

Yosef Peretz (SBN 209288)
yperetz@peretzlaw.com
Shane Howarter (SBN 311970)
showarter@peretzlaw.com
PERETZ & ASSOCIATES
22 Battery Street, Suite 200
San Francisco, CA 94111
Tel: 415.732.3777
Fax: 415.732.3791

Martin M. Horowitz (SBN 79073)
mhorowitz@h-rlegal.com
Stephanie Rubinoff (SBN 98229)
srubinoff@h-rlegal.com
HOROWITZ & RUBINOFF
180 Grand Avenue, Suite 1380
Oakland, CA 94612
Telephone: (510) 444-7717

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

**DECLARATION OF YOSEF PERETZ IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 10, 2021

Time: 9:15 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 declaration in support of Named Plaintiffs’ Motion for Final Approval
5 of Class Action Settlement. This motion is unopposed by Defendants.

6 3. This putative class action was filed on July 18, 2019. Plaintiffs served extensive written
7 discovery requests on Defendants shortly thereafter on August 15, 2019. Plaintiffs filed the
8 operative First Amended Complaint on September 16, 2019.

9 4. The parties then met and conferred and agreed to attend private mediation with John
10 Hyland, Esq. of Rukin Hyland & Riggin LLP. As part of the agreement to mediate, Defendants
11 provided Plaintiffs with certain key payroll and timekeeping documents and further agreed to
12 provide Plaintiffs with the putative class list.

13 5. In order to provide Plaintiffs with the class list, including contact information for class
14 members, the parties stipulated to a form opt-out notice pursuant to *Belaire-West Landscape, Inc.*
15 *v. Superior Court* (2007) 149 Cal.App.4th 554 (“*Belaire-West*”). This stipulation was approved
16 by the Court on December 30, 2019. The *Belaire-West* notices were mailed to putative class
17 members on January 14, 2020 with an opt-out deadline of February 4, 2020. Ultimately, three of
18 the fifty-six (56) notices mailed out were returned as undeliverable, and no members opted out of
19 providing their contact information to Plaintiff’s counsel.

20 6. The parties then held a full-day session of mediation with Mr. Hyland on February 19,
21 2020. However, the parties were unable to reach a settlement at that time. The parties continued
22 to informally discuss settlement throughout the spring and summer of 2020, while simultaneously
23 exchanging further written discovery requests, responses and production of documents.
24 Significant discovery was conducted by both sides, including 24 sets of written discovery.

25 7. At a Case Management Conference on September 14, 2020, the Court ordered the parties
26 to attend a Mandatory Settlement Conference before the Honorable Mary E. Wiss. The parties
27 agreed to convert the conference into a judicial mediation, which took place with Judge Wiss
28 during a full-day session on November 6, 2020. With the help of Judge Wiss, the parties were
able to reach a class action and PAGA settlement in this matter, which was formalized into the
Settlement Agreement currently before the Court for preliminary approval.

1 8. As part of the settlement, the parties also agreed to allow Plaintiffs' counsel to file a
2 Second Amended Complaint to allege a PAGA claim, and provide notice to the California Labor
3 and Workforce Development Agency (hereinafter "LWDA") pursuant to Cal. Lab. Code §
4 2699.3(a) (hereinafter the "PAGA Notice"). On January 14, 2021, the parties filed a joint
5 stipulation to file a Second Amended Complaint that included the PAGA claims. On February 1,
6 2021, the Court ordered Defendants to file their responsive pleading to Plaintiff's Second
7 Amended Complaint, and on February 23, 2021, the parties jointly stipulated to stay Defendants'
8 responsive pleading deadline pending the Court's ruling on final approval of the settlement
between the Parties.

9 9. A true and correct copy of the parties' proposed class action settlement in this matter is
10 attached hereto as **Exhibit 1**.

11 10. Named Plaintiffs Hayter, Shields, and Evans were instrumental in contacting and
12 providing information to their counsel which led to the initial filing of this action. After the action
13 was filed, each responded to extensive written discovery, with significant hours of work for each
14 Named Plaintiff. All three Named Plaintiffs were present and participated in the full day of
15 mediation with Mr. Hyland on February 4, 2020, including by providing additional factual
16 background and answering questions posed by counsel and Mr. Hyland. Finally, all three Named
17 Plaintiffs were available and provided information which assisted the parties in finally settling
18 this action with Judge Wiss at the full day, remote mediation held on November 4, 2020. The
Named Plaintiffs have not received any personal benefits from this participation.

19 11. All of the Named Plaintiffs are at or near minimum-wage employees who have had to
20 work around their current jobs to provide the labor necessary to take on this Action. Additionally,
21 Shields and Evans both became pregnant during the scope of this Action and have had to balance
22 their time between their new jobs, new children, and this Action.

23 12. Plaintiffs' Counsel's evaluation of the liability and damages in the case was premised on
24 an extensive evaluation of, among other things, the number of the putative Class Members, the
25 alleged amounts of unpaid wages owed, the average hourly rate each class member actually
26 received for his or her work and the penalties that could be awarded with respect to the alleged
27 violations of law. Plaintiffs' Counsel also performed extensive analysis of recovery limits for
28 both civil and statutory penalties.

1 13. The proposed Settlement provides a reasonable amount of recovery as to each of the
2 classes and the individual Plaintiffs. On average, Class Members will receive approximately
3 \$1,300, which will vary by length of employment, while also avoiding the risks, time, and expense
4 of litigation in this case. The Class consists of approximately 56 Class employees.

5 14. Once Plaintiffs' Counsel obtained the putative class list, counsel engaged in extensive
6 outreach and communications with class members both to gather supplemental evidence and
7 confirm the experience of Named Plaintiffs. On March 6, 2020, Plaintiffs' Counsel sent a letter
8 to each and every class member providing information about this proposed class action lawsuit,
9 the basis for Plaintiffs' claims, and inviting the Class Members to contact Plaintiffs' Counsel.
10 Many class members subsequently called or wrote to Plaintiffs' counsel to express their interest
11 in learning more about the lawsuit and sharing their experience at E&W. Plaintiffs' counsel had
12 many conversations with class members which corroborated the allegations and claims brought
13 by Named Plaintiffs.

14 15. E&W's written policy provides that if an employee works a 4 or 5-hour shift, that
15 employee is entitled to one paid 10-minute rest break; and if an employee works more than 5
16 hours, that employee is entitled to one paid 10-minute rest break and one 30-minute meal break.
17 A true and correct copy of this E&W policy is attached hereto as **Exhibit 2**.

18 16. The limited number of time records produced by Defendants for the Named Plaintiffs
19 indicate instances in which they reported over 5 hours of work without taking a meal break. These
20 records alone serve as proof for the one-hour wage-penalties for all of those days.

21 17. Even the limited time records produced by Defendants before mediation show post-hoc
22 changes highlighted in red. Over one three-week period, Hayter's time records show that the "in"
23 and "out" time was edited *every single day*.

24 18. Plaintiffs' counsel is skilled and experienced in class action wage and hour litigation. In
25 reaching settlement, Plaintiffs' counsel not only drew upon this experience but undertook a
26 thorough analysis of liability and damages presented by the facts and allegations in this case.

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



Yosef Peretz

EXHIBIT 1

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

Attorneys for Defendants
EWALD & WASSERMAN
RESEARCH CONSULTANTS, LLC;
KATRIN EWALD; and,
LISA WASSERMAN

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

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

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

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

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

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

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

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

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

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

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

25 40. Released Claims. The term “Released Claims”, as applied to releases by Eligible
26 Class Members, shall mean “any and all facts and claims asserted in the Action or any other
27 claims, demands, obligations, actions, causes of action, liabilities, debts, promises,
28 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 yperetz@peretzlaw.com SHANE HOWARTER, SBN 311970 showarter@peretzlaw.com PERETZ & ASSOCIATES 22 Battery Street, Suite 200 San Francisco, California 94111-3712 Telephone: (415) 732-3777 Facsimile: (415) 732-3791	COLLIN D. COOK, SBN 251606 ccook@fisherphillips.com NATHAN K. LOW, SBN 299587 nlow@fisherphillips.com BRANDON K. KAHOSH, SBN 311560 bkahoush@fisherphillips.com FISHER & PHILLIPS LLP 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

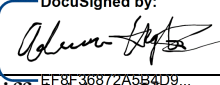
10
 11 By: _____
 12 COLLIN D. COOK
 13 NATHAN K. LOW
 14 BRANDON K. KAHOSH
 15 Attorneys for Defendants
 16 EWALD AND WASSERMAN RESEARCH
 17 CONSULTANTS, LLC, LISA WASSERMAN, and
 18 KATRIN EWALD

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

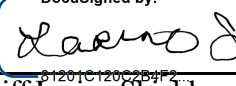
27 **PLAINTIFF**

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

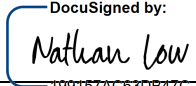
waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

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: 
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

1 Dated: _____

Plaintiff Taylor Evans

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

4 Dated: 6/25/2021
5 _____

DocuSigned by:
Katrin Ewald
IF55CB4000CF4B9...

Katrin Ewald

Please Print Name of Authorized Signatory

7 **DEFENDANT**

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9 Dated: 6/25/2021
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Lisa Wasserman
DED6D7629D84420...

Defendant Lisa Wasserman

11 **DEFENDANT**

12 Dated: 6/25/2021
13 _____

DocuSigned by:
Katrin Ewald
IF55CB4000CF4B9...

Defendant Katrin Ewald

EXHIBIT 2

E&W RESEARCH CONSULTANTS – GENERAL INFO

- Welcome to our company. We are pleased to have you as a temporary, part-time on-call staff member and hope that you will enjoy working with us!
- Schedules for the following week will be created on Thursday of the week prior. Be prepared to give your availability for the following week on Thursday.
- You will receive an ID number. That will be used to log in and out of the Automated Time Card System, as well as into the CATI System.
- You are entitled to a 10-minute paid rest break for every 4 hours worked.
- If you work **more than 5 hours**, you are entitled to a 10 minute paid break & a 30-minute unpaid break. You are not required to take a 30 minute break. You can waive your meal break if you work over 5 hours but not more than 6 hours (you must complete a waiver form); **if you work over 6 hours** - you cannot waive your meal break. If you do take a 30-minute break, please clock out.
- You will be expected to come to work on time and to communicate via telephone or email to the Supervisor if you will be late or absent. **3 consecutive absences with no communication may result in termination.** 415.230.7740 supervisor@eandwresearch.com
- Pay checks will be issued **every two weeks, and distributed on Friday after 4PM**. If you are not working that day, you can make arrangements to pick up your check or have it mailed to the address on file.
- Direct Deposit is available after 3 weeks of consistent employment. If you receive direct deposit, funds will be available on that pay date. If you would like to sign up for direct deposit, you will need to bring a voided check and fill out a request form.
- You will complete an on-line training the OHRP (Office of Human Research Assurance Training) during your first few weeks of work.
- Confidentiality is paramount with ALL research projects. Because of the importance of keeping strict confidentiality, interviewers must never discuss previous or forthcoming interviews with the Respondent or anyone else. Never mention the name, address of a respondent or any other information. **Leave all study materials at the office.**

Our office address is:

Ewald & Wasserman Research Consultants
27 Maiden Lane, Suite 500, San Francisco, CA 94108
<http://www.eandwresearch.com/>

Please program the #s below into your phone. These may be needed for building access.

