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Attorneys for Named Plaintiffs ADRIANA HAYTER,  
LARINE SHIELDS, and TAYLOR EVANS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO**

ADRIANA HAYTER, LARINE SHIELDS,  
and TAYLOR EVANS; individually, and on  
behalf of all other similarly situated persons,  
and on behalf of State of California; and  
ROES 1-100,

Plaintiffs,

v.

EWALD & WASSERMAN RESEARCH  
CONSULTANTS, LLC, a California limited  
liability corporation; KARTIN EWALD, an  
individual; LISA WASERMAN, an  
individual; and DOES 1-20,

Defendants.

Case No. CGC-19-577753

**THIRD SUPPLEMENTAL  
DECLARATION OF YOSEF PERETZ IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
CLASS CERTIFICATION**

**Date:** June 16, 2021

**Time:** 11:00 a.m.

**Dept.:** 304

**Judge:** Hon. Anne-Christine Massullo

1 I, Yosef Peretz, hereby declare and state:

2 1. I am the principal at Peretz & Associates, counsel of record for Named Plaintiffs  
3 ADRIANA HAYTER, *et al.* ("Plaintiffs") in this matter.

4 2. I am submitting this supplemental declaration in support of the briefing for Named  
5 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Class Certification.

6 3. Pursuant to the Court's requested changes at the hearing on this Motion held on June 16,  
7 2021 and subsequent order dated June 21, 2021, the parties further amended the proposed notice  
8 to the class. A true and correct copy of this amended notice is attached hereto as **Exhibit 1**. To  
9 aid the Court's review, a true and correct version which tracks the changes from the previous  
10 version of the proposed notice is attached hereto as **Exhibit 2**.

11 4. Pursuant to the Court's requested changes at the hearing on this Motion held on June 16,  
12 2021 and subsequent order dated June 21, 2021, the parties further amended the proposed Class  
13 Action Settlement. A true and correct copy of the amended and fully executed settlement is  
14 attached hereto as **Exhibit 3**. To aid the Court's review, a true and correct version which tracks  
15 the changes from the previous version of the proposed settlement is attached hereto as **Exhibit 4**.

16 5. Plaintiffs complied with Labor Code § 2699(1)(2) by submitting the amended proposed  
17 PAGA settlement to the LWDA via the agency's website on July 7, 2021. A true and correct  
18 copy of the printout showing that submission is attached hereto as **Exhibit 5**.

19 I declare under penalty of perjury under the laws of California that the foregoing is true  
20 and correct, and that this declaration was executed on July 7, 2021.

21   
22 \_\_\_\_\_  
23 Yosef Peretz  
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# **EXHIBIT 1**

## **NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

***However, your legal rights are affected by whether you act or don't act, so read this notice carefully.***

**TO: All persons who worked for Ewald & Wasserman Research Consultants, LLC, as a Part-Time Telephone Interviewer, or another similar position, classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].**

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

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

All persons who worked for Ewald & Wasserman Research Consultants, LLC as a Part-Time Telephone Interviewer, or another similar position classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].

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

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

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

#### **DO NOTHING**

If you do nothing and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in the Settlement. This Notice provides information about the settlement payments, the scope of the release, and updating your mailing address.

You can read more about how your settlement payment will be calculated by going to [insert settlement website] and viewing the Proposed Settlement Agreement in its entirety.

<p><b>OPT OUT</b></p>	<p>If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class. If you opt out of the Settlement and the Court grants final approval of the Settlement, you will not be sent any payment for your class claims or be bound by any release of your class claims through the Settlement. However, you will be mailed payment for your PAGA claims and will be bound by the release of PAGA claims in the Settlement. This Notice provides information about how to opt out, the deadline to opt out, and updating your mailing address. You can also find more detail about the scope of the class and PAGA claims in Sections 3 and 4 below.</p>
<p><b>OBJECT</b></p>	<p>If you object to the Settlement and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in this Settlement. You will also be bound by the release of all claims released in this Settlement. This Notice provides information about how to object, the deadline to object, the settlement payments, the scope of the release, and updating your mailing address.</p>
<p><b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b></p>	<p>The class and PAGA payments will be apportioned based on the number of workweeks each person worked for Ewald &amp; Wasserman Research Consultants, LLC in California between August 1, 2015 and <b>[Insert Date of Preliminary Approval]</b>. The number of workweeks Ewald &amp; Wasserman Research Consultants, LLC’s records reflect you worked in the relevant time period is set forth in Section 6 below. If you believe that you worked a different number of workweeks, you may submit a workweek dispute. You may submit a workweek dispute no matter how else you’ve responded to this Notice. This Notice provides information on how to submit a workweeks dispute and the deadline to submit a workweek dispute in Section 6 below.</p>
<p><b>UPDATE YOUR CONTACT INFORMATION</b></p>	<p>You can contact the Claims Administrator to update your contact information. If settlement payments are sent, they will be mailed to your address on file. It is important to keep your mailing address up to date if you want to receive a settlement payment.</p>

## WHAT INFORMATION IS IN THIS NOTICE

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3. How Does This Settlement Affect My Legal Rights? .....	Page 4
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### **1. What Is This Case About?**

This class and representative action entitled *Adriana Hayter, et al. v. Ewald & Wasserman Research Consultants, LLC, et al.* was commenced by Plaintiffs Adriana Hayter, Larine Shields, and Taylor Evans (the “Plaintiffs”) in the San Francisco County Superior Court (Case Number CGC-19-577753) against E&W, Katrin Ewald, and Lisa Wasserman (“Defendants”) for alleged wage and hour claims on behalf of other hourly, non-exempt employees working for E&W. A class action means that the Plaintiffs seek to represent all similarly-situated employees who may have been subject to Defendants’ practices. A PAGA representative action means that Plaintiffs seek to enforce certain penalties contained in the California Labor Code by alleging claims against Defendants on behalf of on behalf of similarly-situated persons, the Labor and Workforce Development Agency (“LWDA”), and the State of California.

The various wage claims that Plaintiffs alleged include purported failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest periods, failure to provide sick leave, and related claims including penalties under the California Labor Code. Plaintiffs allege that Defendants modified their employees’ time records by reducing their reported worked-time to avoid paying them for all time worked and earned overtime wages, and by allegedly inserting uncompensable time to satisfy meal period requirements. Plaintiffs also allege that Defendants withheld meal and rest breaks required by law and denied employees’ paid sick leave.

Defendants expressly deny each and every allegation detailed above. Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. There has been no finding or determination of wrongdoing against Defendants. The Court has not made a determination on the merits of the above allegations.

To read the pleadings in this case, and for a full list of claims, visit: <https://www.sfsuperiorcourt.org/online-services> and look up this case using the case number or parties’ names in the paragraph above.

Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong, and the Court has not made any determination in favor of the Plaintiffs or the Defendants in this case. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

## **2. *Why Have I Received This Notice?***

The Court has ordered the parties to this class and representative action to disseminate notice to the class to inform members of their options. Ewald & Wasserman Research Consultant, LLC's records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section 3 below.

**You are a Class Member if you are or ever were an hourly (non-exempt) employee of as a Part-Time Telephone Interviewer, or another similar position, at any time from August 1, 2015 through [Insert Date of Preliminary Approval].**

The Superior Court of the County of San Francisco has conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Judge Anne-Christine Massullo, located at 400 McAllister Street, San Francisco, California 94102, Department 304.

## **3. *How Does This Settlement Affect My Legal Rights?***

The Settlement provides payments to all Class Members in exchange for giving up the right to sue Defendants individually for the conduct described in the lawsuit (the "Released Claims").

The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.

The time period for the Released Claims is the same as the Class Period, and runs from August 1, 2015 through [Insert Date of Preliminary Approval].

## **4. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Claims Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of the Class, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Claims Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your request for exclusion to the Claims Administrator at [address].

By opting out, you will not receive a full settlement payment and will be able to pursue your individual claims against Defendants in a separate lawsuit. Regardless of whether or not you opt out of the full settlement, you will not be able to pursue a representative action under the Private Attorneys' General Act ("PAGA"), Labor Code § 2699, for your employment claims with Defendants covered by this lawsuit. PAGA representative lawsuits are brought by individuals on behalf of similarly situated persons, the LWDA and the State of California. Payments from the Gross Settlement Fund are being made to the LWDA and to you in exchange for a release of PAGA claims, irrespective of whether or not you opt out of the broader Settlement.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members).

#### **5. *How Do I Object to The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written Objection and mailing it to the Claims Administrator at [address] postmarked by [the Response Deadline]. The Objection must state: (a) your full name, address, telephone number and signature (or signature of your authorized representative); and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Claims Administrator by sending his/her written objections to the Claims Administrator, postmarked no later than [the Response Deadline].

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Claims Administrator postmarked on or before on or before [the Response Deadline].

If the Court approves the Settlement, Class Members who object will be mailed a settlement payment for the class and PAGA claims and will be bound by the terms of the Settlement, including the full release of claims.

#### **6. *How Much Money Can I Expect to Receive From This Settlement?***

The Settlement provides for a Gross Settlement Amount of \$144,000. Plaintiffs will request disbursements of \$52,000 for attorneys' fees and costs; \$4,000 each, totaling \$12,000 for Named Plaintiffs Enhancements; up to \$5,000 for administrative costs, and \$3,000 for an LWDA fund. If all of those amounts are approved in full, there will be \$72,000 in the Net Settlement Fund, which will be used to pay participating Class Members for the class claims, and \$3,000 in the LWDA fund, which will be used to pay the Labor and Workforce Development Agency and all Class Members, including Class Members who opted out, for the PAGA claims. If those amounts are not approved in full, then the Net Settlement Fund will increase.

If you do not opt out, you will get a proportionate amount of the Net Settlement Fund based on the number of workweeks you worked for Ewald & Wasserman Research Consultants, LLC during the relevant time period. Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

The amount you will receive cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes. Based upon the calculation above, your approximate share of the Net Settlement Fund is as follows: \$ [redacted], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [redacted] Eligible Work Weeks during the Class Period.



Regardless of whether or not you opt out, you will get a proportionate amount of the LWDA fund. \$2,250 (75%) of the LWDA Fund will go to the Labor and Workforce Development Agency, and the remaining \$750 will be divided among all Class Members using the same method described in the paragraph above. Your approximate share of the LWDA Fund is as follows: \$ [REDACTED], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [REDACTED] Eligible Work Weeks during the Class Period.

The total payment you receive from the Net Settlement Fund (if you do not opt out) and the LWDA is your Individual Settlement Payment. One-third of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining two-thirds of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Class Member Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Claims Administrator may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit *cy pres* recipient subject to Court approval.

#### **7. *How Do I Dispute My Number of Workweeks?***

If you believe the number of Eligible Work Weeks records listed in Section 6 is incorrect, you may provide documentation and/or an explanation to show contrary information to the Claims Administrator at [address] postmarked on or before [the Response Deadline].

If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will still be able to participate in the settlement.

You should keep a copy of all documents you send to the Claims Administrator, especially if you are disputing your number of workweeks.

#### **8. *How Will the Attorneys for the Class and the Class Representative Be Paid?***

The attorneys for the Class and Class Representatives will be paid directly out of the Gross Settlement Amount, in an amount to be determined by the Court but not to exceed \$52,000, inclusive of attorneys' fees and costs of suit.

#### **9. *How Can I Get More Information?***

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Claims Administrator at the telephone number listed below and at [INSERT TELEPHONE NUMBER], toll free. Please refer to the Ewald & Wasserman Research Consultants, LLC class action settlement. You may also visit [insert settlement website] to view this Notice, the full Settlement Agreement, the Complaint in this lawsuit, and all documents filed in connection with preliminary and final settlement approval.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the settlement website above. Additionally, the Court's docket and documents on file in this action are freely available at <https://www.sfsuperiorcourt.org/online-services>.

You may also contact Plaintiffs' counsel at (415) 732-3777 or send an email to [yperetz@peretzlaw.com](mailto:yperetz@peretzlaw.com) and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

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

## **EXHIBIT 2**

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN FRANCISCO  
*Adriana Hayter, et al. v. Ewald & Wasserman Research Consultants, LLC, et al.*  
Case No. CGC-19-577753

**NOTICE OF CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

***However, your legal rights are affected by whether you act or don't act, so read this notice carefully.***

**TO: All persons who worked for Ewald & Wasserman Research Consultants, LLC, as a Part-Time Telephone Interviewer, or another similar position, classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].**

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

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

All persons who worked for Ewald & Wasserman Research Consultants, LLC as a Part-Time Telephone Interviewer, or another similar position classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].

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

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**DO NOTHING**

If you do nothing and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in the Settlement. This Notice provides information about the settlement payments, the scope of the release, and updating your mailing address.

You can read more about how your settlement payment will be calculated by going to [insert settlement website] and viewing the Proposed Settlement Agreement in its entirety.

<b>OPT OUT</b>	If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class. If you opt out of the Settlement and the Court grants final approval of the Settlement, you will not be sent any payment for your class claims or be bound by any release of your class claims through the Settlement. However, you will be mailed payment for your PAGA claims and will be bound by the release of PAGA claims in the Settlement. This Notice provides information about how to opt out, the deadline to opt out, and updating your mailing address. You can also find more detail about the scope of the class and PAGA claims in Sections 3 and 4 below.
<b>OBJECT</b>	If you object to the Settlement and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in this Settlement. You will also be bound by the release of all claims released in this Settlement. This Notice provides information about how to object, the deadline to object, the settlement payments, the scope of the release, and updating your mailing address.
<b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b>	The class and PAGA payments will be apportioned based on the number of workweeks each person worked for Ewald & Wasserman Research Consultants, LLC in California between August 1, 2015 and <b>[Insert Date of Preliminary Approval]</b> . The number of workweeks Ewald & Wasserman Research Consultants, LLC’s records reflect you worked in the relevant time period is set forth in Section 6 below. If you believe that you worked a different number of workweeks, you may submit a workweek dispute. You may submit a workweek dispute no matter how else you’ve responded to this Notice. This Notice provides information on how to submit a workweeks dispute and the deadline to submit a workweek dispute in Section 6 below.
<b>UPDATE YOUR CONTACT INFORMATION</b>	You can contact the Claims Administrator to update your contact information. If settlement payments are sent, they will be mailed to your address on file. It is important to keep your mailing address up to date if you want to receive a settlement payment.

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### **1. What Is This Case About?**

This class and representative action entitled *Adriana Hayter, et al. v. Ewald & Wasserman Research Consultants, LLC, et al.* was commenced by Plaintiffs Adriana Hayter, Larine Shields, and Taylor Evans (the “Plaintiffs”) in the San Francisco County Superior Court (Case Number CGC-19-577753) against E&W, Katrin Ewald, and Lisa Wasserman (“Defendants”) for alleged wage and hour claims on behalf of other hourly, non-exempt employees working for E&W. A class action means that the Plaintiffs seek to represent all similarly-situated employees who may have been subject to Defendants’ practices. A PAGA representative action means that Plaintiffs seek to enforce certain penalties contained in the California Labor Code by alleging claims against Defendants on behalf of on behalf of similarly-situated persons, the Labor and Workforce Development Agency (“LWDA”), and the State of California.

The various wage claims that Plaintiffs alleged include purported failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest periods, failure to provide sick leave, and related claims including penalties under the California Labor Code. Plaintiffs allege that Defendants modified their employees’ time records by reducing their reported worked-time to avoid paying them for all time worked and earned overtime wages, and by allegedly inserting uncompensable time to satisfy meal period requirements. Plaintiffs also allege that Defendants withheld meal and rest breaks required by law and denied employees’ paid sick leave.

Defendants expressly deny each and every allegation detailed above. Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. There has been no finding or determination of wrongdoing against Defendants. The Court has not made a determination on the merits of the above allegations.

To read the pleadings in this case, and for a full list of claims, visit: <https://www.sfsuperiorcourt.org/online-services> and look up this case using the case number or parties’ names in the paragraph above.

Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong, and the Court has not made any determination in favor of the Plaintiffs or the Defendants in this case. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

## 2. *Why Have I Received This Notice?*

The Court has ordered the parties to this class and representative action to disseminate notice to the class to inform members of their options. Ewald & Wasserman Research Consultant, LLC's records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section 3 below.

**You are a Class Member if you are or ever were an hourly (non-exempt) employee of as a Part-Time Telephone Interviewer, or another similar position, at any time from August 1, 2015, through [Insert Date of Preliminary Approval].**

The Superior Court of the County of San Francisco has conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Judge Anne-Christine Massullo, located at 400 McAllister Street, San Francisco, California 94102, Department 304.

## 3. *How Does This Settlement Affect My Legal Rights?*

The Settlement provides payments to all Class Members in exchange for giving up the right to sue Defendants individually for the conduct described in the lawsuit (the "Released Claims").

The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.

The time period for the Released Claims runs from the start of same as the Class Period until [ACTUAL DATE], and runs from August 1, 2015 through [Insert Date of Preliminary Approval].

the Effective Date as defined in the Settlement, which is the date

essentially upon final approval of the Settlement by the Court, including any appeals.

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## 4. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Claims Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of the Class, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Claims Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your request for exclusion to the Claims Administrator at [address].

By opting out, you will not receive a full settlement payment and will be able to pursue your individual claims against Defendants in a separate lawsuit. Regardless of whether or not you opt out of the full settlement, you will not be able to pursue a representative action under the Private Attorneys' General Act ("PAGA"), Labor Code

-4-

Questions? Call the Claims Administrator toll free at [phone number]

§ 2699, for your employment claims with Defendants covered by this lawsuit. PAGA representative lawsuits are brought by individuals on behalf of similarly situated persons, the LWDA and the State of California. Payments from the Gross Settlement Fund are being made to the LWDA and to you in exchange for a release of PAGA claims, irrespective of whether or not you opt out of the broader Settlement.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members).

#### **5. *How Do I Object to The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written Objection and mailing it to the Claims Administrator at [address] postmarked by [the Response Deadline]. The Objection must state: (a) your full name, address, telephone number and signature (or signature of your authorized representative); and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Claims Administrator by sending his/her written objections to the Claims Administrator, postmarked no later than [the Response Deadline].

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Claims Administrator postmarked on or before on or before [the Response Deadline].

If the Court approves the Settlement, Class Members who object will be mailed a settlement payment for the class and PAGA claims and will be bound by the terms of the Settlement, including the full release of claims.

#### **6. *How Much Money Can I Expect to Receive From This Settlement?***

The Settlement provides for a Gross Settlement Amount of \$144,000. Plaintiffs will request disbursements of \$52,000 for attorneys' fees and costs; \$4,000 each, totaling \$12,000 for Named Plaintiffs Enhancements; up to \$5,000 for administrative costs, and \$3,000 for an LWDA fund. If all of those amounts are approved in full, there will be \$72,000 in the Net Settlement Fund, which will be used to pay participating Class Members for the class claims, and \$3,000 in the LWDA fund, which will be used to pay the Labor and Workforce Development Agency and all Class Members, including Class Members who opted out, for the PAGA claims. If those amounts are not approved in full, then the Net Settlement Fund will increase.

If you do not opt out, you will get a proportionate amount of the Net Settlement Fund based on the number of workweeks you worked for Ewald & Wasserman Research Consultants, LLC during the relevant time period. Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

The amount you will receive cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes. Based upon the calculation above, your approximate

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Questions? Call the Claims Administrator toll free at [phone number]



share of the Net Settlement Fund is as follows: \$ [redacted], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

Regardless of whether or not you opt out, you will get a proportionate amount of the LWDA fund. \$2,250 (75%) of the LWDA Fund will go to the Labor and Workforce Development Agency, and the remaining \$750 will be divided among all Class Members using the same method described in the paragraph above. Your approximate share of the LWDA Fund is as follows: \$ [redacted], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

Define The total payment you receive from the Net Settlement Fund (if you do not opt out) and the LWDA is your Individual Settlement Payment

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One-third of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining two-thirds of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

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It is strongly recommended that upon receipt of your Class Member Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Claims Administrator may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit *cy pres* recipient subject to Court approval.

**7. How Do I Dispute My Number of Workweeks?**

If you believe the number of Eligible Work Weeks records listed in Section 6 is incorrect, you may provide documentation and/or an explanation to show contrary information to the Claims Administrator at [address] postmarked on or before [the Response Deadline].

If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will still be able to participate in the settlement.

Keep You should keep a copy of everything all documents you send to the Claims Administrator, especially if you are disputing your number of workweeks.

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**8. How Will the Attorneys for the Class and the Class Representative Be Paid?**

The attorneys for the Class and Class Representatives will be paid directly out of the Gross Settlement Amount, in an amount to be determined by the Court but not to exceed \$52,000, inclusive of attorneys' fees and costs of suit.

**9. How Can I Get More Information?**

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Claims Administrator at the telephone number listed below and at [INSERT TELEPHONE NUMBER], toll free. Please refer to the Ewald & Wasserman Research Consultants, LLC class action settlement. You may also visit [insert settlement website] to view this Notice, the full Settlement Agreement, the Complaint in this lawsuit, and all documents filed in connection with preliminary and final settlement approval.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the settlement website above. Additionally, the Court's docket and documents on file in this action are freely available at <https://www.sfsuperiorcourt.org/online-services>.

~~[Add Plaintiff's attorneys contact info back in]~~

You may also contact Plaintiffs' counsel at (415) 732-3777 or send an email to [yperetz@peretzlaw.com](mailto:yperetz@peretzlaw.com) and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

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

# **EXHIBIT 3**

COLLIN D. COOK, SBN 251606  
ccook@fisherphillips.com  
NATHAN K. LOW, SBN 299587  
nlow@fisherphillips.com  
BRANDON K. KAHOSH, SBN 311560  
bkahoush@fisherphillips.com  
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LISA WASSERMAN

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*Attorneys for Plaintiffs*  
ADRIANA HAYTER; LARINE SHIELDS;  
and, TAYLOR EVANS

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

ADRIANA HAYTER, LARINE SHIELDS,  
and TAYLOR EVANS; individually, and on  
behalf of all other similarly situated persons;  
and ROES 1-100,

Plaintiffs,

v.

EWALD & WASSERMAN RESEARCH  
CONSULTANTS, LLC, a California limited  
liability corporation; KATRIN EWALD, an  
individual; LISA WASSERMAN, an  
individual; and DOES 1-20,

Defendants.

Case No.: CGC-19-577753

*Assigned for all purposes to the  
Honorable Judge Anne-Christine Massullo, Dept.  
304*

**JOINT STIPULATION OF AMENDED AND  
RESTATED CLASS ACTION AND PAGA  
SETTLEMENT**

1 This Stipulation of the Amended and Restated Class Action Settlement and Release is  
2 entered into by Plaintiffs ADRIANA HAYTER (“Hayter”), LARINE SHIELDS (“Shields”), and  
3 TAYLOR EVANS (“Evans”) (herein collectively “Plaintiffs”) on the one hand, and Defendants  
4 EWALD AND WASSERMAN RESEARCH CONSULTANTS, LLC (“E&W”), LISA  
5 WASSERMAN, AND KATRIN EWALD, (hereinafter “Defendants”) on the other.

6 WHEREAS, Plaintiffs allege that they are former employees of Defendants, and worked  
7 in the position of Part-Time Telephone Interviewer while allegedly employed by Defendants;

8 WHEREAS, on or about July 18, 2019, Plaintiffs filed a complaint in the California  
9 Superior Court, in and for the County of San Francisco, and on September 16, 2019, Plaintiffs filed  
10 a First Amended Complaint in and for the County of San Francisco (“Plaintiffs’ Complaint”);

11 WHEREAS, Plaintiffs and Defendants have agreed that Plaintiffs will file a Second  
12 Amended Complaint in and for the County of San Francisco to allege a claim under the California  
13 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (hereinafter  
14 the “PAGA Claim”) and provide notice to the California Labor and Workforce Development  
15 Agency pursuant to Cal. Lab. Code § 2699.3(a), (hereinafter the “PAGA Notice”);

16 WHEREAS, the Plaintiffs’ Complaint, the PAGA Claim, and the PAGA Notice shall be  
17 hereinafter collectively referenced as the “Complaints” and shall collectively be incorporated  
18 herein by reference as though fully set forth;

19 WHEREAS, on January 14, 2021, Plaintiff and Defendants filed a joint stipulation and  
20 proposed order to file a Second Amended Complaint that would include the PAGA Claim, which  
21 the Court deemed filed as of the date of its Order;

22 WHEREAS, Plaintiffs and Defendants shall be hereinafter collectively referred to as the  
23 “Parties”;

24 WHEREAS, the civil action initiated by Plaintiffs’ Complaint, which that was amended to  
25 include the PAGA Claim, entitled *Adriana Hayter, Larine Shields, and Taylor Evans; individually,*  
26 *and on behalf of all other similarly situated persons; and Roes 1-100 v. Ewald & Wasserman*  
27 *Research Consultants, LLC, a California limited liability corporation; Katrin Ewald, an*  
28 *individual; Lisa Wasserman, an individual; and Does 1-20, Case No. CGC-19-577753, shall be*

hereinafter collectively referred to as the “Action”;

WHEREAS, on November 6, 2020, the Parties commenced a full-day mediation with the Honorable Judge Mary Wiss, reached a settlement of all claims in the Action, including the PAGA Claim;

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle all claims that were or could have been brought in the Complaints and in the Action, including the PAGA Claim;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such claims as follows:

#### **I. DEFINITIONS**

The terms defined above shall have the meanings therein given, for all purposed in this Joint Stipulation of Class and PAGA settlement, including in any exhibits hereto. And, the following defined terms used in this Joint Statement of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. “Agreement”, “Settlement”, “Settlement Agreement” and “Joint Stipulation” mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. “Class”, “Class Members”, “Settlement Class”, or “Settlement Class Members” shall mean all persons employed by any of the Defendants or Released Parties in a Class Position, at any time during the Class Period.

3. Class Administrator. “Class Administrator” means Simpluris, Inc., a third-party professional class action claims administrator, jointly selected by the Parties and/or appointed by the Court to perform the Class Administration Duties.

4. Class Administrator Declaration. “Class Administrator Declaration” shall mean a declaration attesting, in detail, to the steps taken through the date of such declaration in performing the Class Administration Duties, that the procedures contemplated in Sections II.5 through II.7 below are complete, and that the Class Administrator has all information needed to perform any remaining Class Administration Duties, including calculation of the amounts of the respective Eligible Class Member Shares.

1           5.     Class Administration Costs. “Class Administration Costs” shall mean the fees and  
2 expenses reasonably and necessarily incurred by the Class Administrator as a result of performing  
3 the Class Administration Duties. Class Administration Costs shall be paid from the Gross  
4 Settlement Amount. Based on an estimate provided by the Class Administrator based on presently  
5 and reasonably available information, the Parties stipulate that Class Administration Costs shall  
6 be up to \$5,000. Should any actual Class Administration Costs turn out to be less than the projected  
7 amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be  
8 distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class  
9 Member Workweeks. Should any actual reasonable and necessary Class Administration Costs be  
10 more than the above estimate amount, the Parties stipulate that the Class Administrator should be  
11 paid such amounts, the Parties will apply to the Court for an adjustment, with any additional Class  
12 Administration Costs to be paid from the Gross Settlement Amount, accompanied by a  
13 corresponding reduction in another or other elements of the Gross Settlement Amount, to be  
14 approved by the Court as part of Final Approval.

15           6.     Class Administration Duties. “Class Administration Duties” shall mean the duties  
16 of the Class Administrator as set forth in this Agreement and as may be ordered by the Court.

17           7.     Class Certification. “Class Certification” shall mean certification of the Class  
18 pursuant to Cal. Code. Civ. Proc. § 382 and other applicable law, for purposes of this Settlement  
19 only, without prejudice to Defendants’ ability to oppose or otherwise challenge such certification,  
20 except that Defendants shall not so oppose or otherwise challenge such certification for purposes  
21 of performing Defendants’ duties under this Settlement, which include to make all reasonable  
22 efforts to give such Settlement full force and effect.

23           8.     Class Counsel. “Class Counsel” refers collectively to: Yosef Peretz (State Bar No.  
24 209288) and Shane Howarter (State Bar No. 311970) of Peretz & Associates, of 22 Battery St.,  
25 Suite 200, San Francisco, California 94111.

26           9.     Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean Class  
27 Counsel’s Fees subject to Court approval, in addition to actual costs and expenses incurred by  
28 Class Counsel related to the Action as supported by declaration, with those costs and expenses not

1 to exceed \$52,000. Class Counsel's costs are approximately \$6,000, so the portion of the Gross  
2 Settlement Amount apportioned to attorneys' fees would be approximately 30%. This total  
3 amount is inclusive of attorneys' fees and estimated litigation costs. The Claims Administrator  
4 may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles  
5 for Class Counsel. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified  
6 Settlement Fund by the Class Administrator. Such payment of Class Counsel Fees and Costs shall  
7 be deemed to be full satisfaction of any obligations by Defendants to pay any attorney fees,  
8 attorney costs and/or other fees or costs to Plaintiffs, Class Members, and/or Class Counsel in  
9 relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs,  
10 including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*,  
11 unless such adjustment shall have the effect of increasing the Gross Settlement Amount,  
12 whereupon this Settlement will be voidable by Defendants as provided in this Agreement.

13 10. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to  
14 Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in Exhibit "A"  
15 hereto, and distributed by the Class Administrator in accordance with Section II.6 below.

16 11. Class Member Objection. "Class Member Objection" shall mean a Class  
17 Member's objection made pursuant to the provisions of Section II.7 below.

18 12. Class Member Objector. "Class Member Objector" shall mean a Class Member  
19 who submits a Class Member Objection. A Class Member Objector shall not be considered an  
20 Opt-Out unless he or she submits a valid Opt-Out Request.

21 13. Class Member Work Week. "Class Member Work Week" shall mean a Work Week  
22 in which a Class Member was employed by and performed work for Defendant in California in a  
23 Class Position during the Class Period. The Class Administrator shall thus calculate the total  
24 number of Class Member Work Weeks accordingly. This settlement is based on an estimated total  
25 of 1,498 Class Member Work Weeks from the beginning of the Class Period through the date of  
26 mediation with the Honorable Judge Mary Wiss held on November 6, 2020, which amount  
27 Defendants have confirmed based on its records.

28 14. Class Period. "Class Period" shall refer to the time period from August 1, 2015



1 through the date of the Court's entry of judgment granting Preliminary Approval of the Settlement.

2 15. Class Position. "Class Position" shall mean all persons who worked for Defendants  
3 as a non-exempt Part-Time Telephone Interviewer, or other similar positions, classified as an  
4 hourly non-exempt employee in the State of California during the Class Period.

5 16. Court. "Court" refers to the above-referenced Court, or any such further courts,  
6 arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

7 17. Date of Preliminary Approval. The "Date of Preliminary Approval" means the day  
8 on which the Court signs and enters its order granting Preliminary Approval.

9 18. Defendants' Counsel. "Defendants' Counsel," "Defense Counsel" or "Counsel for  
10 Defendant" shall mean Fisher & Phillips LLP, One Embarcadero Center, Suite 2050, California  
11 94111, and the attorneys in such firm including Collin D. Cook (State Bar No. 251606), Nathan  
12 K. Low (State Bar No. 299587), and Brandon K. Kahoush (State Bar No. 311560).

13 19. Effective Date. "Effective Date" shall mean the date on which all of the following  
14 have occurred:

15 (a) Full execution of this Agreement by all parties, and expiration of any  
16 applicable revocable periods related to such signature;

17 (b) All provisions of Rule 3.769 of the California Rules of Court have been  
18 complied with;

19 (c) Entry by the Court of Preliminary Approval;

20 (d) Receipt by Defendant of written notice of such entry of Preliminary  
21 Approval pursuant to the California Code of Civil Procedure and the California Rules of Court, or  
22 Defendants' express waiver of such notice;

23 (e) Completion of all those Class Administration Procedures which this  
24 Settlement dictates will take place in advance of the Final Approval Hearing;

25 (f) The Court setting and conducting a Final Approval Hearing pursuant to  
26 Rule 3.769(g) of the California Rules of Court;

27 (g) Entry by the Court of an order of Final Approval of the Settlement and a  
28 Judgement;

1 (h) Receipt by Defendants of written notice of such entry of Final Approval and  
2 Judgement, or Defendant's express waiver of such notice; and

3 (i) Final Approval has become Final. For purposes of this provision, "Final"  
4 means:

5 (1) if no Class Member Objections are made and/or are made and  
6 withdrawn, the date the Court enters its order granting Final Approval of the settlement and  
7 Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

8 (2) if any Class Member Objections are made and not withdrawn, and  
9 if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of  
10 Judgment;

11 (3) if rehearing, reconsideration, and/or appellate review of the  
12 Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate  
13 review have been exhausted and no further rehearing, reconsideration, or appellate review is  
14 permitted, and the time for seeking such review has expired, and the Judgment has not been  
15 modified, amended, or reversed in any way; or

16 (4) if a Class Member Objector appeals from any ruling by the Court  
17 overruling such objection in whole or in part, the date when the Court's order of Final Approval  
18 and Judgment have been affirmed on appeal; and

19 (j) The existence of sufficient number of Eligible Class Members such that the  
20 number of Class Member who, as of the date of the completion of all Class Administration  
21 Procedures are not Eligible Class Members, does not exceed twenty percent (20%) of the total  
22 Class Members. If the number of Class Members who are not Eligible Class Members exceeds  
23 such percentage, then Defendants shall have the absolute right (but not the obligation) to deem this  
24 Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Class  
25 Administrator. If Defendants, within fourteen (14) days of the Class Administrator's written notice  
26 to all Parties that the number of Class Members who are not Eligible Class Members exceeds 20%  
27 of all Class Members, fail to advise the Class Administrator and Plaintiffs' Counsel in writing that  
28 they will withdraw from the Settlement, this circumstance will not determine the Effective Date.

20. Eligible Class Member. “Eligible Class Member” means a Class Member who is not an Opt-Out.

21. Eligible Class Member Share. “Eligible Class Member Share” shall mean the portion of the Net Settlement Amount that will be allocated to each Eligible Class Member, according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of Eligible Work Weeks for each respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net Settlement Amount will be sent in a second round of checks to all Eligible Class Members who cashed their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Eligible Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon *cy-pres* organization which supports “projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent” pursuant to Cal. Code. Civ. Proc. § 384. The unclaimed funds shall not revert back to the Defendants. As to the Plaintiffs, the amount of their Eligible Class Member Shares is in addition to any Court-approved Named Plaintiffs Enhancements.

22. Eligible Class Member Work Week. “Eligible Class Member Work Week” shall mean a Class Member Work Week during which an Eligible Class Member worked in a Class Position.

23. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week Rate” shall mean the amount calculated by the Class Administrator as due to each Eligible Class Member for each Eligible Class Member Work Week.

24. Final Approval. “Final Approval” shall mean an order of the Court finally approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting

1 Class Certification.

2 25. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a  
3 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California  
4 Rules of Court.

5 26. Gross Settlement Amount. “Gross Settlement Amount” means the maximum  
6 possible amount Defendant shall pay as a consequence of this Settlement, which is One Hundred  
7 Forty-Four Thousand United States Dollars and Zero Cents (\$144,000.00).

8 27. Judgment. “Judgment” means a Judgment of the Court in accordance with Rule  
9 3.769(h) of the California Rules of Court.

10 28. LWDA. The “LWDA” shall mean the California Labor and Workforce  
11 Development Agency.

12 29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA  
13 pursuant to the Joint Stipulation, which shall be Three Thousand United States Dollars (\$3,000).  
14 This amount shall be deemed to be seventy-five percent (75%) of an overall amount of Two  
15 Thousand Two Hundred Fifty United States Dollars (\$2,250.00) of the Gross Settlement Amount  
16 which shall be allocated to PAGA penalties. The remaining amount of such allocation, Seven  
17 Hundred Fifty United States Dollars (\$750) shall be deemed part of the Net Settlement Amount  
18 and shall be accordingly distributed to each Class Member, regardless of whether they opt-out of  
19 being an Eligible Class Member, as consideration for release of the PAGA claims, proportionate  
20 to their number of Eligible Class Member Workweeks. Payment to Class Members from the  
21 LWDA Fund shall be made through the same method described in Paragraph 21.

22 30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of  
23 Two Hundred Fifty United States Dollars (\$250) referenced in Section I.29 above.

24 31. Named Plaintiffs Enhancement. “Named Plaintiffs Enhancement” shall mean the  
25 amount approved by the Court to be paid to Plaintiffs Adriana Hayter, Larine Shields, and Taylor  
26 Evans in addition to their individual Eligible Class Member Shares, in consideration for their effort  
27 in coming forth as a class and PAGA representative, and in consideration for their General Release,  
28 as defined herein. The Parties agree that such amounts shall be Four Thousand United States

Dollars (\$4,000) each, subject to the Court’s approval. Plaintiffs Adriana Hayter, Larine Shields, and Taylor Evans must sign a separate Settlement Agreement and General Release the Named Plaintiffs Enhancement.

32. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA Fund, and (d) the Named Plaintiff Enhancement.

33. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class Administrator pursuant to Section II.6 below, containing the Class Notice, and any other accompanying documents required by this Settlement and/or Preliminary Approval.

34. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-Out Request.

35. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.7 below.

36. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

37. Party. “Party” shall mean, individually, one of the Parties, and each of them.

38. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court, granting conditional Class Certification for purposes of the Class Administration Procedures, certifying Class Counsel, approving the form of Class Notice, establishing Class Administration Procedures, and scheduling a Final Approval Hearing.

39. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall mean the Qualified Settlement Fund established by the Class Administrator for the payment of the Settlement Payment Amount.

40. Released Claims. The term “Released Claims”, as applied to releases by Eligible Class Members, shall mean “any and all facts and claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys’ fees, losses or expense, known or unknown, suspected or unsuspected,

1 filed or unfilled, that they may have or had had arising out of any known or unknown fact,  
2 condition or incident occurring prior to the Date of Preliminary Approval that could have been  
3 asserted based on the facts alleged in the Action, including but not limited to any and all  
4 claims for PAGA penalties, for paid sick leave under California Labor Code § 246, for  
5 interference with employee use of paid sick leave under California Labor Code § 246.5, for  
6 failure to provide paid sick leave in violation of San Francisco Administrative Code, Chapter  
7 12W, 12W.3, 12W.4, 12W.7, for intentional misrepresentation, for fraud, for fraud by  
8 concealment, for violations of California Business & Professions Code §§ 17200, *et seq.*, for  
9 violations of the California Labor Code governing: meal and rest breaks; unpaid wages,  
10 including minimum wages, regular wages, overtime and double time wages; unpaid  
11 reimbursements; wage statement violations and separation pay violations, including but not  
12 limited to violations of Labor Code §§ 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3,  
13 226.7, 246, 246.5, 248.5, 351, 450, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,  
14 1197.1, 1198, and 1199, 8 Cal. Code of Regulations § 11050 and IWC Wage Order 4-2001,  
15 Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12.” Regardless of whether Class Members opt-out of  
16 the Class Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all  
17 Class Members.

18 The term “Released Claims” or “General Release,” as applied to the Named Plaintiffs, shall  
19 refer to the Named Plaintiffs’ additional general release of all claims, known or unknown as  
20 follows: Named Plaintiffs release Defendants, the Released Parties, and each of their respective  
21 subsidiaries, affiliates, predecessors or successors in interest, officers, directors, owners,  
22 managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of  
23 them, from all claims, demands, rights, liabilities and causes of action of every nature and  
24 description whatsoever, known or unknown, asserted or that might have been asserted, whether in  
25 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,  
26 relating to, or in connection with any act or omission by or on the part of any Defendant.

27 With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the  
28 Date of Preliminary Approval, Named Plaintiffs shall be deemed to have expressly waived and

1 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section  
2 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
3 provides:

4                   **Section 1542. [Certain Claims Not Affected By General**  
5                   **Release.] A general release does not extend to claims that the**  
6                   **creditor or releasing party does not know or suspect to exist in**  
7                   **his or her favor at the time of executing the release and that, if**  
8                   **known by him or her would have materially affected his or her**  
9                   **settlement with the debtor or released party.**

10           Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be  
11 other than or different from the facts now believed to be true, the release of claims contained herein  
12 shall be effective as to all unknown claims. Notwithstanding the foregoing provisions, the  
13 General Release by Named Plaintiffs does not constitute a waiver of any claims that cannot by law  
14 be waived, including claims for workers' compensation, disability insurance, or unemployment  
15 insurance.

16           41.   Released Parties. The term "Released Parties", shall mean Defendants Lisa  
17 Wasserman, Katrin Ewald, Ewald and Wasserman Research Consultants, LLC, their parents,  
18 subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective: (i)  
19 predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors,  
20 administrators, principals, officers, directors, shareholders, employees, founders, members,  
21 assigns, insurers, attorneys, and all other claiming through and by any of them.

22           42.   Settlement Payment Amount. "Settlement Payment Amount" means the Gross  
23 Settlement Amount, consisting of several elements including, without limitation: Eligible Class  
24 Member Shares, Class Administration Costs, the Named Plaintiff Enhancements, the LWDA  
25 Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members'  
26 portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to  
27 government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

28           43.   Void Ab Initio. "Void *Ab Initio*" shall mean a circumstance in which this  
Agreement is null and void and the Parties shall be returned to conditions such that the Agreement  
had never been entered into. Such circumstance will be deemed to exist only if any of the following

1 having occurred: (a) the Court has so ordered; (b) any of the Parties has materially breached this  
2 Agreement and either such breach cannot be cured, or after reasonable notice to the breaching  
3 Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching  
4 Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated  
5 in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-  
6 curable breach is non-material; (c) conditions have become such (including, for example, that the  
7 Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot  
8 occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

9 44. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar  
10 days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are  
11 also within the Class Period.

## 12 **II. TERMS AND CONDITIONS OF SETTLEMENT**

13 In addition to the definitional elements set forth above, the terms and conditions of the  
14 class settlement shall be as follows:

15 1. Amendment of Complaint to Include PAGA Claim and Provide LWDA Notice for  
16 Settlement Purposes Only. The Parties stipulate that Plaintiffs’ Counsel will amend the Complaint  
17 to include a PAGA Claim, and provide timely notice to the LWDA. After 65 days of providing the  
18 LWDA with notice of the PAGA Claim, Plaintiffs agree that the Release in Section I.40 will  
19 release that PAGA Claim for the consideration set forth in Section I.29, above.

20 2. Contentions and Defenses: Compromise. The Parties have determined that this  
21 Settlement represents a fair and reasonable compromise of disputed claims for wages and other  
22 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties  
23 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named  
24 Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to  
25 which they or the Class would be entitled if the Actions were to be further litigated. Defendants  
26 do not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class  
27 would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendants admit to any  
28 unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action



1 and seek all available forms of relief should this Settlement not be given effect.

2           3.     Confidentiality and Class Member Communications. Until Class Counsel files a  
3 Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement  
4 strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with  
5 Class Members other than the Named Plaintiffs only if such additional Class Members initiate  
6 contact with Class Counsel in such regard. No Party or their counsel may otherwise make any  
7 public statement or comment or make any disclosures of any kind about this Settlement to anyone,  
8 including without limitation, the public, or press, or on any public or semi-public forum on the  
9 internet (such as social media) without the express written permission of each of the other Parties.  
10 Such confidentiality provisions shall remain in force following Preliminary Approval as well, with  
11 the following exceptions: (a) the Class Administrator may take steps reasonably necessary to  
12 perform Class Administration Duties; (b) Class Counsel and Named Plaintiffs may take reasonably  
13 necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this  
14 Action and Settlement as among their handled cases in court filings or motions only, but may not  
15 disclose the terms of the Settlement on any firm publication or other public media. In the interest  
16 of permitting the Class Notice and administration process to function on its own, Named Plaintiffs  
17 themselves agree not to discuss this Settlement with any Class Members or any other individuals  
18 except for their attorneys, financial representatives, accountants and/or spouse. Defendants agree  
19 not to discourage Class Members from, and agree not to encourage them to, exercise any of their  
20 rights or obligations pursuant to this Agreement. Defendants will instruct their officers, directors,  
21 managers and supervisors that that, should they be contacted by Class Members or persons who  
22 believe they may be Class Members in relation to this Agreement, such officers, directors,  
23 managers and supervisors should make no comment except by directing the employees to  
24 Defendants' administrators, who will be instructed to direct such Class Members to the Class  
25 Administrator and to provide such Class Members with contact information for the Class  
26 Administrator.

27           4.     Preliminary Approval. As soon as possible following execution of this Agreement  
28 and the amendment of the Complaint to include the PAGA Claim, Class Counsel shall move the

1 Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any  
2 necessary declarations in support of Preliminary Approval. The Parties shall give all reasonable  
3 cooperation necessary to obtain Preliminary Approval from the Court.

4 5. Class Administration Procedures – Class List. Within fourteen (14) days of  
5 Defendants' receipt of notice of entry of Preliminary Approval, Defendants shall cause to be  
6 delivered by email or otherwise to the Class Administrator a list of the Class Members that includes  
7 their names, last known home address(es), full social security numbers, and dates of employment  
8 with Defendants in a Class Position during the Class Period, all of which information shall be  
9 based upon Defendant's reasonably available business records and/or the best reasonably available  
10 personal knowledge of Defendant's employees and agents.

11 6. Class Administration Procedures – Notice to Class.

12 Prior to notifying Class Members of their award, the Class Administrator will calculate the  
13 estimated Eligible Class Member Shares of each respective Class Member, based upon an  
14 assumption that all Class Members will become Eligible Class Members, that no Class Member  
15 Objections, Opt-Out Requests, or other disputes pursuant to Section II.7 below will be submitted,  
16 and that no Class Members will be added to the Class. The approximate amounts of such estimated  
17 Eligible Class Member Shares will be disclosed on an individual basis in each Class Member's  
18 respective Class Notice, along with the basis of the calculation of such shares in relation to the  
19 number of Class Member Work Weeks for each such Class Member.

20 Within ten (10) days after delivery of the information described in Section II.5 above, the  
21 Class Administrator will mail a Notice Packet to each Class Member via email (if available to  
22 Defendants) and United States Mail, first class, postage pre-paid to each Class Member's last-  
23 known address.

24 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator  
25 shall have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to  
26 perform one "skip trace" or similar search and to re-mail the same Notice Packet (or a true and  
27 correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S.  
28 Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class

1 Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out  
2 Request.

3 If the process set forth in this paragraph and any other procedures ordered by the Court are  
4 followed, the Class Notice will be deemed to have been adequately provided to all Class Members.  
5 In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does  
6 not receive the Notice Packet, the intended recipient shall remain a Class Member, and will be  
7 deemed an Eligible Class Member, unless such intended recipient submits a Class Member  
8 Objection or Opt-Out Request.

9 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,  
10 and Disputes Concerning Class Member Status and Number of Class Member  
11 Work Weeks

12 (a) *Class Member Objections – Filing and Service:* Any member of the  
13 Settlement Class who wishes to make a Class Member Objection must give written notice to the  
14 Class Administrator, with such notice being received by the Class Administrator within sixty (60)  
15 days of mailing of the Notice Packets to the Class Members. Such written notice shall contain the  
16 relevant Class Member's name, address, telephone number, and signature, as well as a statement  
17 to the effect that the Class Member objects to the settlement, the basis and/or reason for such  
18 objection. A signature by the relevant Class Member's authorized representative, such as an  
19 attorney, is sufficient. Timely Class Member Objections will not be rejected for technical reasons  
20 or deficiencies.

21 (b) *Class Member Objections – Responses:* Upon receipt of any documents  
22 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such  
23 documents to Class Counsel and Defendants' Counsel by e-mail and United States Mail. Following  
24 receipt of such documents, Class Counsel and Defendants' Counsel shall confer regarding such  
25 documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in  
26 a separate document along with their motion for Final Approval, a joint statement, not to exceed  
27 ten (10) pages, containing the Parties' points and authorities in response to such documents  
28 purporting to be Class Member Objections, along with copies of such Class Member Objections.

1 If the Parties' responses differ in any respect, the jointly-held positions shall be set forth in a  
2 separately entitled section, and the differently-held positions shall be set forth in further separately-  
3 entitled sections of the joint response. The Parties may attach evidence to the joint response, which  
4 shall not count toward the page limit. If the volume of documents purporting to be Class Member  
5 Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the  
6 Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should  
7 the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member  
8 Objections (or should the Parties receive them less than ten (10) days prior to any due date for the  
9 motion for Final Approval), the Parties may file a further such joint response at any time prior to  
10 the Final Approval Hearing, but in any event not later than ten (10) days after receiving such  
11 untimely documents.

12           (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to  
13 make an Opt-Out Request must deliver written notice (to include the relevant Class Member's  
14 name, address, telephone number, and signature) to such effect to the Class Administrator, with  
15 such notice being received by the Class Administrator within sixty (60) days of mailing of the  
16 Notice Packets to the Class Members. A signature by the relevant Class Member's authorized  
17 representative, such as an attorney, is sufficient. Such written notice shall set forth a statement to  
18 the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive  
19 funds pursuant to the Settlement. Timely Opt-Out Requests will not be rejected for technical  
20 reasons or deficiencies. The Class Administrator shall give Class Counsel and Defendant's  
21 Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out  
22 Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties  
23 wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify  
24 the Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10) days of  
25 receiving such documents, and in so doing they shall state the factual and legal basis for such  
26 dispute. Prior to the deadline for submitting its declaration described in Section II.8 below, the  
27 Class Administrator shall make a determination as to the validity of the disputed Opt-Out Requests,  
28 and shall set forth its determinations in such declaration. The Class Administrator's decisions in

1 such regard shall be final and binding.

2 (d) *Disputes Concerning Class Member Status:* Should any person who does  
3 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class  
4 Member, such person shall notify the Class Administrator, no later than sixty (60) days after the  
5 Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall forthwith  
6 send any such documents to Class Counsel and Defendants' Counsel via email and/or United  
7 States Mail. Upon receipt of such notice, Defendants shall investigate the matter, including with  
8 reference to their business records, and shall determine whether the person is a Class Member.  
9 Then, within ten (10) days of receipt of such notice, Defendants shall notify the Class  
10 Administrator and Class Counsel as to its determination of the person's status as a Class Member.  
11 Defendants' determination in such regard shall control. If the person is determined to be a Class  
12 Member, the Class Administrator shall mail that person a Notice Packet, whereupon the same  
13 procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning  
14 Work Weeks set forth in this Agreement shall apply to such person.

15 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent  
16 to each Class Member shall separately set forth that person's estimated number of Class Member  
17 Work Weeks, which will be calculated based Defendants' records. If for any reason a Class  
18 Member disagrees with such estimate, such Class Member shall deliver written notice to such  
19 effect to the Class Administrator, with such notice being received by the Class Administrator  
20 within sixty (60) days of mailing of the Notice Packets to the Class Members. Such notice shall  
21 set forth the Class Member's basis for such disagreement, including any and all documents  
22 supporting such basis. Upon receipt of such notices, the Class Administrator shall forthwith send  
23 it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall  
24 investigate the matter, including by examining its business records, and shall, within ten (10) days  
25 of receiving notice, inform Class Counsel and the Class Administrator as to its determination  
26 regarding the Class Member's number of Class Member Work Weeks. In the event that the Class  
27 Member does not provide any supportive documentation, Defendants' determination shall control.  
28 In the event that the Class Member does provide supportive documentation, Defendants shall,

1 within the same ten (10) day period, either notify the Class Administrator and Class Counsel that  
2 they stipulate to the Class Member's assertions regarding his or her number of Class Member  
3 Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Class  
4 Administrator and Class Counsel with their proposed determination, and the factual basis therefor,  
5 and any supporting documentation. The Class Administrator shall then determine the Class  
6 Member's number of Class Member Workweeks, and its determinations shall control.

7 (f) Named Plaintiffs hereby agree that they will not submit a Class Member  
8 Objection or an Opt-Out Request. Any submissions by Named Plaintiffs purporting to be a Class  
9 Member Objection or an Opt-Out Request shall be null and void.

10 (g) No determinations by Defendants, the Class Administrator, the Court, or  
11 any other person or entity pursuant to this Section II.7 shall have the effect of increasing the amount  
12 of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any Class  
13 Member as a result of the resolution of such disputes shall be made in conjunction with and subject  
14 to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with  
15 specific amounts to be determined by the Class Administrator.

16 8. Class Administration Procedures – Class Administrator Declaration. Within ten  
17 (10) days of the expiration of all the time periods provided for in Sections II.5 through II.7 above,  
18 the Class Administrator shall provide Class Counsel and Defendants' Counsel with the Class  
19 Administrator Declaration. Should the Class Administrator be unable to provide the Class  
20 Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendants'  
21 Counsel, who shall cooperate with the Class Administrator to forthwith remedy any such inability.

22 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's  
23 receipt of the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen  
24 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon  
25 Defendant and the Class Administrator a motion for Final Approval, and shall include the Class  
26 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the  
27 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen  
28 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts

1 to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel  
2 is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will  
3 not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency  
4 relief from the Court in the form of shortening of the time for filing and serving the Motion for  
5 Final Approval, or re-scheduling of the Final Approval Hearing. Defendants shall cooperate in the  
6 seeking and obtaining of such relief.

7 10. Release. The Settlement includes a release of Released Claims against the Released  
8 Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the Date of  
9 Preliminary Approval, to have provided and to be subject to the release of Released Claims against  
10 the Released Parties set forth in herein. Named Plaintiffs additionally agree that as of the Date of  
11 Preliminary Approval, each of them will be deemed to have provided and to be subject to the  
12 General Release in favor of the Released Parties set forth herein.

13 11. Enforcement. This Agreement is enforceable pursuant to California Rule of Court  
14 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the  
15 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,  
16 attorney's fees in connection with collection efforts or enforcement of the confidentiality  
17 provisions of this Agreement; provided however, that the aggrieved Party shall be required to give  
18 notice to the opposing Party and meet and confer regarding the alleged breach before filing any  
19 motion, or application for enforcement of, this Agreement. This provision applies only to the  
20 signatories of this Agreement, and does not apply generally to Class Members.

21 12. Taxation and Withholding; Settlement Checks.

22 (a) *Allocation*. The Parties agree that Thirty-Three and 1/3 Percent (33.33)% of  
23 the Net Settlement Amount shall be allocated to Form W-2 wages, Thirty-Three and 1/3 Percent  
24 (33.33)% of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report,  
25 and Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount be allocated to penalties  
26 (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and  
27 that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation  
28 is for purposes of this Settlement only. Defendants will be responsible for the employer's share of

1 the taxes on the Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount shall be  
2 allocated to Form W-2 wages. The Class Administrator will pay from the QSF each Eligible Class  
3 Member Share, the Eligible Class Members' shares of payroll taxes, deductions, contributions,  
4 and other amounts required to be paid to government agencies and/or tax authorities. The payment  
5 of such taxes, deductions, contributions and other amounts shall be calculated based upon  
6 Defendants' reasonably available records. The Class Administrator shall provide reasonable notice  
7 to Defendants' Counsel of any records required for purposes of computing taxes, deductions,  
8 contributions and other amounts, and Defendants shall undertake reasonable efforts to provide the  
9 Class Administrator with same. The Class Administrator shall provide, as appropriate, an IRS  
10 Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible  
11 Class Member payee. Any necessary employer tax contributions resulting from issuance of the  
12 Settlement shall be deducted from the Net Settlement Amount.

13 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that  
14 (1) no provision of this Agreement, and no written communication or disclosure between or among  
15 the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any  
16 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
17 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party  
18 (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice  
19 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement  
20 based upon the recommendation of any other Party or any Counsel or advisor to any other Party,  
21 and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or  
22 advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no  
23 attorney or advisor to any other Party has imposed any limitation that protects the confidentiality  
24 of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally  
25 binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction,  
26 including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendants  
27 or their Counsel will provide tax or financial advice, and Class Members are advised to seek  
28 independent professional advice as to the tax or financial consequences of any payment they



1 receive, or may receive, as Class Members.

2 (c) *No Effect on Employee Benefits*. The Eligible Class Member Shares shall  
3 be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or  
4 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
5 Eligible Class Members.

6 (d) *Non-Negotiated Instruments of Payment*. The expiration date of any  
7 instruments of payment issued by the Class Administrator to Eligible Class Members will be one  
8 hundred eighty (180) days from the date such instruments are issued and sent.

9 13. Defendants' Payment of the Settlement Payment Amount. Upon the Effective Date,  
10 the Class Administrator shall forthwith establish all financial accounts necessary to establish the  
11 Qualified Settlement Fund, and shall promptly notify Defendants' Counsel and Class Counsel by  
12 email that such accounts have been established and of the payment details necessary to fund the  
13 Qualified Settlement Fund. The Class Administrator shall also advise Defendants as to any  
14 amounts Defendants will be required to pay for their respective portions of any payroll taxes,  
15 deductions, contributions and other amounts required to be paid to government agencies and/or  
16 tax authorities as a result of this Settlement (hereinafter, "Defendants' Payroll Tax"), if any exist.  
17 Within thirty (30) business days of the Defendants' receipt of such notice from the Class  
18 Administrator, and provided that the Effective Date has occurred, Defendants shall make such  
19 payment, not to exceed, in aggregate, the Settlement Payment Amount, which will be inclusive of  
20 Defendants' Payroll Tax. Within ten (10) days after all funds necessary to fully fund the Qualified  
21 Settlement Fund are in the accounts established by the Class Administrator and are available for  
22 disbursement, the Class Administrator shall disburse, pursuant to this Settlement and other  
23 applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member,  
24 as well as the LWDA Fund, the Named Plaintiffs' Enhancements, the Class Administration Costs,  
25 and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the Class Administrator  
26 shall also submit to the LWDA any information or documentation required for such disbursement,  
27 such as a copy of the Court's Final Approval order. The Class Administrator shall promptly notify  
28 Class Counsel and Defendants' Counsel by email that such disbursements and submissions have

1 been made.

2 14. Cooperation and Reasonable Modifications. The Parties and their respective  
3 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the  
4 conditions set forth in this Agreement, including without limitation, timely filing of all motions,  
5 papers and evidence necessary to do so, and refraining from causing or encouraging directly or  
6 indirectly the submission of any objection to this Agreement, the submission of any Class Member  
7 Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of  
8 any order or judgment contemplated by the Settlement. This Agreement contemplates that the  
9 Court and the Parties may make reasonable modifications to the Agreement in order to effect its  
10 essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall  
11 not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable  
12 modifications and take all necessary steps to give them effect.

13 15. Warranty of Authority. The undersigned each represent and warrant that each has  
14 authority to enter into this Settlement, and that by doing so they are not in breach or violation of  
15 any agreement with any third parties. The Parties further agree that the Actions shall be stayed in  
16 all respects until the final payment called for by this Settlement is made pending the occurrence or  
17 failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval  
18 and Final Approval.

19 16. Other Actions Enjoined. Defendants shall have the right to request, and Named  
20 Plaintiffs nor their Counsel will not oppose, that the Court enter an order that pending Final  
21 Approval, Class Members who do not opt-out of the Settlement are barred from instituting or  
22 prosecuting any claims or actions against the Released Parties which fall within the definition of  
23 the Released Claims and that any pending actions against the Released Parties, whether in court or  
24 arbitration, are stayed on an interim basis only as to any claims which fall within the definition of  
25 the Released Claims.

26 17. Notices to Counsel. All notices, requests, demands and other communications  
27 required or permitted to be given pursuant to this Agreement shall be in writing and shall be  
28 delivered personally or mailed, postage prepaid, by first-class United States mail, to the

undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for, the below email addresses shall be used:

Counsel for Plaintiffs:	Counsel for Defendant:
YOSEF PERETZ, SBN 209288 <a href="mailto:yperetz@peretzlaw.com">yperetz@peretzlaw.com</a>  SHANE HOWARTER, SBN 311970 <a href="mailto:showarter@peretzlaw.com">showarter@peretzlaw.com</a>  <b>PERETZ &amp; ASSOCIATES</b> 22 Battery Street, Suite 200 San Francisco, California 94111-3712 Telephone: (415) 732-3777 Facsimile: (415) 732-3791	COLLIN D. COOK, SBN 251606 <a href="mailto:ccook@fisherphillips.com">ccook@fisherphillips.com</a>  NATHAN K. LOW, SBN 299587 <a href="mailto:nlow@fisherphillips.com">nlow@fisherphillips.com</a>  BRANDON K. KAHOSH, SBN 311560 <a href="mailto:bkahoush@fisherphillips.com">bkahoush@fisherphillips.com</a>  <b>FISHER &amp; PHILLIPS LLP</b> One Embarcadero Center, Suite 2050 San Francisco, California 94111-3712 Telephone: (415) 490-9000 Facsimile: (415) 490-9001

18. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

19. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

20. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a

1 waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released  
2 Claims of Eligible Class Members.


3 21. Counterparts. This Agreement may be executed in counterparts by way of true and  
4 correct copies (including pdf's or other electronic images) of signatures, each of which shall have  
5 the same force and effect as an original, and all of which together shall constitute one and the same  
6 instrument.

7  
8 Respectfully submitted,

9 Dated: \_\_\_\_\_, 2021 FISHER & PHILLIPS LLP

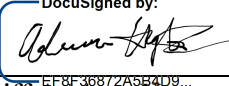
10  
11 By: \_\_\_\_\_  
12 COLLIN D. COOK  
13 NATHAN K. LOW  
14 BRANDON K. KAHOSH  
15 Attorneys for Defendants  
16 EWALD AND WASSERMAN RESEARCH  
17 CONSULTANTS, LLC, LISA WASSERMAN, and  
18 KATRIN EWALD

19 Dated: 7/7/2021, 2021 PERETZ & ASSOCIATES

20  
21 By:   
22 YOSEF PERETZ  
23 SHANE HOWARTER  
24 Attorneys for Plaintiffs  
25 ADRIANA HAYTER, LARINE SHIELDS, and  
26 TAYLOR EVANS

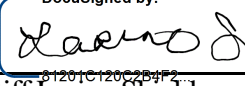
27 **PLAINTIFF**

28 Dated: 6/29/2021

DocuSigned by:  
  
Plaintiff Adriana Hayter

**PLAINTIFF**

Dated: 7/6/2021

DocuSigned by:  
  
Plaintiff Larine Shields

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**PLAINTIFF**

DocuSigned by:  


Plaintiff Taylor Evans

**DEFENDANT EWALD AND WASSERMAN  
RESEARCH CONSULTANTS, LLC**

Dated: 6/30/2021

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Lisa Wasserman

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Katrin Ewald


waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

21. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Respectfully submitted,

Dated: 6/25/2021

FISHER & PHILLIPS LLP

By:  DocuSigned by:  
Nathan K. Low

COLLIN D. COOK  
NATHAN K. LOW  
BRANDON K. KAHOSH  
Attorneys for Defendants  
EWALD AND WASSERMAN RESEARCH  
CONSULTANTS, LLC, LISA WASSERMAN, and  
KATRIN EWALD

Dated: \_\_\_\_\_, 2021

PERETZ & ASSOCIATES

By: \_\_\_\_\_  
YOSEF PERETZ  
SHANE HOWARTER  
Attorneys for Plaintiffs  
ADRIANA HAYTER, LARINE SHIELDS, and  
TAYLOR EVANS

**PLAINTIFF**

Dated: \_\_\_\_\_

Plaintiff Adriana Hayter

**PLAINTIFF**

Dated: \_\_\_\_\_

Plaintiff Larine Shields

**PLAINTIFF**

25

JOINT STIPULATION OF AMENDED AND RESTATED CLASS ACTION AND PAGA SETTLEMENT

FP 39752966.2

FP 40746241.1

1 Dated: \_\_\_\_\_

Plaintiff Taylor Evans

2  
3  
4 Dated: 6/25/2021  
5 \_\_\_\_\_

**DEFENDANT EWALD AND WASSERMAN  
RESEARCH CONSULTANTS, LLC**

DocuSigned by:  
*Katrin Ewald*  
IF55CB4000CF4B9...

Katrin Ewald

Please Print Name of Authorized Signatory

6  
7  
8 Dated: 6/25/2021  
9 \_\_\_\_\_

**DEFENDANT**

DocuSigned by:  
*Lisa Wasserman*  
DED6D7629D81420...

Defendant Lisa Wasserman

10  
11  
12 Dated: 6/25/2021  
13 \_\_\_\_\_

**DEFENDANT**

DocuSigned by:  
*Katrin Ewald*  
IF55CB4000CF4B9...

Defendant Katrin Ewald

# **EXHIBIT 4**



1 COLLIN D. COOK, SBN 251606  
ccook@fisherphillips.com  
2 NATHAN K. LOW, SBN 299587  
nlow@fisherphillips.com  
3 BRANDON K. KAHOSH, SBN 311560  
bkahosh@fisherphillips.com  
4 **FISHER & PHILLIPS LLP**  
One Embarcadero Center, Suite 2050  
5 San Francisco, California 94111-3712  
Telephone: (415) 490-9000  
6 Facsimile: (415) 490-9001

7 *Attorneys for Defendants*  
EWALD & WASSERMAN  
8 RESEARCH CONSULTANTS, LLC;  
KATRIN EWALD; and,  
9 LISA WASSERMAN

10 YOSEF PERETZ, SBN 209288  
yperetz@peretzlaw.com  
11 SHANE HOWARTER, SBN 311970  
showarter@peretzlaw.com  
12 **PERETZ & ASSOCIATES**  
22 Battery Street, Suite 200  
13 San Francisco, California 94111-3712  
Telephone: (415) 732-3777  
14 Facsimile: (415) 732-3791

15 *Attorneys for Plaintiffs*  
16 ADRIANA HAYTER; LARINE SHIELDS;  
and, TAYLOR EVANS

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF SAN FRANCISCO

19 ADRIANA HAYTER, LARINE SHIELDS,  
20 and TAYLOR EVANS; individually, and on  
behalf of all other similarly situated persons;  
21 and ROES 1-100,

22 Plaintiffs,

23 v.

24 EWALD & WASSERMAN RESEARCH  
CONSULTANTS, LLC, a California limited  
25 liability corporation; KATRIN EWALD, an  
individual; LISA WASSERMAN, an  
26 individual; and DOES 1-20,

27 Defendants.  
28

Case No.: CGC-19-577753

*Assigned for all purposes to the  
Honorable Judge Anne-Christine Massullo, Dept.  
304*

**JOINT STIPULATION OF AMENDED AND  
RESTATED CLASS ACTION AND PAGA  
SETTLEMENT**

1 This Stipulation of the Amended and Restated Class Action Settlement and Release is  
2 entered into by Plaintiffs ADRIANA HAYTER (“Hayter”), LARINE SHIELDS (“Shields”), and  
3 TAYLOR EVANS (“Evans”) (herein collectively “Plaintiffs”) on the one hand, and Defendants  
4 EWALD AND WASSERMAN RESEARCH CONSULTANTS, LLC (“E&W”), LISA  
5 WASSERMAN, AND KATRIN EWALD, (hereinafter “Defendants”) on the other.

6 WHEREAS, Plaintiffs allege that they are former employees of Defendants, and worked  
7 in the position of Part-Time Telephone Interviewer while allegedly employed by Defendants;

8 WHEREAS, on or about July 18, 2019, Plaintiffs filed a complaint in the California  
9 Superior Court, in and for the County of San Francisco, and on September 16, 2019, Plaintiffs filed  
10 a First Amended Complaint in and for the County of San Francisco (“Plaintiffs’ Complaint”);

11 WHEREAS, Plaintiffs and Defendants have agreed that Plaintiffs will file a Second  
12 Amended Complaint in and for the County of San Francisco to allege a claim under the California  
13 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (hereinafter  
14 the “PAGA Claim”) and provide notice to the California Labor and Workforce Development  
15 Agency pursuant to Cal. Lab. Code § 2699.3(a), (hereinafter the “PAGA Notice”);

16 WHEREAS, the Plaintiffs’ Complaint, the PAGA Claim, and the PAGA Notice shall be  
17 hereinafter collectively referenced as the “Complaints” and shall collectively be incorporated  
18 herein by reference as though fully set forth;

19 WHEREAS, on January 14, 2021, Plaintiff and Defendants filed a joint stipulation and  
20 proposed order to file a Second Amended Complaint that would include the PAGA Claim, which  
21 the Court deemed filed as of the date of its Order;

22 WHEREAS, Plaintiffs and Defendants shall be hereinafter collectively referred to as the  
23 “Parties”;

24 WHEREAS, the civil action initiated by Plaintiffs’ Complaint, which that was amended to  
25 include the PAGA Claim, entitled *Adriana Hayter, Larine Shields, and Taylor Evans; individually,*  
26 *and on behalf of all other similarly situated persons; and Roes 1-100 v. Ewald & Wasserman*  
27 *Research Consultants, LLC, a California limited liability corporation; Katrin Ewald, an*  
28 *individual; Lisa Wasserman, an individual; and Does 1-20, Case No. CGC-19-577753, shall be*

hereinafter collectively referred to as the “Action”;

WHEREAS, on November 6, 2020, the Parties commenced a full-day mediation with the Honorable Judge Mary Wiss, reached a settlement of all claims in the Action, including the PAGA Claim;

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle all claims that were or could have been brought in the Complaints and in the Action, including the PAGA Claim;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such claims as follows:

#### **I. DEFINITIONS**

The terms defined above shall have the meanings therein given, for all purposed in this Joint Stipulation of Class and PAGA settlement, including in any exhibits hereto. And, the following defined terms used in this Joint Statement of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. “Agreement”, “Settlement”, “Settlement Agreement” and “Joint Stipulation” mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. “Class”, “Class Members”, “Settlement Class”, or “Settlement Class Members” shall mean all persons employed by any of the Defendants or Released Parties in a Class Position, at any time during the Class Period.

3. Class Administrator. “Class Administrator” means Simpluris, Inc., a third-party professional class action claims administrator, jointly selected by the Parties and/or appointed by the Court to perform the Class Administration Duties.

4. Class Administrator Declaration. “Class Administrator Declaration” shall mean a declaration attesting, in detail, to the steps taken through the date of such declaration in performing the Class Administration Duties, that the procedures contemplated in Sections II.5 through II.7 below are complete, and that the Class Administrator has all information needed to perform any remaining Class Administration Duties, including calculation of the amounts of the respective Eligible Class Member Shares.

1           5.     Class Administration Costs. “Class Administration Costs” shall mean the fees and  
2 expenses reasonably and necessarily incurred by the Class Administrator as a result of performing  
3 the Class Administration Duties. Class Administration Costs shall be paid from the Gross  
4 Settlement Amount. Based on an estimate provided by the Class Administrator based on presently  
5 and reasonably available information, the Parties stipulate that Class Administration Costs shall  
6 be up to \$5,000. Should any actual Class Administration Costs turn out to be less than the projected  
7 amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be  
8 distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class  
9 Member Workweeks. Should any actual reasonable and necessary Class Administration Costs be  
10 more than the above estimate amount, the Parties stipulate that the Class Administrator should be  
11 paid such amounts, the Parties will apply to the Court for an adjustment, with any additional Class  
12 Administration Costs to be paid from the Gross Settlement Amount, accompanied by a  
13 corresponding reduction in another or other elements of the Gross Settlement Amount, to be  
14 approved by the Court as part of Final Approval.

15           6.     Class Administration Duties. “Class Administration Duties” shall mean the duties  
16 of the Class Administrator as set forth in this Agreement and as may be ordered by the Court.

17           7.     Class Certification. “Class Certification” shall mean certification of the Class  
18 pursuant to Cal. Code. Civ. Proc. § 382 and other applicable law, for purposes of this Settlement  
19 only, without prejudice to Defendants’ ability to oppose or otherwise challenge such certification,  
20 except that Defendants shall not so oppose or otherwise challenge such certification for purposes  
21 of performing Defendants’ duties under this Settlement, which include to make all reasonable  
22 efforts to give such Settlement full force and effect.

23           8.     Class Counsel. “Class Counsel” refers collectively to: Yosef Peretz (State Bar No.  
24 209288) and Shane Howarter (State Bar No. 311970) of Peretz & Associates, of 22 Battery St.,  
25 Suite 200, San Francisco, California 94111.

26           9.     Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean Class  
27 Counsel’s Fees subject to Court approval, in addition to actual costs and expenses incurred by  
28 Class Counsel related to the Action as supported by declaration, with those costs and expenses not

1 to exceed \$52,000. Class Counsel's costs are approximately \$6,000, so the portion of the Gross  
2 Settlement Amount apportioned to attorneys' fees would be approximately 30%. This total  
3 amount is inclusive of attorneys' fees and estimated litigation costs. The Claims Administrator  
4 may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles  
5 for Class Counsel. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified  
6 Settlement Fund by the Class Administrator. Such payment of Class Counsel Fees and Costs shall  
7 be deemed to be full satisfaction of any obligations by Defendants to pay any attorney fees,  
8 attorney costs and/or other fees or costs to Plaintiffs, Class Members, and/or Class Counsel in  
9 relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs,  
10 including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*,  
11 unless such adjustment shall have the effect of increasing the Gross Settlement Amount,  
12 whereupon this Settlement will be voidable by Defendants as provided in this Agreement.

13 10. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to  
14 Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in  
15 Exhibit "A" hereto, and distributed by the Class Administrator in accordance with Section II.6  
16 below.

17 11. Class Member Objection. "Class Member Objection" shall mean a Class  
18 Member's objection made pursuant to the provisions of Section II.7 below.

19 12. Class Member Objector. "Class Member Objector" shall mean a Class Member  
20 who submits a Class Member Objection. A Class Member Objector shall not be considered  
21 an Opt-Out unless he or she submits a valid Opt-Out Request.

22 13. Class Member Work Week. "Class Member Work Week" shall mean a Work Week  
23 in which a Class Member was employed by and performed work for Defendant in California in a  
24 Class Position during the Class Period. The Class Administrator shall thus calculate the total  
25 number of Class Member Work Weeks accordingly. This settlement is based on an estimated total  
26 of 1,498 Class Member Work Weeks from the beginning of the Class Period through the date of  
27 mediation with the Honorable Judge Mary Wiss held on November 6, 2020, which amount  
28 Defendants have confirmed based on its records.

1           14.    Class Period. “Class Period” shall refer to the time period from August 1, 2015  
2 through the date of the Court’s entry of judgment granting Preliminary Approval of the Settlement.

3           15.    Class Position. “Class Position” shall mean all persons who worked for Defendants  
4 as a non-exempt Part-Time Telephone Interviewer, or other similar positions, classified as an  
5 hourly non-exempt employee in the State of California during the Class Period.

6           16.    Court. “Court” refers to the above-referenced Court, or any such further courts,  
7 arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

8           17.    Date of Preliminary Approval. The “Date of Preliminary Approval” means the day  
9 on which the Court signs and enters its order granting Preliminary Approval.

10          18.    Defendants’ Counsel. “Defendants’ Counsel,” “Defense Counsel” or “Counsel for  
11 Defendant” shall mean Fisher & Phillips LLP, One Embarcadero Center, Suite 2050, California  
12 94111, and the attorneys in such firm including Collin D. Cook (State Bar No. 251606), Nathan  
13 K. Low (State Bar No. 299587), and Brandon K. Kahoush (State Bar No. 311560).

14          19.    Effective Date. “Effective Date” shall mean the date on which all of the following  
15 have occurred:

16               (a)    Full execution of this Agreement by all parties, and expiration of any  
17 applicable revocable periods related to such signature;

18               (b)    All provisions of Rule 3.769 of the California Rules of Court have been  
19 complied with;

20               (c)    Entry by the Court of Preliminary Approval;

21               (d)    Receipt by Defendant of written notice of such entry of Preliminary  
22 Approval pursuant to the California Code of Civil Procedure and the California Rules of Court, or  
23 Defendants’ express waiver of such notice;

24               (e)    Completion of all those Class Administration Procedures which this  
25 Settlement dictates will take place in advance of the Final Approval Hearing;

26               (f)    The Court setting and conducting a Final Approval Hearing pursuant to  
27 Rule 3.769(g) of the California Rules of Court;

28               (g)    Entry by the Court of an order of Final Approval of the Settlement and a

1 Judgement;

2 (h) Receipt by Defendants of written notice of such entry of Final Approval and  
3 Judgement, or Defendant's express waiver of such notice; and

4 (i) Final Approval has become Final. For purposes of this provision, "Final"  
5 means:

6 (1) if no Class Member Objections are made and/or are made and  
7 withdrawn, the date the Court enters its order granting Final Approval of the settlement and  
8 Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

9 (2) if any Class Member Objections are made and not withdrawn, and  
10 if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of  
11 Judgment;

12 (3) if rehearing, reconsideration, and/or appellate review of the  
13 Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate  
14 review have been exhausted and no further rehearing, reconsideration, or appellate review is  
15 permitted, and the time for seeking such review has expired, and the Judgment has not been  
16 modified, amended, or reversed in any way; or

17 (4) if a Class Member Objector appeals from any ruling by the Court  
18 overruling such objection in whole or in part, the date when the Court's order of Final Approval  
19 and Judgment have been affirmed on appeal; and

20 (j) The existence of sufficient number of Eligible Class Members such that the  
21 number of Class Member who, as of the date of the completion of all Class Administration  
22 Procedures are not Eligible Class Members, does not exceed twenty percent (20%) of the total  
23 Class Members. If the number of Class Members who are not Eligible Class Members exceeds  
24 such percentage, then Defendants shall have the absolute right (but not the obligation) to deem this  
25 Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Class  
26 Administrator. If Defendants, within fourteen (14) days of the Class Administrator's written notice  
27 to all Parties that the number of Class Members who are not Eligible Class Members exceeds 20%  
28 of all Class Members, fail to advise the Class Administrator and Plaintiffs' Counsel in writing that

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1 they will withdraw from the Settlement, this circumstance will not determine the Effective Date.

2 20. Eligible Class Member. “Eligible Class Member” means a Class Member who is  
3 not an Opt-Out.

4 21. Eligible Class Member Share. “Eligible Class Member Share” shall mean the  
5 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member,  
6 according to the following method: first, dividing the Net Settlement Amount by the total number  
7 of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying  
8 the resulting Eligible Work Week Rate by the total number of Eligible Work Weeks for each  
9 respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to  
10 legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net  
11 Settlement Amount will be sent in a second round of checks to all Eligible Class Members who  
12 cashed their initial check. The second round of payment will take the total unclaimed funds and  
13 pro-rate the amount to each Eligible Class Member who cashed their initial check by number of  
14 Eligible Work Weeks, in the same method as the first round so long as the check is no less than  
15 \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed  
16 upon *cy-pres* organization which supports “projects that will benefit the class or similarly situated  
17 persons, or that promote the law consistent with the objectives and purposes of the underlying  
18 cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal  
19 services to the indigent” pursuant to Cal. Code. Civ. Proc. § 384. The unclaimed funds shall not  
20 revert back to the Defendants. As to the Plaintiffs, the amount of their Eligible Class Member  
21 Shares is in addition to any Court-approved Named Plaintiffs Enhancements.

22 22. Eligible Class Member Work Week. “Eligible Class Member Work Week” shall  
23 mean a Class Member Work Week during which an Eligible Class Member worked in a Class  
24 Position.

25 23. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week  
26 Rate” shall mean the amount calculated by the Class Administrator as due to each Eligible Class  
27 Member for each Eligible Class Member Work Week.

28 24. Final Approval. “Final Approval” shall mean an order of the Court finally  
8



1 approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting  
2 Class Certification.

3 25. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a  
4 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California  
5 Rules of Court.

6 26. Gross Settlement Amount. “Gross Settlement Amount” means the maximum  
7 possible amount Defendant shall pay as a consequence of this Settlement, which is One Hundred  
8 Forty-Four Thousand United States Dollars and Zero Cents (\$144,000.00).

9 27. Judgment. “Judgment” means a Judgment of the Court in accordance with Rule  
10 3.769(h) of the California Rules of Court.

11 28. LWDA. The “LWDA” shall mean the California Labor and Workforce  
12 Development Agency.

13 29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA  
14 pursuant to the Joint Stipulation, which shall be Three Thousand United States Dollars (\$3,000).  
15 This amount shall be deemed to be seventy-five percent (75%) of an overall amount of Two  
16 Thousand Two Hundred Fifty United States Dollars (\$2,250.00) of the Gross Settlement Amount  
17 which shall be allocated to PAGA penalties. The remaining amount of such allocation, Seven  
18 Hundred Fifty United States Dollars (\$750) shall be deemed part of the Net Settlement Amount  
19 and shall be accordingly distributed to each Class Member, regardless of whether they opt-out of  
20 being an Eligible Class Member, as consideration for release of the PAGA claims, proportionate  
21 to their number of Eligible Class Member Workweeks. Payment to Class Members from the  
22 LWDA Fund shall be made through the same method described in Paragraph 21.

23 30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of  
24 Two Hundred Fifty United States Dollars (\$250) referenced in Section I.29 above.

25 31. Named Plaintiffs Enhancement. “Named Plaintiffs Enhancement” shall mean the  
26 amount approved by the Court to be paid to Plaintiffs Adriana Hayter, Larine Shields, and Taylor  
27 Evans in addition to their individual Eligible Class Member Shares, in consideration for their effort  
28 in coming forth as a class and PAGA representative, and in consideration for their General Release,

1 as defined herein. The Parties agree that such amounts shall be Four Thousand United States  
2 Dollars (\$4,000) each, subject to the Court’s approval. Plaintiffs Adriana Hayter, Larine Shields,  
3 and Taylor Evans must sign a separate Settlement Agreement and General Release the Named  
4 Plaintiffs Enhancement.

5 32. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement  
6 Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA  
7 Fund, and (d) the Named Plaintiff Enhancement.

8 33. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class  
9 Administrator pursuant to Section II.6 below, containing the Class Notice, and any other  
10 accompanying documents required by this Settlement and/or Preliminary Approval.

11 34. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-Out  
12 Request.

13 35. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for  
14 exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.7 below.

15 36. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act  
16 of 2004, Cal. Lab. Code §§ 2698, *et seq.*

17 37. Party. “Party” shall mean, individually, one of the Parties, and each of them.

18 38. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court  
19 preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court,  
20 granting conditional Class Certification for purposes of the Class Administration Procedures,  
21 certifying Class Counsel, approving the form of Class Notice, establishing Class Administration  
22 Procedures, and scheduling a Final Approval Hearing.

23 39. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall  
24 mean the Qualified Settlement Fund established by the Class Administrator for the payment of the  
25 Settlement Payment Amount.

26 40. Released Claims. The term “Released Claims”, as applied to releases by Eligible  
27 Class Members, shall mean “any and all facts and claims asserted in the Action or any other  
28 claims, demands, obligations, actions, causes of action, liabilities, debts, promises,

1 agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected,  
2 filed or unfiled, that they may have or had had arising out of any known or unknown fact,  
3 condition or incident occurring prior to the Effective Date of Preliminary Approval that could  
4 have been asserted based on the facts alleged in the Action, including but not limited to any  
5 and all claims for PAGA penalties, for paid sick leave under California Labor Code § 246,  
6 for interference with employee use of paid sick leave under California Labor Code § 246.5,  
7 for failure to provide paid sick leave in violation of San Francisco Administrative Code,  
8 Chapter 12W, 12W.3, 12W.4, 12W.7, for intentional misrepresentation, for fraud, for fraud  
9 by concealment, for violations of California Business & Professions Code §§ 17200, *et seq.*,  
10 for violations of the California Labor Code governing: meal and rest breaks; unpaid wages,  
11 including minimum wages, regular wages, overtime and double time wages; unpaid  
12 reimbursements; wage statement violations and separation pay violations, including but not  
13 limited to violations of Labor Code §§ 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3,  
14 226.7, 246, 246.5, 248.5, 351, 450, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,  
15 1197.1, 1198, and 1199, 8 Cal. Code of Regulations § 11050 and IWC Wage Order 4-2001,  
16 Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12." Regardless of whether Class Members opt-out of  
17 the Class Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all  
18 Class Members.

19 The term "Released Claims" or "General Release," as applied to the Named Plaintiffs, shall  
20 refer to the Named Plaintiffs' additional general release of all claims, known or unknown as  
21 follows: Named Plaintiffs release Defendants, the Released Parties, and each of their respective  
22 subsidiaries, affiliates, predecessors or successors in interest, officers, directors, owners,  
23 managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of  
24 them, from all claims, demands, rights, liabilities and causes of action of every nature and  
25 description whatsoever, known or unknown, asserted or that might have been asserted, whether in  
26 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,  
27 relating to, or in connection with any act or omission by or on the part of any Defendant.

28 With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the

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1 ~~Effective Date of Preliminary Approval~~, Named Plaintiffs shall be deemed to have expressly  
2 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits  
3 of Section 1542 of the California Civil Code, or any other similar provision under federal or state  
4 law, which provides:

5                   **Section 1542. [Certain Claims Not Affected By General**  
6                   **Release.] A general release does not extend to claims that the**  
7                   **creditor or releasing party does not know or suspect to exist in**  
8                   **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.**

9           Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be  
10 other than or different from the facts now believed to be true, the release of claims contained herein  
11 shall be effective as to all unknown claims. Notwithstanding the foregoing provisions, the  
12 General Release by Named Plaintiffs does not constitute a waiver of any claims that cannot by law  
13 be waived, including claims for workers' compensation, disability insurance, or unemployment  
14 insurance.

15           41. Released Parties. The term "Released Parties", shall mean Defendants Lisa  
16 Wasserman, Katrin Ewald, Ewald and Wasserman Research Consultants, LLC, their parents,  
17 subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective: (i)  
18 predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors,  
19 administrators, principals, officers, directors, shareholders, employees, founders, members,  
20 assigns, insurers, attorneys, and all other claiming through and by any of them.

21           42. Settlement Payment Amount. "Settlement Payment Amount" means the Gross  
22 Settlement Amount, consisting of several elements including, without limitation: Eligible Class  
23 Member Shares, Class Administration Costs, the Named Plaintiff Enhancements, the LWDA  
24 Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members'  
25 portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to  
26 government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

27           43. Void Ab Initio. "Void Ab Initio" shall mean a circumstance in which this  
28 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement

1 had never been entered into. Such circumstance will be deemed to exist only if any of the following  
2 having occurred: (a) the Court has so ordered; (b) any of the Parties has materially breached this  
3 Agreement and either such breach cannot be cured, or after reasonable notice to the breaching  
4 Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching  
5 Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated  
6 in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-  
7 curable breach is non-material; (c) conditions have become such (including, for example, that the  
8 Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot  
9 occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

10 44. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar  
11 days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are  
12 also within the Class Period.

## 13 **II. TERMS AND CONDITIONS OF SETTLEMENT**

14 In addition to the definitional elements set forth above, the terms and conditions of the  
15 class settlement shall be as follows:

16 1. Amendment of Complaint to Include PAGA Claim and Provide LWDA Notice for  
17 Settlement Purposes Only. The Parties stipulate that Plaintiffs’ Counsel will amend the Complaint  
18 to include a PAGA Claim, and provide timely notice to the LWDA. After 65 days of providing the  
19 LWDA with notice of the PAGA Claim, Plaintiffs agree that the Release in Section I.40 will  
20 release that PAGA Claim for the consideration set forth in Section I.29, above.

21 2. Contentions and Defenses: Compromise. The Parties have determined that this  
22 Settlement represents a fair and reasonable compromise of disputed claims for wages and other  
23 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties  
24 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named  
25 Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to  
26 which they or the Class would be entitled if the Actions were to be further litigated. Defendants  
27 do not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class  
28 would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendants admit to any

1 unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action  
2 and seek all available forms of relief should this Settlement not be given effect.

3       3.     Confidentiality and Class Member Communications. Until Class Counsel files a  
4 Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement  
5 strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with  
6 Class Members other than the Named Plaintiffs only if such additional Class Members initiate  
7 contact with Class Counsel in such regard. No Party or their counsel may otherwise make any  
8 public statement or comment or make any disclosures of any kind about this Settlement to anyone,  
9 including without limitation, the public, or press, or on any public or semi-public forum on the  
10 internet (such as social media) without the express written permission of each of the other Parties.  
11 Such confidentiality provisions shall remain in force following Preliminary Approval as well, with  
12 the following exceptions: (a) the Class Administrator may take steps reasonably necessary to  
13 perform Class Administration Duties; (b) Class Counsel and Named Plaintiffs may take reasonably  
14 necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this  
15 Action and Settlement as among their handled cases in court filings or motions only, but may not  
16 disclose the terms of the Settlement on any firm publication or other public media. In the interest  
17 of permitting the Class Notice and administration process to function on its own, Named Plaintiffs  
18 themselves agree not to discuss this Settlement with any Class Members or any other individuals  
19 except for their attorneys, financial representatives, accountants and/or spouse. Defendants agree  
20 not to discourage Class Members from, and agree not to encourage them to, exercise any of their  
21 rights or obligations pursuant to this Agreement. Defendants will instruct their officers, directors,  
22 managers and supervisors that that, should they be contacted by Class Members or persons who  
23 believe they may be Class Members in relation to this Agreement, such officers, directors,  
24 managers and supervisors should make no comment except by directing the employees to  
25 Defendants' administrators, who will be instructed to direct such Class Members to the Class  
26 Administrator and to provide such Class Members with contact information for the Class  
27 Administrator.

28       4.     Preliminary Approval. As soon as possible following execution of this Agreement  
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1 and the amendment of the Complaint to include the PAGA Claim, Class Counsel shall move the  
2 Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any  
3 necessary declarations in support of Preliminary Approval. The Parties shall give all reasonable  
4 cooperation necessary to obtain Preliminary Approval from the Court.

5       5.     Class Administration Procedures – Class List. Within fourteen (14) days of  
6 Defendants’ receipt of notice of entry of Preliminary Approval, Defendants shall cause to be  
7 delivered by email or otherwise to the Class Administrator a list of the Class Members that includes  
8 their names, last known home address(es), full social security numbers, and dates of employment  
9 with Defendants in a Class Position during the Class Period, all of which information shall be  
10 based upon Defendant’s reasonably available business records and/or the best reasonably available  
11 personal knowledge of Defendant’s employees and agents.

12       6.     Class Administration Procedures – Notice to Class.

13       Prior to notifying Class Members of their award, the Class Administrator will calculate the  
14 estimated Eligible Class Member Shares of each respective Class Member, based upon an  
15 assumption that all Class Members will become Eligible Class Members, that no Class Member  
16 Objections, Opt-Out Requests, or other disputes pursuant to Section II.7 below will be submitted,  
17 and that no Class Members will be added to the Class. The approximate amounts of such estimated  
18 Eligible Class Member Shares will be disclosed on an individual basis in each Class Member’s  
19 respective Class Notice, along with the basis of the calculation of such shares in relation to the  
20 number of Class Member Work Weeks for each such Class Member.

21       Within ten (10) days after delivery of the information described in Section II.5 above, the  
22 Class Administrator will mail a Notice Packet to each Class Member via email (if available to  
23 Defendants) and United States Mail, first class, postage pre-paid to each Class Member’s last-  
24 known address.

25       If any mailed Notice Packets are returned as undeliverable, then the Class Administrator  
26 shall have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to  
27 perform one “skip trace” or similar search and to re-mail the same Notice Packet (or a true and  
28 correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S.

1 Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class  
2 Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out  
3 Request.

4 If the process set forth in this paragraph and any other procedures ordered by the Court are  
5 followed, the Class Notice will be deemed to have been adequately provided to all Class Members.  
6 In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does  
7 not receive the Notice Packet, the intended recipient shall remain a Class Member, and will be  
8 deemed an Eligible Class Member, unless such intended recipient submits a Class Member  
9 Objection or Opt-Out Request.

10 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,  
11 and Disputes Concerning Class Member Status and Number of Class Member  
12 Work Weeks

13 (a) *Class Member Objections – Filing and Service:* Any member of the  
14 Settlement Class who wishes to make a Class Member Objection must give written notice to the  
15 Class Administrator, with such notice being received by the Class Administrator within sixty (60)  
16 days of mailing of the Notice Packets to the Class Members. Such written notice shall contain the  
17 relevant Class Member’s name, address, telephone number, and signature, as well as a statement  
18 to the effect that the Class Member objects to the settlement, the basis and/or reason for such  
19 objection. A signature by the relevant Class Member’s authorized representative, such as an  
20 attorney, is sufficient. Timely Class Member Objections will not be rejected for technical reasons  
21 or deficiencies.

22 (b) *Class Member Objections – Responses:* Upon receipt of any documents  
23 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such  
24 documents to Class Counsel and Defendants’ Counsel by e-mail and United States Mail. Following  
25 receipt of such documents, Class Counsel and Defendants’ Counsel shall confer regarding such  
26 documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in  
27 a separate document along with their motion for Final Approval, a joint statement, not to exceed  
28 ten (10) pages, containing the Parties’ points and authorities in response to such documents



1 purporting to be Class Member Objections, along with copies of such Class Member Objections.  
2 If the Parties' responses differ in any respect, the jointly-held positions shall be set forth in a  
3 separately entitled section, and the differently-held positions shall be set forth in further separately-  
4 entitled sections of the joint response. The Parties may attach evidence to the joint response, which  
5 shall not count toward the page limit. If the volume of documents purporting to be Class Member  
6 Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the  
7 Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should  
8 the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member  
9 Objections (or should the Parties receive them less than ten (10) days prior to any due date for the  
10 motion for Final Approval), the Parties may file a further such joint response at any time prior to  
11 the Final Approval Hearing, but in any event not later than ten (10) days after receiving such  
12 untimely documents.

13 (c) *Opt-Out Requests*: Any member of the Settlement Class who wishes to  
14 make an Opt-Out Request must deliver written notice (to include the relevant Class Member's  
15 name, address, telephone number, and signature) to such effect to the Class Administrator, with  
16 such notice being received by the Class Administrator within sixty (60) days of mailing of the  
17 Notice Packets to the Class Members. A signature by the relevant Class Member's authorized  
18 representative, such as an attorney, is sufficient. Such written notice shall set forth a statement to  
19 the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive  
20 funds pursuant to the Settlement. Timely Opt-Out Requests will not be rejected for technical  
21 reasons or deficiencies. The Class Administrator shall give Class Counsel and Defendant's  
22 Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out  
23 Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties  
24 wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify  
25 the Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10) days of  
26 receiving such documents, and in so doing they shall state the factual and legal basis for such  
27 dispute. Prior to the deadline for submitting its declaration described in Section II.8 below, the  
28 Class Administrator shall make a determination as to the validity of the disputed Opt-Out Requests,

1 and shall set forth its determinations in such declaration. The Class Administrator's decisions in  
2 such regard shall be final and binding.

3 (d) *Disputes Concerning Class Member Status:* Should any person who does  
4 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class  
5 Member, such person shall notify the Class Administrator, no later than sixty (60) days after the  
6 Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall forthwith  
7 send any such documents to Class Counsel and Defendants' Counsel via email and/or United  
8 States Mail. Upon receipt of such notice, Defendants shall investigate the matter, including with  
9 reference to their business records, and shall determine whether the person is a Class Member.  
10 Then, within ten (10) days of receipt of such notice, Defendants shall notify the Class  
11 Administrator and Class Counsel as to its determination of the person's status as a Class Member.  
12 Defendants' determination in such regard shall control. If the person is determined to be a Class  
13 Member, the Class Administrator shall mail that person a Notice Packet, whereupon the same  
14 procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning  
15 Work Weeks set forth in this Agreement shall apply to such person.

16 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent  
17 to each Class Member shall separately set forth that person's estimated number of Class Member  
18 Work Weeks, which will be calculated based Defendants' records. If for any reason a Class  
19 Member disagrees with such estimate, such Class Member shall deliver written notice to such  
20 effect to the Class Administrator, with such notice being received by the Class Administrator  
21 within sixty (60) days of mailing of the Notice Packets to the Class Members. Such notice shall  
22 set forth the Class Member's basis for such disagreement, including any and all documents  
23 supporting such basis. Upon receipt of such notices, the Class Administrator shall forthwith send  
24 it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall  
25 investigate the matter, including by examining its business records, and shall, within ten (10) days  
26 of receiving notice, inform Class Counsel and the Class Administrator as to its determination  
27 regarding the Class Member's number of Class Member Work Weeks. In the event that the Class  
28 Member does not provide any supportive documentation, Defendants' determination shall control.

1 In the event that the Class Member does provide supportive documentation, Defendants shall,  
2 within the same ten (10) day period, either notify the Class Administrator and Class Counsel that  
3 they stipulate to the Class Member's assertions regarding his or her number of Class Member  
4 Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Class  
5 Administrator and Class Counsel with their proposed determination, and the factual basis therefor,  
6 and any supporting documentation. The Class Administrator shall then determine the Class  
7 Member's number of Class Member Workweeks, and its determinations shall control.

8 (f) Named Plaintiffs hereby agree that they will not submit a Class Member  
9 Objection or an Opt-Out Request. Any submissions by Named Plaintiffs purporting to be a Class  
10 Member Objection or an Opt-Out Request shall be null and void.

11 (g) No determinations by Defendants, the Class Administrator, the Court, or  
12 any other person or entity pursuant to this Section II.7 shall have the effect of increasing the amount  
13 of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any Class  
14 Member as a result of the resolution of such disputes shall be made in conjunction with and subject  
15 to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with  
16 specific amounts to be determined by the Class Administrator.

17 8. Class Administration Procedures – Class Administrator Declaration. Within ten  
18 (10) days of the expiration of all the time periods provided for in Sections II.5 through II.7 above,  
19 the Class Administrator shall provide Class Counsel and Defendants' Counsel with the Class  
20 Administrator Declaration. Should the Class Administrator be unable to provide the Class  
21 Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendants'  
22 Counsel, who shall cooperate with the Class Administrator to forthwith remedy any such inability.

23 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's  
24 receipt of the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen  
25 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon  
26 Defendant and the Class Administrator a motion for Final Approval, and shall include the Class  
27 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the  
28 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen

1 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts  
2 to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel  
3 is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will  
4 not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency  
5 relief from the Court in the form of shortening of the time for filing and serving the Motion for  
6 Final Approval, or re-scheduling of the Final Approval Hearing. Defendants shall cooperate in the  
7 seeking and obtaining of such relief.

8 10. Release. The Settlement includes a release of Released Claims against the Released  
9 Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the ~~Effective Date~~  
10 of Preliminary Approval, to have provided and to be subject to the release of Released Claims  
11 against the Released Parties set forth in herein. Named Plaintiffs additionally agree that as of the  
12 ~~Effective Date~~ of Preliminary Approval, each of them will be deemed to have provided and to be  
13 subject to the General Release in favor of the Released Parties set forth herein.

14 11. Enforcement. This Agreement is enforceable pursuant to California Rule of Court  
15 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the  
16 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,  
17 attorney's fees in connection with collection efforts or enforcement of the confidentiality  
18 provisions of this Agreement; provided however, that the aggrieved Party shall be required to give  
19 notice to the opposing Party and meet and confer regarding the alleged breach before filing any  
20 motion, or application for enforcement of, this Agreement. This provision applies only to the  
21 signatories of this Agreement, and does not apply generally to Class Members.

22 12. Taxation and Withholding; Settlement Checks.

23 (a) *Allocation.* The Parties agree that Thirty-Three and 1/3 Percent (33.33)% of  
24 the Net Settlement Amount shall be allocated to Form W-2 wages, Thirty-Three and 1/3 Percent  
25 (33.33)% of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report,  
26 and Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount be allocated to penalties  
27 (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and  
28 that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation

1 is for purposes of this Settlement only. Defendants will be responsible for the employer's share of  
2 the taxes on the Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount shall be  
3 allocated to Form W-2 wages. The Class Administrator will pay from the QSF each Eligible Class  
4 Member Share, the Eligible Class Members' shares of payroll taxes, deductions, contributions,  
5 and other amounts required to be paid to government agencies and/or tax authorities. The payment  
6 of such taxes, deductions, contributions and other amounts shall be calculated based upon  
7 Defendants' reasonably available records. The Class Administrator shall provide reasonable notice  
8 to Defendants' Counsel of any records required for purposes of computing taxes, deductions,  
9 contributions and other amounts, and Defendants shall undertake reasonable efforts to provide the  
10 Class Administrator with same. The Class Administrator shall provide, as appropriate, an IRS  
11 Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible  
12 Class Member payee. Any necessary employer tax contributions resulting from issuance of the  
13 Settlement shall be deducted from the Net Settlement Amount.

14 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that  
15 (1) no provision of this Agreement, and no written communication or disclosure between or among  
16 the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any  
17 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
18 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party  
19 (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice  
20 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement  
21 based upon the recommendation of any other Party or any Counsel or advisor to any other Party,  
22 and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or  
23 advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no  
24 attorney or advisor to any other Party has imposed any limitation that protects the confidentiality  
25 of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally  
26 binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction,  
27 including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendants  
28 or their Counsel will provide tax or financial advice, and Class Members are advised to seek

1 independent professional advice as to the tax or financial consequences of any payment they  
2 receive, or may receive, as Class Members.

3 (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall  
4 be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or  
5 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
6 Eligible Class Members.

7 (d) *Non-Negotiated Instruments of Payment.* The expiration date of any  
8 instruments of payment issued by the Class Administrator to Eligible Class Members will be one  
9 hundred eighty (180) days from the date such instruments are issued and sent.

10 13. Defendants' Payment of the Settlement Payment Amount. Upon the Effective Date,  
11 the Class Administrator shall forthwith establish all financial accounts necessary to establish the  
12 Qualified Settlement Fund, and shall promptly notify Defendants' Counsel and Class Counsel by  
13 email that such accounts have been established and of the payment details necessary to fund the  
14 Qualified Settlement Fund. The Class Administrator shall also advise Defendants as to any  
15 amounts Defendants will be required to pay for their respective portions of any payroll taxes,  
16 deductions, contributions and other amounts required to be paid to government agencies and/or  
17 tax authorities as a result of this Settlement (hereinafter, "Defendants' Payroll Tax"), if any exist.  
18 Within thirty (30) business days of the Defendants' receipt of such notice from the Class  
19 Administrator, and provided that the Effective Date has occurred, Defendants shall make such  
20 payment, not to exceed, in aggregate, the Settlement Payment Amount, which will be inclusive of  
21 Defendants' Payroll Tax. Within ten (10) days after all funds necessary to fully fund the Qualified  
22 Settlement Fund are in the accounts established by the Class Administrator and are available for  
23 disbursement, the Class Administrator shall disburse, pursuant to this Settlement and other  
24 applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member,  
25 as well as the LWDA Fund, the Named Plaintiffs' Enhancements, the Class Administration Costs,  
26 and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the Class Administrator  
27 shall also submit to the LWDA any information or documentation required for such disbursement,  
28 such as a copy of the Court's Final Approval order. The Class Administrator shall promptly notify

1 Class Counsel and Defendants' Counsel by email that such disbursements and submissions have  
2 been made.

3 14. Cooperation and Reasonable Modifications. The Parties and their respective  
4 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the  
5 conditions set forth in this Agreement, including without limitation, timely filing of all motions,  
6 papers and evidence necessary to do so, and refraining from causing or encouraging directly or  
7 indirectly the submission of any objection to this Agreement, the submission of any Class Member  
8 Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of  
9 any order or judgment contemplated by the Settlement. This Agreement contemplates that the  
10 Court and the Parties may make reasonable modifications to the Agreement in order to effect its  
11 essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall  
12 not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable  
13 modifications and take all necessary steps to give them effect.

14 15. Warranty of Authority. The undersigned each represent and warrant that each has  
15 authority to enter into this Settlement, and that by doing so they are not in breach or violation of  
16 any agreement with any third parties. The Parties further agree that the Actions shall be stayed in  
17 all respects until the final payment called for by this Settlement is made pending the occurrence or  
18 failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval  
19 and Final Approval.

20 16. Other Actions Enjoined. Defendants shall have the right to request, and Named  
21 Plaintiffs nor their Counsel will not oppose, that the Court enter an order that pending Final  
22 Approval, Class Members who do not opt-out of the Settlement are barred from instituting or  
23 prosecuting any claims or actions against the Released Parties which fall within the definition of  
24 the Released Claims and that any pending actions against the Released Parties, whether in court or  
25 arbitration, are stayed on an interim basis only as to any claims which fall within the definition of  
26 the Released Claims.

27 17. Notices to Counsel. All notices, requests, demands and other communications  
28 required or permitted to be given pursuant to this Agreement shall be in writing and shall be  
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delivered personally or mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for, the below email addresses shall be used:

Counsel for Plaintiffs:	Counsel for Defendant:
YOSEF PERETZ, SBN 209288 <a href="mailto:yperetz@peretzlaw.com">yperetz@peretzlaw.com</a>	COLLIN D. COOK, SBN 251606 <a href="mailto:ccook@fisherphillips.com">ccook@fisherphillips.com</a>
SHANE HOWARTER, SBN 311970 <a href="mailto:showarter@peretzlaw.com">showarter@peretzlaw.com</a>	NATHAN K. LOW, SBN 299587 <a href="mailto:nlow@fisherphillips.com">nlow@fisherphillips.com</a>
<b>PERETZ &amp; ASSOCIATES</b> 22 Battery Street, Suite 200 San Francisco, California 94111-3712 Telephone: (415) 732-3777 Facsimile: (415) 732-3791	BRANDON K. KAHOSH, SBN 311560 <a href="mailto:bkahoush@fisherphillips.com">bkahoush@fisherphillips.com</a> <b>FISHER &amp; PHILLIPS LLP</b> One Embarcadero Center, Suite 2050 San Francisco, California 94111-3712 Telephone: (415) 490-9000 Facsimile: (415) 490-9001

18. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

19. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.



20. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

21. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including .pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Respectfully submitted,

Dated: \_\_\_\_\_, 2021      FISHER & PHILLIPS LLP

By: \_\_\_\_\_  
COLLIN D. COOK  
NATHAN K. LOW  
BRANDON K. KAHOSH  
Attorneys for Defendants  
EWALD AND WASSERMAN RESEARCH  
CONSULTANTS, LLC, LISA WASSERMAN, and  
KATRIN EWALD

Dated: \_\_\_\_\_, 2021      PERETZ & ASSOCIATES

By: \_\_\_\_\_  
YOSEF PERETZ  
SHANE HOWARTER  
Attorneys for Plaintiffs  
ADRIANA HAYTER, LARINE SHIELDS, and  
TAYLOR EVANS

**PLAINTIFF**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Plaintiff Adriana Hayter

**PLAINTIFF**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Plaintiff Larine Shields

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**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Taylor Evans

**DEFENDANT EWALD AND WASSERMAN  
RESEARCH CONSULTANTS, LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Lisa Wasserman

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Katrin Ewald

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On the date set forth below, I served the foregoing document entitled: **JOINT STIPULATION OF AMENDED AND RESTATED CLASS ACTION AND PAGA SETTLEMENT** on all the appearing and/or interested parties in this action listed below as follows:

## ADRIANA HAYTER, LARINE SHIELDS, and TAYLOR EVANS

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- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 5, 2021 at San Francisco, California.

\_\_\_\_\_ By: \_\_\_\_\_  
Print Name Signature

FP 39752966.2  
FP 40746241.1

# **EXHIBIT 5**

## PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

### Case Information

**Case Number:** LWDA-CM-812161-20  
**Plaintiff for PAGA Case:** Adriana Hayter, Taylor Evans, Larine Shields  
**Filer/Attorney for PAGA Case:** Yosef Peretz  
**Law Firm for PAGA Plaintiff:** Peretz & Associates  
**Employer:** Ewald & Wasserman Research Consultants, LLC  
**Date Case Received:**  
**Filer for Employer:**  
**Employer Filer Firm:**  
**Court Type:**  
**Court Name:** San Francisco Superior Court  
**PAGA Court Case Number:**  
**Violation Type:**  
**Related BOFE Case:**

### Attachments

Attachment Name	Description	Date Submitted	Type
Proposed Settlement Submitted on 06/08/2021 12:09:04 PM by Yosef Peretz	Long Form Class Action and PAGA Settlement (Hayter) - FULLY EXECUTED.pdf	6/8/2021 7:09 PM	Proposed Settlement
Proposed Settlement Submitted on 06/09/2021 03:12:33 PM by Yosef Peretz	Amended Long Form Class Action and PAGA Settlement (Hayter) - FULLY EXECUTED.pdf	6/9/2021 10:12 PM	Proposed Settlement
Proposed Settlement Submitted on 07/07/2021 08:41:03 AM by Yosef Peretz	Amended Long Form Class Action and PAGA Settlement (Hayter) - 7.7.21.pdf	7/7/2021 3:41 PM	Proposed Settlement