 |
| Total | | | \$1,347.08 |

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet & Postage / Spanish Translation / Reporting

| Project Action | Rate | Hours/Units | Line Item Estimate |
|----------------------------------|------------|-------------|--------------------|
| Notice Packet Formatting | \$100.00 | 2 | \$200.00 |
| Data Merge & Duplication Scrub | \$0.25 | 156 | \$39.00 |
| Color Notice Packet | \$3.50 | 156 | \$546.00 |
| Estimated Postage (up to 2 oz.)* | \$0.87 | 156 | \$135.72 |
| Website with QR Barcodes | \$1,000.00 | 1 | \$1,000.00 |
| Language Translation | \$1,000.00 | 1 | \$1,000.00 |
| Total | | | \$2,920.72 |

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables | | | |
|--|-------------|--------------------|---------------------------|
| Project Action: | Rate | Hours/Units | Line Item Estimate |
| Case Associate | \$55.00 | 4 | \$220.00 |
| Skip Tracing Undeliverables | \$1.50 | 31 | \$46.80 |
| Remail Notice Packets | \$3.50 | 31 | \$109.20 |
| Estimated Postage | \$0.87 | 31 | \$27.14 |
| Programming Undeliverables | \$50.00 | 2 | \$100.00 |
| | | Total | \$503.14 |

| Database Programming / Processing Deficiencies or Disputes | | | |
|---|-------------|--------------------|---------------------------|
| Project Action: | Rate | Hours/Units | Line Item Estimate |
| Programming Claims Database | \$135.00 | 3 | \$405.00 |
| Case Associate | \$55.00 | 3 | \$165.00 |
| Deficiency/Dispute Letters | \$10.00 | 3 | \$30.00 |
| Case Manager | \$85.00 | 3 | \$255.00 |
| | | Total | \$855.00 |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks | | | |
|---|-------------|--------------------|---------------------------|
| Project Action: | Rate | Hours/Units | Line Item Estimate |
| Programming Calculations | \$135.00 | 3 | \$405.00 |
| Disbursement Review | \$135.00 | 3 | \$405.00 |
| Programming Manager | \$95.00 | 3 | \$285.00 |
| QSF Bank Account & EIN | \$125.00 | 2 | \$250.00 |
| Check Run Setup & Printing | \$135.00 | 3 | \$405.00 |
| Mail Class Checks * | \$2.00 | 154 | \$308.88 |
| Estimated Postage | \$0.64 | 154 | \$98.84 |
| | | Total | \$2,157.72 |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations | | | |
|---|-------------|--------------------|---------------------------|
| Project Action: | Rate | Hours/Units | Line Item Estimate |
| Case Supervisor | \$125.00 | 3 | \$375.00 |
| Remail Undeliverable Checks (Postage Included) | \$1.50 | 31 | \$46.33 |
| Case Associate | \$50.00 | 3 | \$150.00 |
| Reconcile Uncashed Checks | \$75.00 | 2 | \$150.00 |
| Conclusion Reports | \$100.00 | 2 | \$200.00 |
| Case Manager Conclusion | \$85.00 | 2 | \$170.00 |
| Final Reporting & Declarations | \$125.00 | 2 | \$250.00 |
| IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included) | \$1,225.00 | 1 | \$1,225.00 |
| | | Total | \$2,566.33 |

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$10,350.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.