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

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

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

19 Plaintiffs,

20 v.

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

24 Defendants.

Case No. CGC-19-577753

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

Date: May 3, 2021

Time: 10:00 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 declaration in support of Named Plaintiffs’ Motion for Preliminary
5 Approval of Class Action Settlement and Class Certification. This motion is unopposed by
6 Defendants, who agreed to waive the statutory motion period under Code of Civil Procedure
7 section 1005 for the filing and serving of this motion.

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

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

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

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

27 7. At a Case Management Conference on September 14, 2020, the Court ordered the parties
28 to attend a Mandatory Settlement Conference before the Honorable Mary E. Wiss. The parties
agreed to convert the conference into a judicial mediation, which took place with Judge Wiss
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

1 Settlement Agreement currently before the Court for preliminary approval.

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

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

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

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

26 12. A true and correct copy of the parties' proposed Notice and Claim Form to be sent out to
27 class members notifying them of this proposed class action settlement is attached hereto as
28 **Exhibit 2**.

13. Plaintiffs' Counsel's evaluation of the liability and damages in the case was premised on
an extensive evaluation of, among other things, the number of the putative Class Members, the
alleged amounts of unpaid wages owed, the average hourly rate each class member actually

1 received for his or her work and the penalties that could be awarded with respect to the alleged
2 violations of law. Plaintiffs' Counsel also performed extensive analysis of recovery limits for
3 both civil and statutory penalties.

4 14. The proposed Settlement provides a reasonable amount of recovery as to each of the
5 classes and the individual Plaintiffs. On average, Class Members will receive approximately
6 \$1,300, which will vary by length of employment, while also avoiding the risks, time, and expense
7 of litigation in this case. The Class consists of approximately 56 Class employees.

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

17 16. The parties' proposed notice plan is as follows: Simpluris, Inc., who is experienced in
18 similar cases, will act as Settlement Administrator. Under an agreement reached with Simpluris,
19 the total costs of administering the fund, including the cost of providing Notice to the Class
20 Members will not exceed \$5,000. A true and correct copy of this agreement and initial estimate
21 from Simpluris to administer this proposed class action settlement is attached hereto as **Exhibit 3**.

22 I declare under penalty of perjury under the laws of California that the foregoing is
23 true and correct, and that this declaration was executed on April 9, 2021.

24 
Yosef Peretz

EXHIBIT 1

1 COLLIN D. COOK, SBN 251606
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7 *Attorneys for Defendants*
EWALD & WASSERMAN
8 RESEARCH CONSULTANTS, LLC;
KATRIN EWALD; and,
9 LISA WASSERMAN

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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 CLASS ACTION
AND PAGA SETTLEMENT**

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

1 hereinafter collectively referred to as the “Action”;

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

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

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

10 **I. DEFINITIONS**

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

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

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

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

23 4. Class Administrator Declaration. “Class Administrator Declaration” shall mean a
24 declaration attesting, in detail, to the steps taken through the date of such declaration in performing
25 the Class Administration Duties, that the procedures contemplated in Sections II.5 through II.7
26 below are complete, and that the Class Administrator has all information needed to perform any
27 remaining Class Administration Duties, including calculation of the amounts of the respective
28 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 an
27 amount of thirty-eight percent (38%) of the Gross Settlement Amount in Class Counsel’s Fees
28 subject to Court approval, in addition to actual costs and expenses incurred by Class Counsel

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

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

3 21. Eligible Class Member Share. “Eligible Class Member Share” shall mean the
4 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member,
5 according to the following method: first, dividing the Net Settlement Amount by the total number
6 of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying
7 the resulting Eligible Work Week Rate by the total number of Eligible Work Weeks for each
8 respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to
9 legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net
10 Settlement Amount will be sent by the Class Administrator to the State of California Department
11 of Industrial Relations Unclaimed Wages Fund in the name of the Eligible Class Member who did
12 not cash his or her check. The unclaimed funds shall not revert back to the Defendants. As to the
13 Plaintiffs, the amount of their Eligible Class Member Shares is in addition to any Court-approved
14 Named Plaintiffs Enhancements.

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

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

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

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

27 26. Gross Settlement Amount. “Gross Settlement Amount” means the maximum
28 possible amount Defendant shall pay as a consequence of this Settlement, which is One Hundred

1 Forty-Four Thousand United States Dollars and Zero Cents (\$144,000.00).

2 27. Judgment. “Judgment” means a Judgment of the Court in accordance with Rule
3 3.769(h) of the California Rules of Court.

4 28. LWDA. The “LWDA” shall mean the California Labor and Workforce
5 Development Agency.

6 29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA
7 pursuant to the Joint Stipulation, which shall be One Thousand United States Dollars (\$1,000).
8 This amount shall be deemed to be seventy-five percent (75%) of an overall amount of Seven
9 Hundred Fifty United States Dollars (\$750.00) of the Gross Settlement Amount which shall be
10 allocated to PAGA penalties. The remaining amount of such allocation, Two Hundred Fifty United
11 States Dollars (\$250) shall be deemed part of the Net Settlement Fund and shall be accordingly
12 distributed to the Eligible Class Members as a proportionate part of their Eligible Class Member
13 Shares, proportionate to their number of Eligible Class Member Workweeks.

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

16 31. Named Plaintiffs Enhancement. “Named Plaintiffs Enhancement” shall mean the
17 amount approved by the Court to be paid to Plaintiffs Adriana Hayter, Larine Shields, and Taylor
18 Evans in addition to their individual Eligible Class Member Shares, in consideration for their effort
19 in coming forth as a class and PAGA representative, and in consideration for their General Release,
20 as defined herein. The Parties agree that such amounts shall be Four Thousand United States
21 Dollars (\$4,000) each, subject to the Court’s approval. Plaintiffs Adriana Hayter, Larine Shields,
22 and Taylor Evans must sign a separate Settlement Agreement and General Release the Named
23 Plaintiffs Enhancement.

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

27 33. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class
28 Administrator pursuant to Section II.6 below, containing the Class Notice, and any other

1 accompanying documents required by this Settlement and/or Preliminary Approval.

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

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

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

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

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

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

17 40. Released Claims. The term “Released Claims”, as applied to releases by Eligible
18 Class Members, shall mean “any and all facts and claims asserted in the Action or any other
19 claims, demands, obligations, actions, causes of action, liabilities, debts, promises,
20 agreements, attorneys’ fees, losses or expense, known or unknown, suspected or unsuspected,
21 filed or unfiled, that they may have or had had arising out of any known or unknown fact,
22 condition or incident occurring prior to the date of this Settlement, including but not limited
23 to any claims that could have been asserted in the Action, including but not limited to any and
24 all claims for PAGA penalties, for paid sick leave under California Labor Code § 246, for
25 interference with employee use of paid sick leave under California Labor Code § 246.5, for
26 failure to provide paid sick leave in violation of San Francisco Administrative Code, Chapter
27 12W, 12W.3, 12W.4, 12W.7, for intentional misrepresentation, for fraud, for fraud by
28 concealment, for violations of California Business & Professions Code §§ 17200, *et seq.*, for

1 violations of the California Labor Code governing: meal and rest breaks; unpaid wages,
2 including minimum wages, regular wages, overtime and double time wages; unpaid
3 reimbursements; wage statement violations and separation pay violations, including but not
4 limited to violations of Labor Code §§ 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3,
5 226.7, 246, 246.5, 248.5, 351, 450, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
6 1197.1, 1198, and 1199, 8 Cal. Code of Regulations § 11050 and IWC Wage Order 4-2001,
7 Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12.” Regardless of whether Class Members opt-out of
8 the Class Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all
9 Class Members.

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

19 With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the
20 Effective Date, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to
21 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
22 California Civil Code, or any other similar provision under federal or state law, which provides:

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

27 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be
28 other than or different from the facts now believed to be true, the release of claims contained herein

1 shall be effective as to all unknown claims. Notwithstanding the foregoing provisions, the
2 General Release by Named Plaintiffs does not constitute a waiver of any claims that cannot by law
3 be waived, including claims for workers' compensation, disability insurance, or unemployment
4 insurance.

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

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

17 43. Void Ab Initio. "Void *Ab Initio*" shall mean a circumstance in which this
18 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement
19 had never been entered into. Such circumstance will be deemed to exist only if any of the following
20 having occurred: (a) the Court has so ordered; (b) any of the Parties has materially breached this
21 Agreement and either such breach cannot be cured, or after reasonable notice to the breaching
22 Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching
23 Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated
24 in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-
25 curable breach is non-material; (c) conditions have become such (including, for example, that the
26 Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot
27 occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

28 44. Work Week. "Work Week" shall mean a continuous period of seven (7) calendar

1 days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are
2 also within the Class Period.

3 **II. TERMS AND CONDITIONS OF SETTLEMENT**

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

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

11 2. Contentions and Defenses: Compromise. The Parties have determined that this
12 Settlement represents a fair and reasonable compromise of disputed claims for wages and other
13 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties
14 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named
15 Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to
16 which they or the Class would be entitled if the Actions were to be further litigated. Defendants
17 do not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class
18 would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendants admit to any
19 unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action
20 and seek all available forms of relief should this Settlement not be given effect.

21 3. Confidentiality and Class Member Communications. Until Class Counsel files a
22 Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement
23 strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with
24 Class Members other than the Named Plaintiffs only if such additional Class Members initiate
25 contact with Class Counsel in such regard. No Party or their counsel may otherwise make any
26 public statement or comment or make any disclosures of any kind about this Settlement to anyone,
27 including without limitation, the public, or press, or on any public or semi-public forum on the
28 internet (such as social media) without the express written permission of each of the other Parties.

1 Such confidentiality provisions shall remain in force following Preliminary Approval as well, with
2 the following exceptions: (a) the Class Administrator may take steps reasonably necessary to
3 perform Class Administration Duties; (b) Class Counsel and Named Plaintiffs may take reasonably
4 necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this
5 Action and Settlement as among their handled cases in court filings or motions only, but may not
6 disclose the terms of the Settlement on any firm publication or other public media. In the interest
7 of permitting the Class Notice and administration process to function on its own, Named Plaintiffs
8 themselves agree not to discuss this Settlement with any Class Members or any other individuals
9 except for their attorneys, financial representatives, accountants and/or spouse. Defendants agree
10 not to discourage Class Members from, and agree not to encourage them to, exercise any of their
11 rights or obligations pursuant to this Agreement. Defendants will instruct their officers, directors,
12 managers and supervisors that that, should they be contacted by Class Members or persons who
13 believe they may be Class Members in relation to this Agreement, such officers, directors,
14 managers and supervisors should make no comment except by directing the employees to
15 Defendants' administrators, who will be instructed to direct such Class Members to the Class
16 Administrator and to provide such Class Members with contact information for the Class
17 Administrator.

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

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

1 personal knowledge of Defendant's employees and agents.

2 6. Class Administration Procedures – Notice to Class.

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

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

15 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator
16 shall have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to
17 perform one "skip trace" or similar search and to re-mail the same Notice Packet (or a true and
18 correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S.
19 Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class
20 Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out
21 Request.

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

28 //

1 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,
2 and Disputes Concerning Class Member Status and Number of Class Member
3 Work Weeks

4 (a) *Class Member Objections – Filing and Service:* Any member of the
5 Settlement Class who wishes to make a Class Member Objection must give written notice to the
6 Class Administrator, with such notice being received by the Class Administrator within forty-five
7 (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall contain
8 the relevant Class Member’s name, address, telephone number, and signature, as well as a
9 statement to the effect that the Class Member objects to the settlement, the basis and/or reason for
10 such objection.

11 (b) *Class Member Objections – Responses:* Upon receipt of any documents
12 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such
13 documents to Class Counsel and Defendants’ Counsel by e-mail and United States Mail. Following
14 receipt of such documents, Class Counsel and Defendants’ Counsel shall confer regarding such
15 documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in
16 a separate document along with their motion for Final Approval, a joint statement, not to exceed
17 ten (10) pages, containing the Parties’ points and authorities in response to such documents
18 purporting to be Class Member Objections, along with copies of such Class Member Objections.
19 If the Parties’ responses differ in any respect, the jointly-held positions shall be set forth in a
20 separately entitled section, and the differently-held positions shall be set forth in further separately-
21 entitled sections of the joint response. The Parties may attach evidence to the joint response, which
22 shall not count toward the page limit. If the volume of documents purporting to be Class Member
23 Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the
24 Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should
25 the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member
26 Objections (or should the Parties receive them less than ten (10) days prior to any due date for the
27 motion for Final Approval), the Parties may file a further such joint response at any time prior to
28 the Final Approval Hearing, but in any event not later than ten (10) days after receiving such

1 untimely documents.

2 (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to
3 make an Opt-Out Request must deliver written notice (to include the relevant Class Member's
4 name, address, telephone number, and signature) to such effect to the Class Administrator, with
5 such notice being received by the Class Administrator within forty-five (45) days of mailing of the
6 Notice Packets to the Class Members. Such written notice shall set forth a statement to the effect
7 that the Class Member does not wish to be part of, to be bound by, and/or to receive funds pursuant
8 to the Settlement. The Class Administrator shall give Class Counsel and Defendant's Counsel no
9 less than weekly notice of the number of Class Members who have submitted Opt-Out Requests,
10 as well as copies of any such Opt-Out Requests upon request. Should any of the Parties wish to
11 dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify the
12 Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10) days of receiving
13 such documents, and in so doing they shall state the factual and legal basis for such dispute. Prior
14 to the deadline for submitting its declaration described in Section II.8 below, the Class
15 Administrator shall make a determination as to the validity of the disputed Opt-Out Requests, and
16 shall set forth its determinations in such declaration. The Class Administrator's decisions in such
17 regard shall be final and binding.

18 (d) *Disputes Concerning Class Member Status:* Should any person who does
19 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class
20 Member, such person shall notify the Class Administrator, no later than forty-five (45) days after
21 the Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall
22 forthwith send any such documents to Class Counsel and Defendants' Counsel via email and/or
23 United States Mail. Upon receipt of such notice, Defendants shall investigate the matter, including
24 with reference to their business records, and shall determine whether the person is a Class Member.
25 Then, within ten (10) days of receipt of such notice, Defendants shall notify the Class
26 Administrator and Class Counsel as to its determination of the person's status as a Class Member.
27 Defendants' determination in such regard shall control. If the person is determined to be a Class
28 Member, the Class Administrator shall mail that person a Notice Packet, whereupon the same

1 procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning
2 Work Weeks set forth in this Agreement shall apply to such person.

3 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent
4 to each Class Member shall separately set forth that person's estimated number of Class Member
5 Work Weeks, which will be calculated based Defendants' records. If for any reason a Class
6 Member disagrees with such estimate, such Class Member shall deliver written notice to such
7 effect to the Class Administrator, with such notice being received by the Class Administrator
8 within forty-five (45) days of mailing of the Notice Packets to the Class Members. Such notice
9 shall set forth the Class Member's basis for such disagreement, including any and all documents
10 supporting such basis. Upon receipt of such notices, the Class Administrator shall forthwith send
11 it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall
12 investigate the matter, including by examining its business records, and shall, within ten (10) days
13 of receiving notice, inform Class Counsel and the Class Administrator as to its determination
14 regarding the Class Member's number of Class Member Work Weeks. In the event that the Class
15 Member does not provide any supportive documentation, Defendants' determination shall control.
16 In the event that the Class Member does provide supportive documentation, Defendants shall,
17 within the same ten (10) day period, either notify the Class Administrator and Class Counsel that
18 they stipulate to the Class Member's assertions regarding his or her number of Class Member
19 Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Class
20 Administrator and Class Counsel with their proposed determination, and the factual basis therefor,
21 and any supporting documentation. The Class Administrator shall then determine the Class
22 Member's number of Class Member Workweeks, and its determinations shall control.

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

26 (g) No determinations by Defendants, the Class Administrator, the Court, or
27 any other person or entity pursuant to this Section II.7 shall have the effect of increasing the amount
28 of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any Class

1 Member as a result of the resolution of such disputes shall be made in conjunction with and subject
2 to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with
3 specific amounts to be determined by the Class Administrator.

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

10 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's
11 receipt of the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen
12 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon
13 Defendant and the Class Administrator a motion for Final Approval, and shall include the Class
14 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the
15 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen
16 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts
17 to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel
18 is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will
19 not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency
20 relief from the Court in the form of shortening of the time for filing and serving the Motion for
21 Final Approval, or re-scheduling of the Final Approval Hearing. Defendants shall cooperate in the
22 seeking and obtaining of such relief.

23 10. Release. The Settlement includes a release of Released Claims against the Released
24 Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the Effective Date,
25 to have provided and to be subject to the release of Released Claims against the Released Parties
26 set forth in herein. Named Plaintiffs additionally agree that as of the Effective Date, each of them
27 will be deemed to have provided and to be subject to the General Release in favor of the Released
28 Parties set forth herein.

1 11. Enforcement. This Agreement is enforceable pursuant to California Rule of Court
2 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the
3 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,
4 attorney's fees in connection with collection efforts or enforcement of the confidentiality
5 provisions of this Agreement; provided however, that the aggrieved Party shall be required to give
6 notice to the opposing Party and meet and confer regarding the alleged breach before filing any
7 motion, or application for enforcement of, this Agreement.

8 12. Taxation and Withholding; Settlement Checks.

9 (a) *Allocation.* The Parties agree that Thirty-Three and 1/3 Percent (33.33)% of
10 the Net Settlement Amount shall be allocated to Form W-2 wages, Thirty-Three and 1/3 Percent
11 (33.33)% of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report,
12 and Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount be allocated to penalties
13 (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and
14 that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation
15 is for purposes of this Settlement only. Defendants will be responsible for the employer's share of
16 the taxes on the Thirty-Three and 1/3 Percent (33.33)% of the Net Settlement Amount shall be
17 allocated to Form W-2 wages. The Class Administrator will pay from the QSF each Eligible Class
18 Member Share, the Eligible Class Members' shares of payroll taxes, deductions, contributions,
19 and other amounts required to be paid to government agencies and/or tax authorities. The payment
20 of such taxes, deductions, contributions and other amounts shall be calculated based upon
21 Defendants' reasonably available records. The Class Administrator shall provide reasonable notice
22 to Defendants' Counsel of any records required for purposes of computing taxes, deductions,
23 contributions and other amounts, and Defendants shall undertake reasonable efforts to provide the
24 Class Administrator with same. The Class Administrator shall provide, as appropriate, an IRS
25 Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible
26 Class Member payee. Any necessary employer tax contributions resulting from issuance of the
27 Settlement shall be deducted from the Net Settlement Amount.

28 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that

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

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

21 (d) *Non-Negotiated Instruments of Payment.* The expiration date of any
22 instruments of payment issued by the Class Administrator to Eligible Class Members will be one
23 hundred eighty (180) days from the date such instruments are issued and sent. The monies of any
24 such instruments of payment that are not negotiated by Eligible Class Members within one hundred
25 eighty (180) calendar days of the date of mailing of the instruments of payment shall be paid to
26 mutually agreed upon cy-pres organization which supports "projects that will benefit the class or
27 similarly situated persons, or that promote the law consistent with the objectives and purposes of
28 the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing

1 civil legal services to the indigent” pursuant to Cal. Code. Civ. Proc. § 384.

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

23 14. Cooperation and Reasonable Modifications. The Parties and their respective
24 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the
25 conditions set forth in this Agreement, including without limitation, timely filing of all motions,
26 papers and evidence necessary to do so, and refraining from causing or encouraging directly or
27 indirectly the submission of any objection to this Agreement, the submission of any Class Member
28 Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of

1 any order or judgment contemplated by the Settlement. This Agreement contemplates that the
2 Court and the Parties may make reasonable modifications to the Agreement in order to effect its
3 essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall
4 not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable
5 modifications and take all necessary steps to give them effect.

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

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

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

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

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.

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

5
6 Respectfully submitted,

7 Dated: February 8, , 2021

FISHER & PHILLIPS LLP

8
9 By: 

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

10
11
12
13 Dated: February 25 , 2021

PERETZ & ASSOCIATES

14
15 By: 

YOSEF PERETZ
SHANE HOWARTER
Attorneys for Plaintiffs
ADRIANA HAYTER, LARINE SHIELDS, and
TAYLOR EVANS

16
17
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19 **PLAINTIFF**

20 Dated: _____

Plaintiff Adriana Hayter

21
22 **PLAINTIFF**

23
24 Dated: 02/10/2021



Plaintiff Larine Shields

25
26 **PLAINTIFF**

27 Dated: _____

Plaintiff Taylor Evans

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

5
6 Respectfully submitted,

7 Dated: February 8, , 2021

FISHER & PHILLIPS LLP

8
9 By: 

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

10
11
12
13 Dated: , 2021

PERETZ & ASSOCIATES

14
15 By: _____

YOSEF PERETZ
SHANE HOWARTER
Attorneys for Plaintiffs
ADRIANA HAYTER, LARINE SHIELDS, and
TAYLOR EVANS

16
17
18
19 **PLAINTIFF**

20 Dated: _____

Plaintiff Adriana Hayter

21
22 **PLAINTIFF**

23 Dated: _____

Plaintiff Larine Shields

24
25
26 **PLAINTIFF**

27 Dated: February 10, 2021


Plaintiff Taylor Evans

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

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6 Respectfully submitted,

7 Dated: February 8, 2021 FISHER & PHILLIPS LLP

8
9 By: 

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

17 Dated: _____, 2021 PERETZ & ASSOCIATES

18
19 By: _____

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

25
26 Dated: 2/9/21

27 **PLAINTIFF**

28 

 Plaintiff Adriana Hayter

PLAINTIFF

 Dated: _____

 Plaintiff Larine Shields

PLAINTIFF

 Dated: _____

 Plaintiff Taylor Evans

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

Dated: 2/8/2021



Katrin Ewald

Please Print Name of Authorized Signatory

DEFENDANT

Dated: 2/8/2021



Defendant Lisa Wasserman

DEFENDANT

Dated: 2/8/2021



Defendant Katrin Ewald

EXHIBIT 2

NOTICE OF CLASS 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 other similar positions, 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 action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class 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, Katrin Ewald, Lisa and Wasserman as a Part-Time Telephone Interviewer, or other similar positions 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 ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?	Page 2
3. Am I a Class Member?	Page 2
4. How Does This Class Action Settlement Work?	Page 3
5. What Are My Options?.....	Page 4
6. How Do I Opt Out or Exclude Myself From This Settlement?	Page 4
7. How Do I Object to the Settlement?	Page 4
8. How Does This Settlement Affect My Rights?	Page 5
9. How Much Can I Expect to Receive From This Settlement?	Page 6
10. How Will the Attorneys for the Class and the Class Representative Be Paid?	Page 7

1. *Why Have I Received This Notice?*

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 below, from August 1, 2015, through [insert date] (the "Class Period").

You are a Class Member if you are or ever were an hourly (non-exempt) employee of as a Part-Time Telephone Interviewer, or other similar positions, at any time from August 1, 2015, through [insert date].

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.

2. *What Is This Case About?*

This class 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") on the various wage claims including 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. To read the pleadings in this case, and for a full list of claims, visit:

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.

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.

3. *What Are My Options?*

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

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

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive an Class Member Settlement Payment based on the

total number of workweeks that you personally were employed as a Part-Time Telephone Interviewer, or other similar positions, classified as an hourly non-exempt employee in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below. You can read more about how your settlement payment will be calculated by going to _____ and viewing the Proposed Settlement Agreement in its entirety.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive a Class Member Settlement Payment and you will not give up the right to sue the Released Parties, including Defendants, for any the Released Claims as defined in the Settlement Agreement accessible at _____. **IF YOU OPT OUT, YOU WILL NOT GET MONEY FROM THIS SETTLEMENT.**
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement. It is strongly encouraged that you consult with an attorney before objecting.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

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, 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].

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] by [the Response Deadline]. The Objection must state: (a) your full name, address, telephone number and signature; and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who submit a timely Notice of Objection will have a right to appear at the Final Settlement Approval Hearing in order to have their objections heard by the Court. 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 rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

6. *How Much Money Will I Get?*

You will get a proportionate amount out of the total Gross Settlement Amount (\$144,000), calculated based on the number of Eligible Work Weeks that you worked for the Defendants. You can read a detailed explanation of how this amount will be calculated by going to _____.

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 Amount, is as follows: \$ _____, less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked _____ Eligible Work Weeks during the Class Period.

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

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 will, pay the amount of your Individual Settlement Share to a non-profit *cy pres* recipient.

7. *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, toll free. Please refer to the Ewald & Wasserman Research Consultants, LLC class action Settlement. You may also visit _____ to view the Settlement Agreement and filings in this case, free of charge.

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 underlying documents and papers on file with the Court at 400 McAllister Street, San Francisco, California 94104 between 8:30 a.m. and 4:00 p.m. You may also contact Plaintiffs' counsel, whose contact information is above, and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

-4-

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

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

-5-

Questions? Call the Claims Administrator toll free at [\[phone number\]](#)

EXHIBIT 3



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	12512	Prepared By:	Kimberly Sutherland
Estimate Date:	11/9/2020	Direct Dial #:	321-223-5067
		Email:	msutherland@simpluris.com

Attorney/Client:	<u>Plaintiff Attorney</u> Shane Howarter	Attorney/Client:	<u>Defense Attorney</u>
Firm:	Peretz Law	Firm:	
Email:	showarter@peretzlaw.com	Email:	

Case Name: Ewald & Wasserman Research Consultants : All In Settlement

Anticipated Total Cost	\$4,135
Capped Fee*	\$4,300

Terms:
1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	56	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	n/a
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	No	State	Single
Uncashed checks	Cy Pres	Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$795.00

Notification

Mailing Notice Pack- 4 pg Notice, claim form Double Sided - English			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.00	56	\$56.00
Postage	\$0.55	56	\$30.80
NCOA/CASS/LACS	\$25.00	1	\$25.00
Undeliverable Processing	\$0.25	11	\$2.80
Skip Trace RUM	\$2.00	11	\$22.40
Remail	\$2.00	10	\$19.04
Postage	\$0.55	10	\$5.24
Clerical	\$50.00	1	\$50.00
Total			\$211.28

Call Center-

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	0	\$0.00
800 # Charges	\$0.00	0	\$0.00
Total			\$0.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Class Action Settlement Administration

Claims Administration

Process Mail, Claim Forms, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	3	\$7.50
Opt Out Processing	\$2.50	1	\$2.80
Claim Processing	\$2.50	1	\$1.40
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$386.70

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members - W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation.			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$3.00	1	\$1.68
Postage	\$0.55	1	\$0.31
Process Returned Checks	\$0.50	0	\$0.00
Skip Trace Search Undeliverable Checks	\$5.00	0	\$0.03
Remail Checks	\$4.00	0	\$0.02
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	0	\$0.04
Reissuing W2s/1099s	\$5.00	0	\$0.04
Disbursement Agent	\$75.00	1	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,442.13



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Class Action Settlement Administration

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Total Case Costs \$4,135.10

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

- 1. Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
- 2. Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
- 3. Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
- 4. Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 5. Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- 6. Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
- 7. Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
- 8. Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
- 9. Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
- 10. Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
- 11. Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
- 12. Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
- 13. Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
- 14. Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
- 15. Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
- 16. Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 17. Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning