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

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

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

Plaintiffs,

v.

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

Defendants.

Case No. CGC-19-577753

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

**Date:** June 16, 2021

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

**Dept.:** 304

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

1 I, Yosef Peretz, hereby declare and state:

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

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

6 3. Pursuant to the Court’s tentative ruling, the parties amended the class action settlement  
7 and notice to the class. A true and correct copy of the amended class action settlement is attached  
8 hereto as **Exhibit 1**. To aid the Court’s review, a true and correct version which tracks the changes  
from the original to the amended settlement agreement is attached hereto as **Exhibit 2**.

9 4. A true and correct copy of the amended notice to class members is attached hereto as  
10 **Exhibit 3**, and a true and correct tracked changes version is attached hereto as **Exhibit 4**.

11 5. A true and correct copy of a policy document produced by Defendant EWALD &  
12 WASSERMAN RESEARCH CONSULTANTS, LLC (“E&W”) in this action is attached hereto  
13 as **Exhibit 5**. Although this document is bates stamped privileged and confidential, Plaintiffs  
14 obtained permission from Defendants to attach this document to this filing.

15 6. The limited number of time records produced by Defendants for the Named Plaintiffs  
16 indicate many days in which they reported over 5 hours of work without taking a meal break.  
17 These records alone serve as undisputable proof for the 1-hour wage-penalties for all of those  
days.

18 7. It is also Plaintiffs’ contention that E&W manipulates its timekeeping records to reflect  
19 that its employees worked less time than they actually did, taking away several hours of work  
20 from each employee in each pay period. Even the limited time records produced by Defendants  
21 before mediation show a massive number of post-hoc changes highlighted in red. Over one three-  
22 week period, Named Plaintiff ADRIANA HAYTER (“Hayter”)’s time records show that the “in”  
and “out” time was edited *every single day*.

23 8. Proposed class counsel — my firm Peretz & Associates — has extensive experience  
24 litigating complex class actions, including wage and hour class cases, and employment and labor  
25 actions. True and correct copies of class action settlement final approval orders achieved by me  
26 and my firm is attached hereto as **Exhibit 6**.

27 9. The proposed settlement in this case was reached at the end of a full-day judicial mediation  
28 with Judge Mary E. Wiss of this Court. Judge Wiss’s finding that the settlement was in the best

interests of all parties should be given even further additional weight that the consideration is fair and free of self-dealing.

10. Plaintiffs' counsel performed a substantial damages analysis based on the documents produced by Defendants. A true and correct copy of an Excel table summarizing this damages analysis and listing the assumptions made is attached hereto as **Exhibit 7**.

11. However, the amount of consideration in the settlement was ultimately determined by Defendants' financial condition and limited ability to pay. E&W is a small business, and like many businesses, suffered substantial financial setbacks due to the ongoing COVID-19 pandemic. Defendants' ability to pay has been a significant obstacle and topic of discussion throughout the litigation of this case. In fact, Plaintiffs' counsel were informed that the individual defendants Ewald and Wasserman arranged to take out loans in order to fund the class settlement.

12. Through tough negotiations that lasted many months, Plaintiffs pushed Defendants to provide as much monetary relief as possible to the putative class — even to the point of taking out loans to fund the recovery.

13. On average, Class Members will receive approximately \$1,300, which will vary by length of employment, while also avoiding the risks, time, and expense of litigation in this case. The Class consists of approximately 56 Class employees. All of these employees are wage earning employees who will receive upfront cash payments. This is significant for employees who work low wage positions.

14. Settling this action at this time would allow the Class to recoup a significant amount of the allegedly unpaid wages from Defendants while also ensuring that Defendants still have some assets left through which to settle this action. By contrast, continuing to litigate would likely result in ever-diminishing assets from which Defendants could settle. For this reason, it is clearly in the best interest of putative class members to settle their claims now.

15. Under the most optimistic assumptions, Plaintiffs' counsel estimated Defendants' total possible liability at \$631,996, with another \$30,075 in PAGA penalties.

16. The core allegation of this lawsuit is Defendants' manipulation of their employees' time cards, and denial of meal and rest breaks. To date, Defendants have only produced time records for the Named Plaintiffs. These time records show a large number of post-hoc changes marked in red, but they do not include the original time stamp or indicate the amount of time for each change.

1 17. Even taking these time records at face value, they confirm Plaintiffs' allegations that  
2 Defendants routinely denied their employees meal periods for shifts lasting longer than five hours.  
3 Plaintiffs performed an analysis on the entire time records for each Named Plaintiff, identifying  
4 the total number of days' works, total number of days worked more than five hours, and the total  
5 number of breaks that were 30 minutes or longer. This analysis reveals that Named Plaintiffs  
6 worked five or more hours on approximately 60% of their shifts. For each five-hour shift  
7 performed by Named Plaintiffs, ***only about 12% include a corresponding meal break.*** This  
8 number is clearly conservative, as Hayter and other Named Plaintiffs were able to identify specific  
post-hoc changes indicating a meal break *when none was taken*.

9 18. Applying these ratios across the class, Plaintiffs were able to calculate the number of  
10 missed meal periods for each class member using the data provided by Defendants. The number  
11 of missed meal periods is then multiplied by that class members' hourly pay rate to obtain  
12 damages for missed meal periods. [See Exhibit 7.]

13 19. Plaintiffs used the same methodology to calculate damages for missed rest periods. If class  
14 members worked over five hours, they would be entitled to a rest period as well. Again, this  
15 calculation is conservative, because it is based upon shifts of five or more hours, while employees  
16 are actually entitled to rest periods for shifts of four hours, or a significant part thereof. [See  
Exhibit 7.]

17 20. Finally, Defendants' policy permits its employees to accrue up to 72 hours of paid sick  
18 leave, which was denied to Plaintiffs. Thus, Plaintiffs simply multiplied each class members' pay  
19 rate by 72 hours to calculate this portion of damages. [See Exhibit 7.]

20 21. Plaintiffs' counsel is able to calculate the penalties for itemized wage statements precisely  
21 for the 56 class members, based on start and end dates for each.

22 22. Waiting time penalties are derived from a daily wage rate, for a maximum of 30 days after  
23 employment. Each of the 46 former employees in the class reached this 30-day maximum based  
upon Defendants' data.

24 23. The PAGA penalties can be calculated with fair precision because Defendants provided  
25 documentation showing that the total number of class weeks is 1958. The putative class was paid  
26 every two weeks, so the total number of class pay periods is 979 (1958/2). Based on the Named  
27 Plaintiffs' time records, Plaintiffs believe that 25% of class pay periods have PAGA violations.  
28 Thus, the total number of pay period violations is 244.75 (979/4). The initial pay period violations



are 56 (number of class members) \* \$200 = \$11,200. The subsequent pay period violations is 923 (number of subsequent pay period violations [(244.75-56) \* \$100 = 18,875. Adding these amounts together, the total potential amount for PAGA violations is **\$30,075**.

24. While Plaintiffs believe that the amounts received by class members will be highly beneficial, particularly to low-income wage earners during a historic pandemic, the allocation of damages and PAGA penalties was made in order to maximize the recovery despite Defendants' inability to pay.

25. The distribution plan apportioning settlement proceeds based on the number of workweeks per class member is the most suitable for this case, and there is no fair and practicable alternative based on the available evidence. Through informal discovery, Defendants provided Plaintiffs' counsel with a class list that included start and end dates for every putative class member. Using that list, Plaintiffs could precisely calculate the number of workweeks during the relevant time period for each class member. The available evidence also shows that the violations were consistent across the class membership.

26. By contrast, there is *no evidence* that telephone interviewers were treated differently with respect to taking meal breaks or missing time on their time cards.

27. Plaintiffs complied with Labor Code § 2699(l)(2) by submitting the proposed PAGA settlement to the LWDA via the agency's website on June 8, 2021. A true and correct copy of the printout showing that submission is attached hereto as **Exhibit 8**.

28. Plaintiffs anticipate that the proposed notice plan will be as effective as possible under the circumstances, as it includes multiple steps and methods of contacting putative class members. First, Defendants will provide Simpluris, Inc. ("Simpluris"), an experienced claims administrator, with the class data including name, social security number, and multiple methods of contact including: last-known physical address and email address. Both methods of contact are already known to be available for the entire putative class, because it was previously provided by Defendants through informal discovery. Simpluris will send out the approved notice using both email and physical address for all class members. Before the initial mailing, Simpluris will also run a National Change of Address database search to update mailing addresses where needed. In the event that a class member fails to return a claim form or returns an incomplete form, Simpluris will contact the class member again to provide the information.

29. Plaintiffs' counsel will host a settlement page on my firm's website.

1 30. Defendants have indicated that all putative class members are proficient in English, which  
2 is a requirement for their position as telephone interviewers.

3 31. The parties decided to allocate the settlement payments as 1/3 W-2 wages, 1/3 interest and  
4 1/3 penalties based on counsel's reasonable assessment of the types of claims at issue in this case.  
5 The claims seek various relief, including wages, penalties and interest, so the parties believe it is  
6 fair to allocate the fund evenly across these three groups. In Plaintiffs' counsel's experience, this  
7 type of allocation is common in wage and hour class action litigation.

8 32. The parties have clarified the agreement to indicate that Plaintiffs' counsel will seek no  
9 more than \$52,000 total in attorneys' fees and costs. Class Counsel's costs are approximately  
10 \$6,000 and will continue to increase, so the portion of the Gross Settlement Amount apportioned  
11 to attorneys' fees would be approximately 30%.

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

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16 Yosef Peretz  
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# **EXHIBIT 1**

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

10 YOSEF PERETZ, SBN 209288  
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11 SHANE HOWARTER, SBN 311970  
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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 AMENDED AND  
RESTATED CLASS ACTION AND PAGA  
SETTLEMENT**

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

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

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

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

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

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

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

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

hereinafter collectively referred to as the “Action”;

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

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

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

#### **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

13 10. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to  
14 Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in Exhibit  
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 in a second round of checks to all Eligible Class Members who  
11 cashed their initial check. The second round of payment will take the total unclaimed funds and  
12 pro-rate the amount to each Eligible Class Member who cashed their initial check by number of  
13 Eligible Work Weeks, in the same method as the first round so long as the check is no less than  
14 \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed  
15 upon *cy-pres* organization which supports “projects that will benefit the class or similarly situated  
16 persons, or that promote the law consistent with the objectives and purposes of the underlying  
17 cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal  
18 services to the indigent” pursuant to Cal. Code. Civ. Proc. § 384. The unclaimed funds shall not  
19 revert back to the Defendants. As to the Plaintiffs, the amount of their Eligible Class Member  
20 Shares is in addition to any Court-approved Named Plaintiffs Enhancements.

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

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

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

1 Class Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the  
27 Effective Date, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to  
28 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the

California Civil Code, or any other similar provision under federal or state law, which provides:

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

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

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

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

43. Void Ab Initio. "Void Ab Initio" shall mean a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such circumstance will be deemed to exist only if any of the following having occurred: (a) the Court has so ordered; (b) any of the Parties has materially breached this Agreement and either such breach cannot be cured, or after reasonable notice to the breaching

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

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

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

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

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

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

28 3. Confidentiality and Class Member Communications. Until Class Counsel files a



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

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

1 cooperation necessary to obtain Preliminary Approval from the Court.

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

9 6. Class Administration Procedures – Notice to Class.

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

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

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

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

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

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

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

entitled sections of the joint response. The Parties may attach evidence to the joint response, which shall not count toward the page limit. If the volume of documents purporting to be Class Member Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member Objections (or should the Parties receive them less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may file a further such joint response at any time prior to the Final Approval Hearing, but in any event not later than ten (10) days after receiving such untimely documents.

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

(d) *Disputes Concerning Class Member Status:* Should any person who does

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

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

1 Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Class  
2 Administrator and Class Counsel with their proposed determination, and the factual basis therefor,  
3 and any supporting documentation. The Class Administrator shall then determine the Class  
4 Member's number of Class Member Workweeks, and its determinations shall control.

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

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

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

20 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's  
21 receipt of the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen  
22 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon  
23 Defendant and the Class Administrator a motion for Final Approval, and shall include the Class  
24 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the  
25 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen  
26 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts  
27 to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel  
28 is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will

1 not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency  
2 relief from the Court in the form of shortening of the time for filing and serving the Motion for  
3 Final Approval, or re-scheduling of the Final Approval Hearing. Defendants shall cooperate in the  
4 seeking and obtaining of such relief.

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

11 11. Enforcement. This Agreement is enforceable pursuant to California Rule of Court  
12 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the  
13 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,  
14 attorney's fees in connection with collection efforts or enforcement of the confidentiality  
15 provisions of this Agreement; provided however, that the aggrieved Party shall be required to give  
16 notice to the opposing Party and meet and confer regarding the alleged breach before filing any  
17 motion, or application for enforcement of, this Agreement. This provision applies only to the  
18 signatories of this Agreement, and does not apply generally to Class Members.

19 12. Taxation and Withholding; Settlement Checks.

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

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

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

28 (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall



1 be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or  
2 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
3 Eligible Class Members.

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

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

28 14. Cooperation and Reasonable Modifications. The Parties and their respective

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

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

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

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

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

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

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

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

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

Respectfully submitted,

Dated: June 9, 2021

FISHER & PHILLIPS LLP

By:

DocuSigned by:

*Nathan Low*

COLLIN D. COOK

NATHAN K. LOW

BRANDON K. KAHOSH

Attorneys for Defendants

EWALD AND WASSERMAN RESEARCH

CONSULTANTS, LLC, LISA WASSERMAN, and

KATRIN EWALD

Dated: June 9, 2021

PERETZ & ASSOCIATES

By:

YOSEF PERETZ

SHANE HOWARTER

Attorneys for Plaintiffs

ADRIANA HAYTER, LARINE SHIELDS, and

TAYLOR EVANS

**PLAINTIFF**

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

Plaintiff Adriana Hayter

**PLAINTIFF**

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

Plaintiff Larine Shields

**PLAINTIFF**

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

Plaintiff Taylor Evans

25

JOINT STIPULATION OF AMENDED AND RESTATED CLASS ACTION AND PAGA SETTLEMENT

FP 39752966.2

FP 40746241.1

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

Respectfully submitted,

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

By: \_\_\_\_\_

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

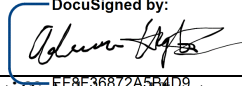
Dated: \_\_\_\_\_, 2021 PERETZ & ASSOCIATES

By: \_\_\_\_\_

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

**PLAINTIFF**

Dated: 6/8/2021 \_\_\_\_\_

DocuSigned by:  
  
Plaintiff Adriana Hayter

**PLAINTIFF**

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

Plaintiff Larine Shields

**PLAINTIFF**

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

Plaintiff Taylor Evans  
25

JOINT STIPULATION OF AMENDED AND RESTATED CLASS ACTION AND PAGA SETTLEMENT

FP 39752966.2

FP 40746241.1

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

Respectfully submitted,

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

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

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

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

**PLAINTIFF**

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

**PLAINTIFF**

Dated: 6/8/2021  
Plaintiff Larine Shields

**PLAINTIFF**

Dated: \_\_\_\_\_  
Plaintiff Taylor Evans

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

Respectfully submitted,

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

**PLAINTIFF**

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

\_\_\_\_\_  
Plaintiff Adriana Hayter

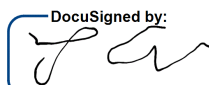
**PLAINTIFF**

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

\_\_\_\_\_  
Plaintiff Larine Shields

**PLAINTIFF**

Dated: 6/8/2021 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
Plaintiff Taylor Evans

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

Dated: 6/9/2021

DocuSigned by:  
*Katrin Ewald*

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Katrin Ewald

Please Print Name of Authorized Signatory

**DEFENDANT**

Dated: 6/9/2021

DocuSigned by:  
*Lisa Wasserman*

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Defendant Lisa Wasserman

**DEFENDANT**

Dated: 6/9/2021

DocuSigned by:  
*Katrin Ewald*

1F55CB4000CF4B9...

Defendant Katrin Ewald



## **EXHIBIT 2**

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

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

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

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

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

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

22 Plaintiffs,

23 v.

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

27 Defendants.  
28

Case No.: CGC-19-577753

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

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

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

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

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

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

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

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

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

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

hereinafter collectively referred to as the “Action”;

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

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

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

#### **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Judgement;

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

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

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

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

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

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

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



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

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

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

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

28 23. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week

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

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

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

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

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

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

29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA pursuant to the Joint Stipulation, which shall be ~~One~~Three Thousand United States Dollars (\$~~13~~3,000). This amount shall be deemed to be seventy-five percent (75%) of an overall amount of ~~Seven~~Two Thousand Two Hundred Fifty United States Dollars (\$~~7502.250~~2,250.00) of the Gross Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of such allocation, ~~Two~~Seven Hundred Fifty United States Dollars (\$~~250750~~750) shall be deemed part of the Net Settlement ~~Fund~~Amount and shall be accordingly distributed to ~~the Eligible Class Members as a proportionate part of their Eligible~~each Class Member ~~Shares, regardless of whether they opt-~~out of being an Eligible Class Member, as consideration for release of the PAGA claims, proportionate to their number of Eligible Class Member Workweeks. Payment to Class Members from the LWDA Fund shall be made through the same method described in Paragraph 21.

30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of Two Hundred Fifty United States Dollars (\$250) referenced in Section 1.29 above.

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

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

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

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

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

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

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

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

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

1 Settlement Payment Amount.

2       40. Released Claims. The term “Released Claims”, as applied to releases by Eligible  
3 Class Members, shall mean “any and all facts and claims asserted in the Action or any other  
4 claims, demands, obligations, actions, causes of action, liabilities, debts, promises,  
5 agreements, attorneys’ fees, losses or expense, known or unknown, suspected or unsuspected,  
6 filed or unfiled, that they may have or had had arising out of any known or unknown fact,  
7 condition or incident occurring prior to the ~~date of this Settlement, including but not limited~~  
8 ~~to any claims~~ Effective Date that could have been asserted based on the facts alleged in the  
9 Action, including but not limited to any and all claims for PAGA penalties, for paid sick leave  
10 under California Labor Code § 246, for interference with employee use of paid sick leave  
11 under California Labor Code § 246.5, for failure to provide paid sick leave in violation of San  
12 Francisco Administrative Code, Chapter 12W, 12W.3, 12W.4, 12W.7, for intentional  
13 misrepresentation, for fraud, for fraud by concealment, for violations of California Business  
14 & Professions Code §§ 17200, *et seq.*, for violations of the California Labor Code governing:  
15 meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and  
16 double time wages; unpaid reimbursements; wage statement violations and separation pay  
17 violations, including but not limited to violations of Labor Code §§ 200, 201, 202, 203, 204,  
18 218, 218.5, 218.6, 226, 226.3, 226.7, 246, 246.5, 248.5, 351, 450, 500, 510, 512, 558, 1174,  
19 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, 8 Cal. Code of Regulations § 11050 and  
20 IWC Wage Order 4-2001, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12.” Regardless of whether  
21 Class Members opt-out of the Class Settlement, this Settlement shall release all PAGA claims as  
22 alleged on behalf of all Class Members.

23       The term “Released Claims” or “General Release,” as applied to the Named Plaintiffs, shall  
24 refer to the Named Plaintiffs’ additional general release of all claims, known or unknown as  
25 follows: Named Plaintiffs release Defendants, the Released Parties, and each of their respective  
26 subsidiaries, affiliates, predecessors or successors in interest, officers, directors, owners,  
27 managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of  
28 them, from all claims, demands, rights, liabilities and causes of action of every nature and

1 description whatsoever, known or unknown, asserted or that might have been asserted, whether in  
2 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,  
3 relating to, or in connection with any act or omission by or on the part of any Defendant.

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

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

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

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

26 42. Settlement Payment Amount. "Settlement Payment Amount" means the Gross  
27 Settlement Amount, consisting of several elements including, without limitation: Eligible Class  
28 Member Shares, Class Administration Costs, the Named Plaintiff Enhancements, the LWDA  
Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members'  
portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to

1 government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

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

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

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

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

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

24 2. Contentions and Defenses: Compromise. The Parties have determined that this  
25 Settlement represents a fair and reasonable compromise of disputed claims for wages and other  
26 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties  
27 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named  
28 Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to

1 which they or the Class would be entitled if the Actions were to be further litigated. Defendants  
2 do not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class  
3 would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendants admit to any  
4 unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action  
5 and seek all available forms of relief should this Settlement not be given effect.

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

1 Administrator and to provide such Class Members with contact information for the Class  
2 Administrator.

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

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

15 6. Class Administration Procedures – Notice to Class.

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

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

28 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator



1 shall have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to  
2 perform one “skip trace” or similar search and to re-mail the same Notice Packet (or a true and  
3 correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S.  
4 Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class  
5 Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out  
6 Request.

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

13 //

14 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,  
15 and Disputes Concerning Class Member Status and Number of Class Member  
16 Work Weeks

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

26 (b) *Class Member Objections – Responses:* Upon receipt of any documents  
27 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such  
28 documents to Class Counsel and Defendants’ Counsel by e-mail and United States Mail. Following

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

17 (c) *Opt-Out Requests*: Any member of the Settlement Class who wishes to  
18 make an Opt-Out Request must deliver written notice (to include the relevant Class Member's  
19 name, address, telephone number, and signature) to such effect to the Class Administrator, with  
20 such notice being received by the Class Administrator within ~~forty-five (45)~~sixty (60) days of  
21 mailing of the Notice Packets to the Class Members. A signature by the relevant Class Member's  
22 authorized representative, such as an attorney, is sufficient. Such written notice shall set forth a  
23 statement to the effect that the Class Member does not wish to be part of, to be bound by, and/or  
24 to receive funds pursuant to the Settlement. Timely Opt-Out Requests will not be rejected for  
25 technical reasons or deficiencies. The Class Administrator shall give Class Counsel and  
26 Defendant's Counsel no less than weekly notice of the number of Class Members who have  
27 submitted Opt-Out Requests, as well as copies of any such Opt-Out Requests upon request. Should  
28 any of the Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests,

1 they shall notify the Class Administrator and all other Parties via e-mail and U.S. Mail within ten  
2 (10) days of receiving such documents, and in so doing they shall state the factual and legal basis  
3 for such dispute. Prior to the deadline for submitting its declaration described in Section II.8 below,  
4 the Class Administrator shall make a determination as to the validity of the disputed Opt-Out  
5 Requests, and shall set forth its determinations in such declaration. The Class Administrator's  
6 decisions in such regard shall be final and binding.

7 (d) *Disputes Concerning Class Member Status:* Should any person who does  
8 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class  
9 Member, such person shall notify the Class Administrator, no later than ~~forty-five (45)~~sixty (60)  
10 days after the Class Administrator's mailing of the Class Notice Packets. The Class Administrator  
11 shall forthwith send any such documents to Class Counsel and Defendants' Counsel via email  
12 and/or United States Mail. Upon receipt of such notice, Defendants shall investigate the matter,  
13 including with reference to their business records, and shall determine whether the person is a  
14 Class Member. Then, within ten (10) days of receipt of such notice, Defendants shall notify the  
15 Class Administrator and Class Counsel as to its determination of the person's status as a Class  
16 Member. Defendants' determination in such regard shall control. If the person is determined to be  
17 a Class Member, the Class Administrator shall mail that person a Notice Packet, whereupon the  
18 same procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes  
19 Concerning Work Weeks set forth in this Agreement shall apply to such person.

20 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent  
21 to each Class Member shall separately set forth that person's estimated number of Class Member  
22 Work Weeks, which will be calculated based Defendants' records. If for any reason a Class  
23 Member disagrees with such estimate, such Class Member shall deliver written notice to such  
24 effect to the Class Administrator, with such notice being received by the Class Administrator  
25 within ~~forty-five (45)~~sixty (60) days of mailing of the Notice Packets to the Class Members. Such  
26 notice shall set forth the Class Member's basis for such disagreement, including any and all  
27 documents supporting such basis. Upon receipt of such notices, the Class Administrator shall  
28 forthwith send it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail.

1 Defendant shall investigate the matter, including by examining its business records, and shall,  
2 within ten (10) days of receiving notice, inform Class Counsel and the Class Administrator as to  
3 its determination regarding the Class Member's number of Class Member Work Weeks. In the  
4 event that the Class Member does not provide any supportive documentation, Defendants'  
5 determination shall control. In the event that the Class Member does provide supportive  
6 documentation, Defendants shall, within the same ten (10) day period, either notify the Class  
7 Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding  
8 his or her number of Class Member Work Weeks, or shall notify them that they dispute such  
9 assertions, and shall provide the Class Administrator and Class Counsel with their proposed  
10 determination, and the factual basis therefor, and any supporting documentation. The Class  
11 Administrator shall then determine the Class Member's number of Class Member Workweeks,  
12 and its determinations shall control.

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

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

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

28 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's  
19

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

13 10. Release. The Settlement includes a release of Released Claims against the Released  
14 Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the Effective Date,  
15 to have provided and to be subject to the release of Released Claims against the Released Parties  
16 set forth in herein. Named Plaintiffs additionally agree that as of the Effective Date, each of them  
17 will be deemed to have provided and to be subject to the General Release in favor of the Released  
18 Parties set forth herein.

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

27 12. Taxation and Withholding; Settlement Checks.

28 (a) Allocation. The Parties agree that Thirty-Three and 1/3 Percent (33.33)% of  
20

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

19 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that  
20 (1) no provision of this Agreement, and no written communication or disclosure between or among  
21 the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any  
22 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
23 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party  
24 (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice  
25 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement  
26 based upon the recommendation of any other Party or any Counsel or advisor to any other Party,  
27 and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or  
28 advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no

1 attorney or advisor to any other Party has imposed any limitation that protects the confidentiality  
2 of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally  
3 binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction,  
4 including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendants  
5 or their Counsel will provide tax or financial advice, and Class Members are advised to seek  
6 independent professional advice as to the tax or financial consequences of any payment they  
7 receive, or may receive, as Class Members.

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

12 (d) *Non-Negotiated Instruments of Payment.* The expiration date of any  
13 instruments of payment issued by the Class Administrator to Eligible Class Members will be one  
14 hundred eighty (180) days from the date such instruments are issued and sent. ~~The monies of any~~  
15 ~~such instruments of payment that are not negotiated by Eligible Class Members within one hundred~~  
16 ~~eighty (180) calendar days of the date of mailing of the instruments of payment~~

17 ~~shall be paid to mutually agreed upon cy pres organization which supports~~  
18 ~~"projects that will benefit the class or similarly situated persons, or that promote the law consistent~~  
19 ~~with the objectives and purposes of the underlying cause of action, to child advocacy programs, or~~  
20 ~~to nonprofit organizations providing civil legal services to the indigent" pursuant to Cal. Code~~  
21 ~~Civ. Proc. § 384.~~

22 13. Defendants' Payment of the Settlement Payment Amount. Upon the Effective Date,  
23 the Class Administrator shall forthwith establish all financial accounts necessary to establish the  
24 Qualified Settlement Fund, and shall promptly notify Defendants' Counsel and Class Counsel by  
25 email that such accounts have been established and of the payment details necessary to fund the  
26 Qualified Settlement Fund. The Class Administrator shall also advise Defendants as to any  
27 amounts Defendants will be required to pay for their respective portions of any payroll taxes,  
28 deductions, contributions and other amounts required to be paid to government agencies and/or

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

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

26 15. Warranty of Authority. The undersigned each represent and warrant that each has  
27 authority to enter into this Settlement, and that by doing so they are not in breach or violation of  
28 any agreement with any third parties. The Parties further agree that the Actions shall be stayed in



all respects until the final payment called for by this Settlement is made pending the occurrence or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

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

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

#  
#

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

Telephone: (415) 490-9000  
Facsimile: (415) 490-9001

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

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

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

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

Respectfully submitted,

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

2 By: \_\_\_\_\_  
3 COLLIN D. COOK  
4 NATHAN K. LOW  
5 BRANDON K. KAHOSH  
6 Attorneys for Defendants  
7 EWALD AND WASSERMAN RESEARCH  
8 CONSULTANTS, LLC, LISA WASSERMAN, and  
9 KATRIN EWALD

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

8 By: \_\_\_\_\_  
9 YOSEF PERETZ  
10 SHANE HOWARTER  
11 Attorneys for Plaintiffs  
12 ADRIANA HAYTER, LARINE SHIELDS, and  
13 TAYLOR EVANS

14 **PLAINTIFF**

14 Dated: \_\_\_\_\_  
15 Plaintiff Adriana Hayter

16 **PLAINTIFF**

17 Dated: \_\_\_\_\_  
18 Plaintiff Larine Shields

19 **PLAINTIFF**

20 Dated: \_\_\_\_\_  
21 Plaintiff Taylor Evans

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

24 Dated: \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 Please Print Name of Authorized Signatory

28 **DEFENDANT**

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

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

**DEFENDANT**

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

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

# **EXHIBIT 3**

**NOTICE OF CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT**

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

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

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

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

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

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a Class Member Settlement Payment check mailed to you based on the total number of workweeks that you personally were employed by Ewald & Wasserman Research Consultants, LLC as a Part-Time Telephone Interviewer, or another similar position, classified as an hourly non-exempt employee in California during the Class Period. You will release all of the Released Claims, and you will give up your right to pursue the Released Claims.

	<p>The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.</p> <p>The time period for the Released Claims runs from the start of the Class Period until the Effective Date as defined in the Settlement, which is essentially upon final approval of the Settlement by the Court, including any appeals.</p> <p>You can read more about how your settlement payment will be calculated by going to <a href="#">[insert settlement website]</a> and viewing the Proposed Settlement Agreement in its entirety.</p>
<b>OPT OUT</b>	<p>If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class. If the Court grants final approval of the Settlement, you will not receive a Class Member Settlement Payment. You may still receive a settlement check for release of PAGA claims against the Released Parties, including Defendants, for any of the Released Claims as defined in the Settlement Agreement accessible at <a href="#">[insert settlement website]</a>.</p>
<b>OBJECT</b>	<p>You may send an objection to the Claims Administrator to the Proposed Settlement. If you would like to object, you may not opt out of this Settlement. If the Court approves the Settlement, then objectors will receive a share of the Settlement and will be bound by the release, just as though they had done nothing.</p>
<b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b>	<p><b>This Notice contains the number of workweeks that Defendants' records reflect that you worked as a Class Member in California between August 1, 2015 and <a href="#">[Insert Date of Preliminary Approval]</a>. If you disagree with these workweeks, you may file a written dispute with the Settlement Administrator.</b></p> <p>If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will</p>

	still be able to participate in the settlement.
<b>UPDATE YOUR EMAIL ADDRESS</b>	Should you need to update your e-mail address on file, contact the Claims Administrator.

## WHAT INFORMATION IS IN THIS NOTICE

1. What Is This Case About? .....	Page 3
2. Why Have I Received This Notice?.....	Page 3
3. How Do I Opt Out or Exclude Myself From This Settlement? .....	Page 4
4. How Do I Object to the Settlement? .....	Page 4
5. How Much Money Can I Expect to Receive From This Settlement?.....	Page 5
6. How Will the Attorneys for the Class and the Class Representative Be Paid? .....	Page 6
7. How Can I Get More Information?.....	Page 6

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

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

The various wage claims that Plaintiffs alleged include purported failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest periods, failure to provide sick leave, and related claims including penalties under the California Labor Code. To read the pleadings in this case, and for a full list of claims, visit: <https://www.sfsuperiorcourt.org/online-services> and look up this case using the case number or parties’ names in the paragraph above.

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

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. To that end, there has been no finding or determination of wrongdoing against Defendants.

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

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

### **3. *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].

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

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

### **4. *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 (or signature of your authorized representative); and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who 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 approves the settlement, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

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

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. Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

In addition to Individual Settlement Payments for Class Members, Plaintiffs are requesting the following disbursements from the Gross Settlement Amount: (1) \$4,000 to each of the three Plaintiffs for acting as Class Representatives, (2) payment to the Attorneys for the Class and Class Representatives in an amount to be determined by the Court but not to exceed \$52,000 for fees and costs, (3) payment to the Class Administrator not to exceed \$5,000, and (4) \$2,250 to the California Labor and Workforce Development Agency for PAGA penalties. If the Court approves all of the requested disbursements, the Net Settlement Amount would be approximately \$73,000.

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

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 may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit *cy pres* recipient.

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

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

**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 **[insert settlement website]** to view the full Settlement Agreement.

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. Additionally, the Court's docket is freely available at <https://www.sfsuperiorcourt.org/online-services>.

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

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

# **EXHIBIT 4**

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

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

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected by whether you act or don't act, so read this notice carefully.*

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

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

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

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

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

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

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

#### **DO NOTHING**

If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a Class Member Settlement Payment check mailed to you based on the total number of workweeks that you personally were employed by Ewald & Wasserman Research Consultants, LLC as a Part-Time Telephone Interviewer, or another similar position, classified as an hourly non-exempt employee in California during the Class

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

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	<p><u>Period. You will release all of the Released Claims, and you will give up your right to pursue the Released Claims. The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.</u></p> <p><u>The time period for the Released Claims runs from the start of the Class Period until the Effective Date as defined in the Settlement, which is essentially upon final approval of the Settlement by the Court, including any appeals.</u></p> <p><u>You can read more about how your settlement payment will be calculated by going to [insert settlement website] and viewing the Proposed Settlement Agreement in its entirety.</u></p>
<b><u>OPT OUT</u></b>	<p><u>If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class. If the Court grants final approval of the Settlement, you will not receive a Class Member Settlement Payment. You may still receive a settlement check for release of PAGA claims against the Released Parties, including Defendants, for any of the Released Claims as defined in the Settlement Agreement accessible at [insert settlement website].</u></p>
<b><u>OBJECT</u></b>	<p><u>You may send an objection to the Claims Administrator to the Proposed Settlement. If you would like to object, you may not opt out of this Settlement. If the Court approves the Settlement, then objectors will receive a share of the Settlement and will be bound by the release, just as though they had done nothing.</u></p>
<b><u>DISPUTE THE NUMBER OF WEEKS YOU WORKED</u></b>	<p><u>This Notice contains the number of workweeks that Defendants' records reflect that you worked as a Class Member in California between August 1, 2015 and [Insert Date of Preliminary Approval]. If you disagree with these workweeks, you may file a written dispute with the Settlement Administrator.</u></p> <p><u>If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and</u></p>

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

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	<u>Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will still be able to participate in the settlement.</u>
<u>UPDATE YOUR EMAIL ADDRESS</u>	<u>Should you need to update your e-mail address on file, contact the Claims Administrator.</u>

WHAT INFORMATION IS IN THIS NOTICE

1. What Is This Case About? ..... Page 3

~~2. 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~~

~~6.3~~How Do I Opt Out or Exclude Myself From This Settlement? .....Page 4

~~7.4~~How Do I Object to the Settlement? .....Page 4

~~8. How Does This Settlement Affect My Rights?~~ .....Page ~~5~~

~~9.5~~How Much Money Can I Expect to Receive From This Settlement?.....Page ~~6~~

~~10.6~~.....H

ow Will the Attorneys for the Class and the Class Representative Be Paid? .....Page ~~7~~

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7. How Can I Get More Information?.....Page 6

1. ~~Why Have I Received~~What Is This Notice Case About?

~~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.~~

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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 Mascullo, located at 400 McAllister Street, San Francisco, California 94102, Department 304.

## 2. What Is This Case About?

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

The various wage claims that Plaintiffs alleged include purported failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest periods, failure to provide sick leave, and related claims including penalties under the California Labor Code. To read the pleadings in this case, and for a full list of claims, visit: https://www.sfsuperiorcourt.org/online-services and look up this case using the case number or parties’ names in the paragraph above.

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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. To that end, there has been no finding or determination of wrongdoing against Defendants.

## 3. What Are My Options? 2. Why Have I Received This Notice?

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The Court has ordered the parties to this class and representative action to disseminate notice to the class to inform members of their options. Ewald & Wasserman Research Consultant, LLC’s records indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described in Section 3 below, from August 1, 2015, through [insert date] (the “Class Period”).

You are a Class Member if you are 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.

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♦ **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 ever were employed an hourly (non-exempt) employee of as a Part-Time Telephone Interviewer, or other another, similar positions, classified as an hourly non-exempt employee in

-4-

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



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. **position, 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.

- **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?

#### 3. 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].

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

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

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

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#### 54. How Do I Object ~~To~~ The Settlement?

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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; ~~(or signature of your authorized representative);~~ and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who 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~~ approves the ~~Notice of Objections~~ settlement, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

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#### 65. How Much Money ~~Will Can I Get~~ Expect to Receive From This Settlement?

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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 \_\_\_\_\_.~~ Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

In addition to Individual Settlement Payments for Class Members, Plaintiffs are requesting the following disbursements from the Gross Settlement Amount: (1) \$4,000 to each of the three Plaintiffs for acting as Class Representatives, (2) payment to the Attorneys for the Class and Class Representatives in an amount to be determined by the Court but not to exceed \$52,000 for fees and costs, (3) payment to the Class Administrator not to exceed \$5,000, and (4) \$2,250 to the California Labor and Workforce Development Agency for PAGA penalties. If the Court approves all of the requested disbursements, the Net Settlement Amount would be approximately \$73,000.

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

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

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~~ may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit cy pres recipient.

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

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

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~~ settlement. You may also visit \_\_\_\_\_ [insert settlement website] to view the full 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. Additionally, the Court’s docket is freely available at <https://www.sfsuperiorcourt.org/online-services>.

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

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

-7-  
Questions? Call the Claims Administrator toll free at [phone number]

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# **EXHIBIT 5**

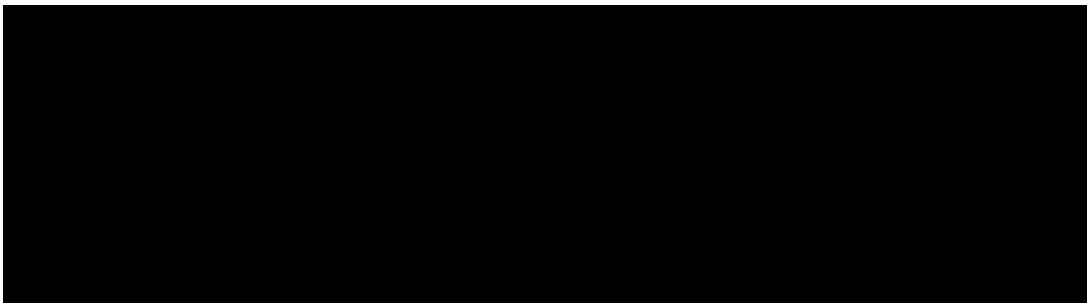
## E&W RESEARCH CONSULTANTS – GENERAL INFO

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

### **Our office address is:**

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

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



# **EXHIBIT 6**

**FILED**  
San Francisco County Superior Court

JUN 02 2009

GORDON PARK LI, Clerk  
BY: *[Signature]* Deputy Clerk

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AMIRA B. DAY (STATE BAR NO. 239045)  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
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Telephone: 415-773-5700  
Facsimile: 415-773-5759

**Attorneys for Defendant**

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

ROBERTO CASTRO, RAMSIS AL JAWI and  
RAMON MORELL, individually and on behalf  
of all other similarly situated,

Plaintiffs,

v.

WHITE CAP CONSTRUCTION SUPPLY,  
INC.; AND DOES 1 THROUGH 20,

Defendants.

CASE NO.: CGC-05-446144

Assigned for all purposes to the Honorable  
Marla J. Miller, Dept. 26

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT,  
ATTORNEYS' FEES AND COSTS,  
ENHANCEMENTS, AND  
ADMINISTRATOR'S FEE**

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT, ATTORNEYS'  
FEES AND COSTS, ENHANCEMENTS, AND  
ADMINISTRATOR'S FEE**

CASE NO.: CGC-05-446144

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Date: May 29, 2008  
Time: 3:00 PM  
Dep.: 26

On May 29, 2009, the Court heard the Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement, Attorneys' Fee and Costs, Enhancements, and Administrator's Fee ("Motion"), as set forth in the Stipulation and Settlement Agreement of Class Action Claims ("Stipulation"), in the above-captioned action. After reviewing the Motion, the Declaration of Tony Dang in Support of the Motion, the Declaration of Yosef Peretz in Support of the Motion, the Declaration of Sharon Vinick in Support of the Motion, the Declaration of Cary Kletter in Support of the Motion, and other papers filed herein, the Court hereby finds and orders as follows:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Stipulation, previously filed with this Court.

2. This Court has jurisdiction over the subject matter of this litigation and over all parties and Class Members in this litigation.

3. The Court finds that the distribution of the Notice of Pendency of Class Action, Proposed Settlement and Hearing, which was carried out pursuant to the Stipulation, constituted the best notice practicable under the circumstances and fully met the requirements of due process.

4. The Court finds that no Class Members have objected to the Settlement. no Class Members have requested exclusion from the Settlement. Approximately 73% of the Class Members have filed timely and valid claims. As of this date, 314 individuals have submitted claims, and will be paid approximately \$2,983,511 from the Total Maximum Amount. There are seven (7) disputed claims, and two (2) late claims which will be resolved by the Parties and Simpluris.

5. The Court finds that the Stipulation was the product of arm's length negotiations between experienced counsel. After considering Defendant's potential exposure, the likelihood of success on the class claims, the risk, expense, complexity and delay associated with



1 further litigation, the risk of maintaining class certification through trial, the experience and views  
2 of Plaintiffs' Counsel, and the reaction of the Class to the Settlement, as well as other relevant  
3 factors, the Court finds that the settlement, as set forth in the Stipulation, is fair, reasonable, and  
4 in the best interests of the Class, and hereby grants final approval of the settlement. The parties  
5 are ordered to carry out the settlement as provided in the Stipulation.

6           6.       The Court shall enter a judgment on the terms set forth in the Stipulation.  
7 The Court will retain jurisdiction for purposes of enforcing this Settlement, addressing settlement  
8 administration matters, and addressing such post-judgment matters as may be appropriate under  
9 court rules or applicable law.

10           7.       The Court also finds that the \$100,000 allocated to pay claims under  
11 California Labor Code §§2699, 2699.3 and 2699.5 (the "PAGA Payment") is reasonable. The  
12 Court approves a PAGA Payment in this amount. Furthermore, pursuant to Labor Code §  
13 2699(i), the Court approves the distribution of 75% of the PAGA Payment to the Labor  
14 Workforce Development Agency, and 25% of the PAGA Payment to the Class Members who  
15 have submitted valid claims.

16           8.       The Court shall award to Class Counsel attorneys' fees in the amount of  
17 \$1,650,000, which is equal to thirty percent (30%) of the Total Maximum Amount, and Costs in  
18 the amount of \$139,891.72.

19  
20 IT IS SO ORDERED.

21  
22 Dated: June 2, 2009

Marla Miller  
HONORABLE MARLA MILLER  
JUDGE OF THE SUPERIOR COURT

Yosef Peretz (SBN 209288)  
yperetz@peretzlaw.com  
Emily A. Knoles (SBN 241671)  
eknoles@peretzlaw.com  
PERETZ & ASSOCIATES  
22 Battery Street, Suite 200  
San Francisco, CA 94111  
Telephone: 415.732.3777  
Facsimile: 415.732.3791

**FILED**  
ALAMEDA COUNTY

SEP 14 2015

CLERK OF THE SUPERIOR COURT  
By *[Signature]* Deputy

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

LOURDES DEVERA; LUISA ESCUETA;  
GUAN JIE IU; CLYDIA PAYTON; CECILE  
CUARESMA; JORGE CUARESMA; MARILYN  
GARCIA; MA CHRISTINA CABATU; NINON  
ZEBALLOS; DALJIT DEOL; ILIN CHEN;  
VICKILYN GILBERT; and RHODORA  
NIERRAS, individually, on behalf of all  
similarly situated persons, on behalf of the  
California Labor and Workforce Development  
Agency, on behalf of the Labor Commissioner of  
California, and on behalf the State of California;  
and ROES 1-300,

Plaintiffs,

v.

EMPLOYEE EQUITY ADMINISTRATION,  
INC. d.b.a. WESTLINE MEDICAL  
MANAGEMENT, *et al.*

Defendants.

Case No. RG-11-559690

**ORDER GRANTING MOTION  
FOR FINAL APPROVAL AND  
JUDGMENT**

[Rule of Court 3.769]

Date: September 11, 2015

Time: 8:30 a.m.

Dep.: 21

Judge: Hon. Wynne S. Carvill

**Reservation # R-1662987**

On September 11, 2015, the Court heard Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs ("Motion"), as set forth in the

Joint Stipulation and Settlement Agreement Between Plaintiffs and Sol Defendants (“Settlement Agreement”), in the above-captioned action (the “Action”).

In accordance with the Preliminary Approval Order in the Action, dated May 7, 2015 (“Preliminary Approval Order”), the members of the classes in the Action (“Class Members”) have been given notice of the Settlement Agreement, the opportunity to object to or comment on the terms of the Settlement Agreement and the opportunity to submit a claim form by the AWS Class. After reviewing the Motion, the Declaration of Yosef Peretz in Support of the Motion, the Declaration of Shirley Ma in Support of the Motion, the Declaration of Jarrod Salinas in Support of the Motion, and other papers filed herein, the Court hereby GRANTS final approval of the Settlement Agreement; and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement previously filed with this Court.
2. This Court has jurisdiction over the subject matter of this litigation and over all parties and Class Members in this litigation.
3. Pursuant to this Court’s Preliminary Approval Order, the Settlement Administrator completed the distribution of the Class Notice Packets to the Class as previously approved by the Court. The Class Notice informed the Class Members of the Settlement terms, their rights to submit a Claim Form for the AWS Class, their rights to submit an Opt-Out form, their rights to comment on or object to the Settlement, and their rights to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement.
4. Adequate periods of time to respond and to act were provided by each of these procedures.
5. The Court finds that the distribution of the Notice of Pendency of Class Action, Proposed Settlement and Hearing, which was carried out pursuant to the Settlement Agreement, constituted the best notice practicable under the circumstances and fully met the requirements of due process.
6. The Court finds that the class definitions for PTO Class, AWS Class and Reimbursement Plaintiffs are properly set forth in the Settlement Agreement and that those definitions are sufficient for the purpose of California Rule of Court 3.765(a).
7. The Court finds that no Class Members have objected to the Settlement.

Only 1 Class Member has requested exclusion from the Settlement and that Class Member, Jose Ortiz, shall not take from the settlement fund. Of the 767 members of the PTO Class, 734 have unpaid PTO and are entitled to payment from the settlement fund and will be paid out approximately \$1,029,400. Of the 82 members of the AWS Class, 36 have submitted valid claims and will be paid out at a rate of \$30 per eligible week for a total of \$248,430. The 54 Reimbursement Plaintiffs will each take \$150 and a total of \$8,100.

8. The Court finds that the Settlement Agreement was the product of arm's length negotiations between experienced counsel. After considering Sol Defendants' potential exposure, the likelihood of success on the class claims, the risk, expense, complexity and delay associated with further litigation, the risk of maintaining class certification through trial, the experience and views of Plaintiffs' Counsel, and the reaction of the Class to the Settlement, as well as other relevant factors, the Court finds that the Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and in the best interests of the Class, and hereby grants final approval of the Settlement. The parties are ordered to carry out the Settlement as provided in the Settlement Agreement.

9. The Court also finds that the total of \$22,500 to be awarded to the Class Representatives under the Settlement Agreement is fair and reasonable. The Court grants final approval of, and orders the Class Representative Payments to be made in accordance with the Settlement Agreement.

10. The Court also finds that the amount of \$66,570 shall be used by Simpluris solely for payment of the amounts set forth in paragraph 16(c) of the Settlement Agreement, and any remainder of this amount shall revert to Sol Defendants pursuant to paragraph 15.b.B.iii of the Settlement Agreement. Should this amount not be sufficient, then pursuant to paragraph 16(c) of the Settlement Agreement Sol Defendants shall provide the Claims Administrator up to \$25,000 to pay such excess amounts, it being understood and agreed that the Sol Defendants shall in no event be responsible to pay any amounts in excess of \$25,000.

11. The Court also finds that the \$25,000 designated for Simpluris as the Settlement Administrator is fair and reasonable. The Court grants final approval of, and orders the payment to Simpluris to be made in accordance with the Settlement Agreement.

12. The Court also finds that the \$1,000,000 amount requested by Plaintiffs

and Class Counsel as Class Counsel Fees Payment is fair and reasonable. The Court grants final approval of, and orders Class Counsel Fees Payment to be made in accordance with the Settlement Agreement, subject to the provisions of Paragraph 19 of this Order.

13. The Court further orders and approves that Class Counsel rates fair and reasonable and are approved as follows:

- a. Yosef Peretz at a rate of \$500 per hour;
- b. Daniel Cravens at a rate of \$500 per hour;
- c. Emily Knoles at a rate of \$400 per hour;
- d. Michael Burstein at a rate of \$400 per hour;
- e. Ruth Israely at a rate of \$300 per hour;
- f. Sumy Kim at a rate of \$300 per hour; and
- g. Paralegals at the rate of \$150 per hour.

14. The Court also finds that the \$100,000 amount requested by Plaintiffs and Class Counsel for the Plaintiffs' Counsel's litigation expenses is fair and reasonable. The Court grants final approval of, and orders Class Counsel's costs to be made in accordance with the Settlement Agreement.

15. Nothing in the Settlement Agreement or this Order or Judgment purports to extinguish or waive Sol Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this or any other case if the Settlement fails to become final or effective. The Settlement is not an admission by Sol Defendants, nor is this Order or Judgment a finding of the validity of any allegations against Sol Defendants in the Action or any wrongdoing by Sol Defendants. Neither the Settlement nor this Order or Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes in the Actions.

16. Further, nothing in the Settlement Agreement or this Order or Judgment purports to extinguish or waive Plaintiffs' rights against Westline Defendants.

17. Excluded from the Settlement Agreement and this Judgment is Jose Ortiz, who submitted and timely and valid Opt-Out Notice.

18. Plaintiffs and Sol Defendants shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

19. The Court enters Final Judgment for Plaintiffs against Sol Defendants in

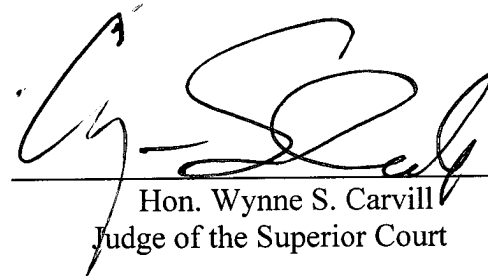
the Action in accordance with the Settlement Agreement and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement Agreement, including jurisdiction pursuant to California Rule of court 13.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement a administration matters, (c) addressing such post-Judgment matters as may be appropriate und or court rules or applicable law and, (d) with regard to the ongoing claims against Westline Defendants.

20. Pursuant to the Court's Order, Simpluris shall hold five (5) percent of the attorneys' fee award, in this case \$50,000, in an interest-bearing account maintained by Simpluris pending the submission and approval of a final compliance status report after completion of the distribution process.

21. A Compliance Hearing is scheduled for March 17, 2017 and the compliance status report must be filed and served on Department 21 at least five (5) court days prior to the Compliance Hearing.

IT IS SO ORDERED.

Dated: Sept. 11, 2015

  
\_\_\_\_\_  
Hon. Wynne S. Carvill  
Judge of the Superior Court

Yosef Peretz (SBN 209288)  
yperetz@peretzlaw.com  
Ruth Israely (SBN 289586)  
risraely@peretzlaw.com  
PERETZ & ASSOCIATES  
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Alan F. Cohen (State Bar No. 194075)  
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San Francisco, CA 94104  
415.984.1943 (tel.)  
415.984.1953 (fax)  
alan@alancohenlaw.com

Attorneys for Claimants NOAH SILVER SKY,  
FABIAN LOZANO and JORGE RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CONTRA COSTA COUNTY**

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California,  
and on behalf the State of California; and  
ROES 1-400,

Claimants,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Respondents


Case No. C12-00112

**NOTICE OF ENTRY OF ORDER AND  
JUDGMENT**

1 PLEASE TAKE NOTICE that on September 29, 2017 the Court entered an Order  
2 Confirming Arbitration Award and Entering Judgment on the Award. A copy of the Order is  
3 attached as **Exhibit A**.

4  
5 LAW OFFICES OF ALAN F. COHEN

6  
7 Dated: September 29, 2017

8 By   
9 Alan F. Cohen  
10 Attorneys for Plaintiffs

11 PERETZ & ASSOCIATES

12 Dated: September 29, 2017

13 By  [s]  
14 Yosef Peretz  
15 Ruth Israely  
16 Attorneys for Plaintiffs



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**PROOF OF SERVICE**

I, Alan F. Cohen, declare that I am a resident of the State of California, am over the age of eighteen years, and not a party to the within action. I am a member of the bar of this Court. My address is 101 Montgomery Street, Ste. 2050, San Francisco, CA 94104.

On the date set forth below I served a true and correct copy of:

**NOTICE OF ENTRY OF ORDER AND JUDGMENT**


- ☒ (FIRST CLASS MAIL) by placing such copy in a sealed envelope postage thereon fully prepaid, with the United States Postal Service for mailing this day from San Francisco, California.
- ☐ (HAND DELIVERY) by hand delivery on to the party(ies) indicated below:
- ☐ (FACSIMILE) by consigning such copy to a facsimile operator for transmittal on this date to the party(ies) indicated.
- ☐ (OVERNIGHT COURIER) by consigning such copy in a sealed envelope postage thereon fully prepared, with the United States Postal Service or an overnight courier for next day delivery to the party(ies) indicated.
- ☒ (EMAIL) by sending such copy by electronic mail pursuant to prior agreement to the party(ies) indicated.

I served the above document(s) on the following persons:

Laura Dawson  
Elizabeth Thompson  
Jones Bothwell Dion & Thompson LLP  
44 Montgomery Street, Suite 610  
San Francisco CA 94104

***Attorneys for Respondents SRAC Holdings I, Inc. et al.***

I am readily familiar with my firm's practices for processing of correspondence for delivery according to the instructions indicated above, under which correspondence would be deposited in the mail or other delivery service on the date below. The above-referenced documents were placed for deposit in accordance with the office's practice. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on **September 29, 2017**.

  
\_\_\_\_\_  
ALAN F. COHEN  
Attorney for Claimants

## **Exhibit A**

Yosef Peretz (SBN 209288)  
yperetz@peretzlaw.com  
Ruth Israely (SBN 289586)  
risraely@peretzlaw.com  
PERETZ & ASSOCIATES  
22 Battery Street, Suite 202  
San Francisco, CA 94111  
Telephone: 415.732.3777  
Facsimile: 415.372.3791

Alan F. Cohen (State Bar No. 194075)  
**LAW OFFICES OF ALAN F. COHEN**  
425 California Street, Suite 2025  
San Francisco, CA 94104  
415.984.1943 (tel.)  
415.984.1953 (fax)  
alan@alancohenlaw.com

Attorneys for Plaintiffs NOAH SILVER SKY,  
FABIAN LOZANO and JORGE RODRIGUEZ

**SUPERIOR COURT OF CALIFORNIA  
CONTRA COSTA COUNTY**

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California,  
and on behalf the State of California; and  
ROES 1-400,

Plaintiffs,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Defendants


Case No. C12-00112

**[PROPOSED] ORDER CONFIRMING  
ARBITRATION AWARD AND ENTERING  
JUDGMENT**

Hearing Date: September 29, 2017  
Time: 10:00 a.m.  
Dept. 17  
Hon. Barry P. Goode

**FILED**

2017 SEP 29 A 11:56

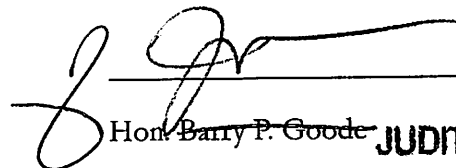
STEPHEN H. NASH  
CLERK OF SUPERIOR COURT  
CONTRA COSTA COUNTY, CA  


1 Plaintiffs' application for an Order Confirming Arbitration Award and Entering Judgment  
2 came on for hearing *ex parte* on September 27, 2017 at 10:00 in Dept. 17 of the Contra Costa  
3 Superior Court, Hon. Barry P. Goode presiding. Plaintiffs Noah Silver-Sky, Fabian Lozano, and  
4 Jorge Rodriguez, individually, on behalf of all other similarly situated persons, on behalf of the  
5 California Labor and Workforce Development Agency, on behalf of the Labor Commissioner of  
6 California, and on behalf of the State of California, appeared by Alan F. Cohen, Law Offices of  
7 Alan F. Cohen. Defendants SRAC Holdings I, Inc., Strategic Restaurants Acquisition Company,  
8 LLC, Strategic Restaurants Acquisition Company II, LLC, and Strategic Restaurants Acquisition  
9 Corp. ("Defendants") submitted a stipulation joining in the application. Defendants did not appear.

10 Good cause having been shown, all parties' having stipulated, and no opposition having  
11 been filed, the Court ORDERS that the Final Arbitration Award ("Award") attached and  
12 incorporated herein IS CONFIRMED, and ENTERS JUDGMENT in accordance with the Award.

13 IT IS SO ORDERED.

14  
15 Dated: September 29, 2017

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17 Hon. Barry P. Goode JUDITH S. CRADDICK  
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**AMERICAN ARBITRATION ASSOCIATION**

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California, and  
on behalf the State of California; and ROES  
1-400,

Claimants,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Respondents.

No. 74-160-288-12

**FINAL ARBITRATION AWARD OF CLASS  
ACTION**

Date: September 18, 2017

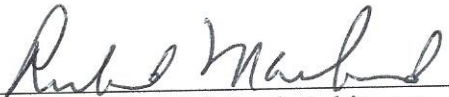
Time: 1:30 p.m.

Location: One Sansome Street, 16th Floor, San  
Francisco, CA 94104.

Arbitrator: Richard R. Mainland, Esq.

A hearing for final approval of a proposed class action settlement in this matter came  
before this Tribunal on September 18, 2017. Having considered all matters submitted to this  
Tribunal both before and at the hearing on the motion, including the complete record of these  
arbitration proceedings, and good cause appearing therefor, this Tribunal, Arbitrator Richard  
Mainland, presiding, hereby makes entry of an arbitration award as detailed in the Order Granting  
Final Approval of Class Action Settlement, attached hereto as Exhibit 1.

**IT IS SO ORDERED** this 21<sup>st</sup> day of September 2017.



Richard R. Mainland, Arbitrator  
American Arbitration Association

## **Exhibit 1**

AMERICAN ARBITRATION ASSOCIATION

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California, and  
on behalf the State of California; and ROES  
1-400,

Claimants,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Respondents.

No. 74-160-288-12

**ORDER GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: September 18, 2017

Time: 1:30 p.m.

Location: One Sansome Street, 16th Floor, San  
Francisco, CA 94104.

Arbitrator: Richard R. Mainland, Esq.



1 Claimants Noah Silver-Sky, Fabian Lozano and Jorge Rodriguez ("Class Representatives"  
2 or "Claimants") have moved this Tribunal for final approval of a proposed class action  
3 settlement, the terms and conditions of which are set forth in the Class Action Settlement  
4 Agreement (the "Settlement Agreement") filed with this Tribunal on March 24, 2017.  
5 Respondents SRAC Holdings I, Inc., Strategic Restaurants Acquisition Company, LLC,  
6 Strategic Restaurants Acquisition Company II, LLC and Strategic Restaurants Acquisition  
7 Corp. ("Respondents") do not oppose and have agreed to support Claimants' motion.

8 Having considered all matters submitted to this Tribunal both before and at the hearing on  
9 the motion, including the complete record of these arbitration proceedings, and good cause  
10 appearing therefor, this Tribunal, Arbitrator Richard Mainland, presiding, hereby finds and  
11 concludes as follows:

12 1. The capitalized terms used in this Final Approval Order shall have the same meaning  
13 as defined in the Settlement Agreement except as may otherwise be ordered.

14 2. This class action and all the claims asserted therein and all the Parties thereto are  
15 properly before this Tribunal pursuant to the Order Granting Defendants' Petition to Compel  
16 Arbitration dated July 2, 2012 issued by the Superior Court of the State of California, County  
17 of Contra Costa, in the action entitled *Noah Silver-Sky, Fabian Lozano and Jorge Rodriguez*  
18 *v. SRAC Holdings I, Inc. et al*, Case No. MSC12-00112.

19 3. The Tribunal finds that all the requirements of Rule 4 of the AAA Supplemental  
20 Rules for Class Arbitrations and of Federal Rule of Civil Procedure 23 and California Code  
21 of Civil Procedure Section 382 and the Rules of Court promulgated thereto have been satisfied  
22 for certification of the Settlement Class for settlement purposes because: Settlement Class  
23 Members are ascertainable and so numerous that joinder of all members is impracticable;  
24 there are questions of law and fact common to the Settlement Class and common questions of  
25 law and fact predominate over questions affecting only individual Settlement Class Members  
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1 rendering the Settlement Class sufficiently cohesive to warrant a class settlement; the claims  
2 and defenses of Class Representatives are typical of the claims and defenses of the Settlement  
3 Class that they represent; the Class Representatives and Class Counsel have fairly and  
4 adequately protected the interests of the Settlement Class with regard to the claims of the  
5 Settlement Class; and the certification of the Settlement Class is superior to individual  
6 litigation and/or settlement as a method for the fair and efficient resolution of this matter.

7 4. For purposes of the Settlement and this Final Approval Order, the Tribunal hereby  
8 finally certifies the following Settlement Class: all persons who were employed as hourly,  
9 non-exempt employees by Strategic Restaurants Acquisition Company II, LLC in California  
10 at any time from January 13, 2008 through December 31, 2016.

11 5. For purposes of this Settlement, this Tribunal hereby finally certifies Claimants Noah  
12 Silver-Sky, Fabian Lozano and Jorge Rodriguez as Class Representatives and Peretz &  
13 Associates and the Law Offices of Alan F. Cohen as Class Counsel.

14 6. The Parties complied in all material respects with the Notice Plan set forth in the  
15 Settlement Agreement. The Tribunal finds that the Notice Plan set forth in the Settlement  
16 Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best  
17 notice practicable under the circumstances and constituted due and sufficient notice to the  
18 Settlement Class of the pendency of the Litigation, of the existence and terms of the  
19 Settlement Agreement, of their rights to make claims, opt out, or object, and of the matters to  
20 be decided at the Final Approval Hearing. Further, the Notice of Plan satisfied Rule 6 of the  
21 AAA Supplemental Rules for ClassArbitrations. In addition, Claimants provided notice of  
22 the Settlement to the California Labor and Workforce Development Agency ("LWDA") in  
23 accordance with the Private Attorneys General Act of 2004 ("PAGA"), California Labor  
24 Code, Sections 2698, *et seq.* and LWDA regulations and procedures.

25 7. The Tribunal has determined that full opportunity has been given to the members of  
26

1 the Settlement Class to opt out of the Settlement, and to object to the terms of the Settlement  
2 and to Class Counsel's request for attorneys' fees and expenses and incentive awards to the  
3 Class Representatives and the Declarants, and otherwise participate in the Final Approval  
4 Hearing held on September 18, 2017.

5 8. The Tribunal finds that the Settlement, including the Settlement Fund of  
6 \$5,500,000.00, is in all respects fair, reasonable, and adequate. The Tribunal therefore finally  
7 approves the Settlement for all the reasons set forth in the Motion for Final Approval  
8 including, but not limited to: the fact that the Settlement Agreement was the product of  
9 informed, arms-length negotiations between competent, able counsel; the record was  
10 sufficiently developed and complete through meaningful discovery and motion proceedings  
11 to have enabled counsel for the Parties to have evaluated adequately and considered the  
12 strengths and weaknesses of their respective positions; the Litigation involved disputed  
13 claims, and this dispute underscores the uncertainty and risks of the outcome of the matter;  
14 the Settlement provides meaningful monetary benefits for the disputed claims; and the Parties  
15 were represented by highly qualified counsel who, throughout the case, vigorously and  
16 adequately represented their respective Parties' interests.

17 9. The Tribunal further orders and approves that Class Counsel's rates are fair and  
18 reasonable and are approved as follows:

- 19  
20  
21 i. Yosef Peretz at a rate of \$575 per hour;  
22 ii. Alan Cohen at a rate of \$575 per hour;  
23 iii. Dan Craves at a rate of \$575 per hour;  
24 iv. Ruth Israely at a rate of \$425 per hour;  
25 v. Michael Burstein at a rate of \$425 per hour;  
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- 1 vi. Sumy Kim at a rate of \$425 per hour; and  
2 vii. Paralegals and Research Staff at the rate of \$175 per hour.

3 10. The Settlement Fund shall be applied to pay, in the following order: (i) all costs and  
4 payments associated with administration of the Notice Plan and administration of the  
5 Settlement, including all payments to the Claims Administrator; (ii) any necessary taxes and  
6 tax expenses on the Settlement Fund; (iii) payments to the State of California Labor and  
7 Workforce Development Agency ("LWDA") representing its share for the settlement of the  
8 PAGA penalty claims asserted in the Litigation, (iv) the award of attorneys' fees and costs to  
9 Class Counsel granted pursuant to Section 28 of this Final Approval Order; (v) the Incentive  
10 Awards paid to the Class Representatives pursuant to Section 28 of this Final Approval Order;  
11 and (vi) Allowed Claims.

12 11. Every Settlement Class Member shall have the right to submit a Claim for a  
13 Settlement Payment. A Claim shall be valid only if submitted in compliance with the  
14 procedures set forth in the Settlement Agreement. Claims must be submitted on a Claim Form  
15 no later than ninety (90) days after mailing of the Notice by the Claims Administrator.

16 12. The Claims Administrator shall be responsible for processing Claim Forms,  
17 processing opt-out forms, administering the Settlement Website, determining the validity of  
18 Claims, making Settlement Payments, remitting required tax and mandatory wage  
19 withholdings to the appropriate governmental agencies, printing and mailing Class Member  
20 W-2 and 1099 forms and all other tasks associated with implementation of the Notice Plan  
21 and management of the Settlement Fund. The Claims Administrator has provided regular  
22 reports to Claimants' Counsel and Respondents' Counsel summarizing the implementation of  
23 the Notice Plan and the number and status of Claims and Opt-outs.

24 13. The Claims Administrator will follow its ordinary course of practice regarding  
25 approval of claims, subject to each Parties' right to audit Claims and challenge the Claims  
26

1 Administrator's decision. Within thirty (30) days after the Effective Date, the Claims  
2 Administrator shall email all Class Members whose Claims are denied to state the reasons for  
3 denial, at the email address (if any) provided by the Class Member on the Claim Form. If no  
4 email address is provided by the Class Member on the Claim Form, the Administrator shall  
5 mail the notification by U.S. mail to the class member of the reasons for denial of the Claim.  
6 If no email or U.S. mail address is provided, the Administrator shall not have any obligation  
7 to provide any notification to the class member of the reasons for the denial of the Claim. A  
8 copy of the email or mail with the notification provided under this section shall be provided  
9 to Claimants' Counsel and Respondents' Counsel. The Claims Administrator will provide a  
10 reasonable opportunity to the Claimants' Counsel and Respondents' Counsel to review the  
11 Claims submitted and to object to any Claim. The Claims Administrator's determination of  
12 whether a Claim is an Allowed Claim, if not disputed by the Parties, shall be final and not  
13 subject to further review.

14 14. The Claims Administrator will provide a reasonable opportunity to the Claimants'  
15 Counsel and Respondents' Counsel to review the Claims submitted and to object to any  
16 Claim. In addition, any Party, Claimants' Counsel, or Respondents' Counsel may dispute the  
17 determination of the denial of a Claim by the Claims Administrator, and in the event the  
18 Parties and the Claims Administrator cannot collectively agree how to resolve and objection  
19 to the allowance or denial of any disputed Claim, the Claims Administrator shall make the  
20 final decision on such disputed Claim within fifteen (15) days after notice of the dispute. The  
21 Claims Administrator's determination of whether a Claim is an Allowed Claim shall be final  
22 and not subject to further review.

23 15. No person shall have any claim against Claimants, Respondents, Claimants'  
24 Counsel, Respondents' Counsel, the Arbitrator, or the Claims Administrator based on any  
25 determinations of Claim validity, distributions, or awards made in accordance with this Final  
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1 Approval Order. No Class Member who does not specifically opt out of the Settlement in  
2 writing shall have any claim whatsoever against the Released Parties.

3 16. Claims shall be paid by check mailed to the Settlement Class Member, or at the  
4 election of the Settlement Class Member on the Claim Form, by direct deposit into the Class  
5 Member's bank account. All Allowed Claims shall be paid by the Claims Administrator  
6 within thirty (30) days after the Effective Date except that, in the event of an appeal that  
7 challenges, in full or in part, only the Fee Award, the Cost Award, and the Claimants'  
8 Incentive Awards and/or the Declarants' Award, and does not challenge any other aspect of  
9 the settlement, all Allowed Claims shall be paid within ninety (90) days after the Effective  
10 Date.

11 17. The Claims Administrator shall remit any unclaimed portions of the Settlement Fund  
12 and the interest thereon to Respondents within two hundred and ten days (210) days after the  
13 last unclaimed Settlement Payment is mailed to an Authorized Claimant. Unclaimed  
14 settlement funds include (i) the amount of all Settlement Payments that would have been made  
15 to those who timely opted out; (ii) the amount of any un-cashed settlement checks issued to  
16 Authorized Claimants who submitted Allowed Claims but did not cash their settlement checks  
17 within one hundred eighty (180) days of the date they were issued; and (iii) the amount of the  
18 Settlement Payments that would have been given to those who failed to submit a timely  
19 Allowed Claim but did not opt-out of the Settlement.

20 18. The Settlement is in the best interests of the Settlement Class in light of the degree  
21 of recovery obtained in relation to the risks faced by the Settlement Class in litigating the  
22 Class claims. The relief provided to the Settlement Class Members under the Settlement  
23 Agreement is appropriate as to individual members of the Settlement Class Members and to  
24 the Settlement Class as a whole. All requirements of the AAA Supplemental Rules for Class  
25 Arbitrations and of Federal Rule of Civil procedure 23 and California Code of Civil Procedure  
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1 Section 382 and the Rules of Court promulgated thereto to effectuate the Settlement have  
2 been met and satisfied. The Parties shall continue to effectuate the Settlement Agreement in  
3 accordance with its terms.

4 19. The Tribunal finds that no Class Members have objected to the Settlement. Only  
5 seven Class Members have requested exclusion from the Settlement and those Class Members  
6 shall not take from the Settlement Fund. Of the 8,667 eligible Class Members, 3,051 Class  
7 Members have submitted valid Claim Forms received by the Claims Administrator no later  
8 than August 25, 2017, and those will be considered Allowed Claims. The Allowed Claims  
9 will be paid an estimated total of \$1,966,900 from the Settlement Fund according to the  
10 formula set forth below. This includes all deficient claims that were corrected according to  
11 the terms of the Settlement Agreement and received by the Claims Administrator no later than  
12 August 25, 2017. It is anticipated that additional payroll taxes and Social Security  
13 withholdings of \$204,203.21 will also be paid out of the Settlement Fund.

14 20. The Tribunal finds that the formula for distribution to the class was arrived at through  
15 arm's-length negotiation between the parties and is fair, reasonable, and adequate. The  
16 Formula provides payments to Class Members of:

- 17 a. Three Hundred Dollars (\$300) if the number of Eligible Work Months was  
18 three (3) months or any part thereof;
- 19 b. Four Hundred Dollars (\$400) if the number of Eligible Work Months was  
20 more than three (3) months and up to six (6) months;
- 21 c. Five Hundred Dollars (\$500) if the number of Eligible Work Months was  
22 more than six (6) months and up to twelve (12) months;
- 23 d. Seven Hundred Dollars (\$700) if the number of Eligible Work Months was  
24 more than twelve (12) months and up to 24 months;
- 25 e. Nine Hundred Dollars (\$900) if the number of Eligible Work Months was  
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1 more than 24 months and up to 36 months;

2 f. One Thousand One Hundred Dollars (\$1,100) if the number of Eligible Work  
3 Months was more than 36 months and up to 48 months;

4 g. One Thousand Five Hundred Dollars (\$1,500) if the number of Eligible Work  
5 Months was more than 48 months and up to 72 months;

6 h. Two Thousand Dollars (\$2,000) if the number of Eligible Work Months was  
7 more than 72 months.

8 21. The Tribunal finds that the payments to Class Members represents a 35.21%  
9 exhaustion of the Settlement Funds dedicated to payment of Class Members' claims and that  
10 this is a fair and reasonable result. An approximate amount of \$556,924.29 from the  
11 Settlement Fund will revert to Respondents in accordance with the Settlement Agreement,  
12 and after final accounting conducted by the Claims Administrator.

13 22. Excluded from the Settlement Agreement and this Judgment are Erika Morales,  
14 Molly Ollis, Susana Palma, Rosasio Palma, Jessica Post, Carmen Ciara, and Samady Kheav,  
15 who timely submitted valid Opt-Out Notices.

16 23. The Tribunal finds that \$50,000 from the Settlement Fund to be paid to the LWDA  
17 in settlement of the PAGA penalty claims asserted in the Litigation (the "PAGA Settlement")  
18 is fair, reasonable, and adequate. The Tribunal grants final approval of, and orders that this  
19 payment be made in accordance with the Settlement Agreement.

20 24. By operation of this Final Approval Order, the Settlement Class Members (except  
21 for the individuals identified in paragraph 22 hereof) and Claimants shall have  
22 unconditionally, completely and irrevocably released and forever discharged the Released  
23 Parties and shall be forever barred from instituting, maintaining, or prosecuting any and all  
24 claims, liens, demands, actions, causes of action, obligations, attorney fees, damages or  
25 liabilities of any nature whatsoever, whether legal, equitable, administrative, direct, indirect,  
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1 or otherwise, whether known or unknown, that they have had in the past or now have, whether  
2 arising under the California Labor Code, the California Welfare Commission Wage Orders,  
3 the federal Fair Labor Standards Act, or any other international, federal, state or local statute,  
4 ordinance, common law, regulation, principle of equity or otherwise, that actually were, or  
5 could have been, asserted in the Litigation including alleged: (i) failure to pay overtime wages,  
6 waiting time penalties, or premium wages under Labor Code § 226.7, (ii) failure to pay regular  
7 wages, (iii) failure to pay for work performed, (iv) failure to provide duty-free rest and meal  
8 periods, (v) failure to provide accurate wage statements; (vi) unfair business practices, (vii)  
9 intentional misrepresentation, (viii) fraudulent concealment, (ix) conversion.

10 25. Claimants and the Settlement Class Members shall, by operation of this Final  
11 Approval Order, be deemed to have waived and relinquished, to the fullest extent permitted  
12 by law, the provisions, rights and benefits of California Civil Code section 1542 (and  
13 equivalent, comparable, or analogous provisions of the laws of the United States or any state  
14 or territory thereof, or of the common law). Section 1542 provides as follows:

15  
16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
17 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
19 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
20 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
21 WITH THE DEBTOR.

22 26. Nothing herein shall bar any action or claim to enforce the terms of the Settlement  
23 Agreement.

24 27. No action taken by the Parties, either previously or in connection with the  
25 negotiations or proceedings connected with the Settlement Agreement, shall be deemed or  
26 construed to be an admission of the truth or falsity of any claims or defenses heretofore made  
or an acknowledgement or admission by any Party of any fault, liability or wrongdoing of any



1 kind whatsoever to any other Party. Neither the Settlement Agreement nor any act performed  
2 or document executed pursuant to or in furtherance of the Settlement is or may be deemed to  
3 be, or may be used as an admission of, or evidence of, any fault or omission by the Released  
4 Parties in any proceedings in any court, administrative agency, or other tribunal.  
5 Respondents' agreement not to oppose and to support the entry of this Final Approval Order  
6 shall not be construed as an admission or concession by Respondents that class certification  
7 was appropriate in the Litigation or would be appropriate in any other action.

8 28. For the reasons stated in Class Counsels' Motion for Named Claimants Incentive  
9 Awards, Declarants Incentive Awards, and Attorneys' Fees and Costs, the following amounts  
10 shall be paid from the Settlement Fund in accordance with the time schedule set forth in the  
11 Settlement Agreement:

12 (i) Fees to Class Counsel: \$2,200,000;

13 (ii) Costs and Expenses to Class Counsel: \$250,000;

14 (iii) Declarant Incentive Awards totaling: \$103,500;

15 (iv) Class Representative Incentive Awards:

16 Noah Silver-Sky: \$20,000;

17 Fabian Lozano: \$20,000;

18 Jorge Rodriguez: \$20,000;

19 (v) Fees to Claims Administrator: \$74,555, paid in the following manner: \$62,277.50 from  
20 the Settlement Fund and \$12,277.50 as a deduction from the Fees to Class Counsel Award in  
21 section (i) above.

22 29. Except as provided in this Final Approval Order, Claimants and Settlement Class  
23 Members shall take nothing against Respondents by their First Amended Complaint. This  
24 Final Approval Order may be entered as a Judgment in a court of competent jurisdiction.

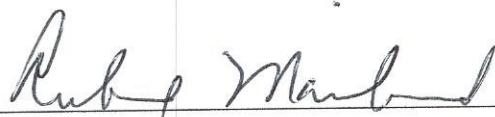
25 30. Without affecting the finality of the Order hereby entered or the Judgment entered  
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1 hereon, the Tribunal reserves jurisdiction over the implementation of the Settlement  
2 Agreement.

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5 **IT IS SO ORDERED** this 21<sup>st</sup> day of September 2017.

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10 Richard R. Mainland, Arbitrator  
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# **EXHIBIT 7**

## Hayter v. E&W - Damages Calculations

Type of Damages	Amount
Missed Meal Periods	\$ 130,598
Missed Rest Periods	\$ 130,598
Unpaid Sick Days	\$ 65,425
<b>Total Damages:</b>	<b>\$ 326,621</b>

### Interest on Damages [1]

Year 1	\$ 32,662.10
Year 2	\$ 24,496.58
Year 3	\$ 16,331.05
Year 4	\$ 8,165.53

**Total Interest:** \$ 81,655

**Total Damages with Interest:** \$ 408,276

Penalties for Itemized Wage Statements [2]	Total:
# of Employees With 80 or more weeks (40 pay periods)	6 \$ 24,000.00
# of Employees With Less Than 80 weeks	50
Amount for Initial Pay Period (< 80 weeks)	\$ 2,500.00
# of Total Weeks for Employees with Less Than 80 Weeks	832
# of Subsequent Pay Periods for Employees With Less Than 80 Weeks	366 \$ 36,600.00
<b>Total Penalties:</b>	<b>\$ 63,100.00</b>

### Interest on Wage Statement Penalties [3]

Year 1	\$ 6,310.00
Year 2	\$ 4,732.50
Year 3	\$ 3,155.00
Year 4	\$ 1,577.50

**Total Interest:** \$ 15,775.00

**Total penalties:** \$ 63,100.00

**Total with Interest:** \$ 78,875.00

### Penalties for Waiting Time

Number of Former Employees	46
Penalty Per Day	\$104.96
Amount per Former Employee	\$3,149
<b>Total Penalties for Waiting Time</b>	<b>\$ 144,845</b>

Total Damages	
Wage Damages with Interest	\$ 408,276
Penalties for Itemized Wage Statements [4]	\$ 78,875
Penalties for Waiting Time	\$ 144,845
<b>Total Damages</b>	<b>\$ 631,996</b>

[1] Divides total damages by 4 for each year of the class period, and assumes interest at: 40% for Year 1, 30% for Year 2, 20% for Year 3, and 10% for Year 4.

[2] Based on data showing number of weeks and employees in each category for the 53 of 56 total class members who agreed to provide information.

[3] Divides total waiting time penalties by 4 for each year of the class period, and assumes interest at: 40% for Year 1, 30% for Year 2, 20% for Year 3, and 10% for Year 4.

[4] Total penalties plus total interest.

Full Name	Start date	End date	Pay Rate	Status	Total Days [1]	Adjusted Days [2]	Missed Meal Periods [3]	Damages for Meal Periods [4]	Damages for Rest Periods [5]	Damages for Unpaid Sick Days [6]	# of Weeks [7]
August, Jade	07/12/2018	02/19/2020	18.00	Active	587	392	207	\$ 3,729.42	\$ 3,729.42	\$ 1,296	56
Correllus, Taylor N	05/30/2019	02/19/2020	18.00	Active	265	177	94	\$ 1,683.64	\$ 1,683.64	\$ 1,296	25
Hunter, Leilani R	01/29/2019	02/19/2020	18.00	Active	386	258	136	\$ 2,452.40	\$ 2,452.40	\$ 1,296	37
Jackson, William A	08/26/2013	02/19/2020	19.00	Active	2368	1583	836	\$ 15,880.57	\$ 15,880.57	\$ 1,368	226
Snyder, Alana M	10/30/2019	02/19/2020	18.00	Active	112	75	40	\$ 711.58	\$ 711.58	\$ 1,296	11
Branche, Anya H	11/15/2018	02/19/2020	18.00	Inactive	461	308	163	\$ 2,928.90	\$ 2,928.90	\$ 1,296	44
Castellanos, Stacy M	06/28/2018	02/19/2020	17.00	Inactive	601	402	212	\$ 3,606.24	\$ 3,606.24	\$ 1,224	57
La, Johnny	08/21/2013	02/19/2020	17.00	Inactive	2373	1586	838	\$ 14,238.94	\$ 14,238.94	\$ 1,224	227
Dave, Vishwa J	03/09/2016	02/19/2020	20.00	Inactive	1442	964	509	\$ 10,179.49	\$ 10,179.49	\$ 1,440	138
Carter, Roshana A	04/28/2014	02/19/2020	17.00	Inactive	2123	1419	749	\$ 12,738.84	\$ 12,738.84	\$ 1,224	203
Onyike, Mercy C	02/21/2019	08/16/2019	18.00	Terminated	176	118	62	\$ 1,118.19	\$ 1,118.19	\$ 1,296	17
Garcia, Jesse	04/10/2019	08/02/2019	18.00	Terminated	114	76	40	\$ 724.28	\$ 724.28	\$ 1,296	11
Hunt, Tanya L	02/28/2019	08/02/2019	18.00	Terminated	155	104	55	\$ 984.77	\$ 984.77	\$ 1,296	15
Fischer, Lynn A	11/12/2018	07/19/2019	18.00	Terminated	249	166	88	\$ 1,581.99	\$ 1,581.99	\$ 1,296	24
Chao, Jennifer L	01/30/2019	04/12/2019	17.00	Terminated	72	48	25	\$ 432.03	\$ 432.03	\$ 1,224	7
Colley, Mazuri F	03/14/2019	03/29/2019	17.00	Terminated	15	10	5	\$ 90.01	\$ 90.01	\$ 1,224	1
Neidleman, Adam B	11/28/2018	03/15/2019	17.00	Terminated	107	72	38	\$ 642.04	\$ 642.04	\$ 1,224	10
Tell, Maegan J	02/21/2019	03/15/2019	17.00	Terminated	22	15	8	\$ 132.01	\$ 132.01	\$ 1,224	2
Nolasco, Corazon C	01/22/2019	02/15/2019	17.00	Terminated	24	16	8	\$ 144.01	\$ 144.01	\$ 1,224	2
Leyva, Julio	08/20/2012	02/01/2019	17.00	Terminated	2356	1575	832	\$ 14,136.93	\$ 14,136.93	\$ 1,224	225
Rogers, Constance A	07/12/2018	02/01/2019	17.00	Terminated	204	136	72	\$ 1,224.08	\$ 1,224.08	\$ 1,224	19
Manion, Kelsea M	10/10/2018	01/18/2019	17.00	Terminated	100	67	35	\$ 600.04	\$ 600.04	\$ 1,224	10
Giles, Alexis N	02/01/2018	12/21/2018	17.00	Terminated	323	216	114	\$ 1,938.13	\$ 1,938.13	\$ 1,224	31
Kutzleb, Jennifer J	12/13/2018	12/21/2018	17.00	Terminated	8	5	3	\$ 48.00	\$ 48.00	\$ 1,224	1
Striplin, Anshana C	11/06/2018	11/23/2018	17.00	Terminated	17	11	6	\$ 102.01	\$ 102.01	\$ 1,224	2
Jeffrey, MacAllister D	10/17/2018	11/09/2018	17.00	Terminated	23	15	8	\$ 138.01	\$ 138.01	\$ 1,224	2
Donis, Tito	08/29/2018	09/28/2018	16.00	Terminated	30	20	11	\$ 169.42	\$ 169.42	\$ 1,152	3
Foster, Phyllis M	07/17/2018	08/03/2018	16.00	Terminated	17	11	6	\$ 96.01	\$ 96.01	\$ 1,152	2
O'Dea, Aidan J	01/29/2018	08/03/2018	16.00	Terminated	186	124	66	\$ 1,050.42	\$ 1,050.42	\$ 1,152	18
Bolden, Kaliah	12/13/2017	03/30/2018	16.00	Terminated	107	72	38	\$ 604.28	\$ 604.28	\$ 1,152	10
Heo, Yoon Jung	10/25/2017	02/02/2018	15.50	Terminated	100	67	35	\$ 547.09	\$ 547.09	\$ 1,116	10
Kildare, Marc A	12/13/2017	02/02/2018	15.00	Terminated	51	34	18	\$ 270.02	\$ 270.02	\$ 1,080	5
Douglas, Marie A	09/19/2017	01/19/2018	14.50	Terminated	122	82	43	\$ 624.39	\$ 624.39	\$ 1,044	12
Hayter, Adriana F	10/23/2014	11/24/2017	16.00	Terminated	1128	754	398	\$ 6,370.30	\$ 6,370.30	\$ 1,152	108
Dabiri, Jessica T	09/07/2017	10/13/2017	14.50	Terminated	36	24	13	\$ 184.25	\$ 184.25	\$ 1,044	3
Minnifield, Johnita R	09/07/2017	09/15/2017	14.50	Terminated	8	5	3	\$ 40.94	\$ 40.94	\$ 1,044	1
Sanchez, Luis E	03/09/2016	12/23/2016	15.00	Terminated	289	193	102	\$ 1,530.10	\$ 1,530.10	\$ 1,080	28
Washington, Whitney S	06/02/2016	10/28/2016	14.50	Terminated	148	99	52	\$ 757.46	\$ 757.46	\$ 1,044	14
Caravas, Michael D	04/14/2016	10/14/2016	14.50	Terminated	183	122	65	\$ 936.59	\$ 936.59	\$ 1,044	17
Shao, Xing Xing Joyce	05/13/2016	09/16/2016	14.50	Terminated	126	84	44	\$ 644.87	\$ 644.87	\$ 1,044	12
Zeng, Jiahuan	06/14/2016	09/16/2016	14.50	Terminated	94	63	33	\$ 481.09	\$ 481.09	\$ 1,044	9
Bisquera, Robert B	04/07/2016	08/19/2016	14.50	Terminated	134	90	47	\$ 685.81	\$ 685.81	\$ 1,044	13
Juarez, William O	04/29/2016	08/19/2016	14.50	Terminated	112	75	40	\$ 573.21	\$ 573.21	\$ 1,044	11
Zhang, Weiting	05/24/2016	08/19/2016	14.50	Terminated	87	58	31	\$ 445.26	\$ 445.26	\$ 1,044	8
Cavenecia, Fiorella G	04/07/2016	08/05/2016	14.50	Terminated	120	80	42	\$ 614.16	\$ 614.16	\$ 1,044	11
Hunter, Jennifer L	06/17/2016	08/05/2016	14.50	Terminated	49	33	17	\$ 250.78	\$ 250.78	\$ 1,044	5
Shields, Larine N	05/14/2014	08/05/2016	16.00	Terminated	814	544	287	\$ 4,597.01	\$ 4,597.01	\$ 1,152	78
Nguyen, Ngan Phan Kim	05/26/2016	07/22/2016	14.50	Terminated	57	38	20	\$ 291.73	\$ 291.73	\$ 1,044	5
Hoang, LanAnh	04/20/2016	07/08/2016	14.50	Terminated	79	53	28	\$ 404.32	\$ 404.32	\$ 1,044	8
Woods, Natoya S	04/22/2016	05/13/2016	14.50	Terminated	21	14	7	\$ 107.48	\$ 107.48	\$ 1,044	2
Ah Soon, Mose	10/28/2014	04/01/2016	15.00	Terminated	521	348	184	\$ 2,758.42	\$ 2,758.42	\$ 1,080	50
Zamora, Carlos	08/03/2013	07/24/2015	15.00	Terminated	720	481	254	\$ 3,812.02	\$ 3,812.02	\$ 1,080	69
Roman, Michael G	03/12/2014	07/10/2015	15.00	Terminated	485	324	171	\$ 2,567.82	\$ 2,567.82	\$ 1,080	46
Class Averages								\$ 2,332.11	\$ 2,332.11	\$ 1,168	
Totals [8]								\$ 130,598.10	\$ 130,598.10	\$ 65,425	
TOTAL DAMAGES								\$ 326,621			

<b>Total class weeks</b>		1958
<b>Total class days</b>		13709
<b>Damages per day</b>	\$	23.83
<b>Average pay rate</b>	\$	16.23
<b>Waiting time penalty</b>		
<b>per day [9]</b>	\$	104.96

1126 Total weeks for employees with over 40 pay periods

832 Total weeks for employees with less than 40 pay periods

**\*\*Highlighted weeks in Column L indicate class members with 40 or more pay periods for itemized wage statement penalties\*\***

[1] Calculated using the start date and end date in Columns B & C. Current class members are calculated through the February 19, 2020 mediation date.

[2] Adjusts the number of days to exclude weekends, holidays and vacation days. Removes 121 days per year worked.

[3] Multiplies adjusted days by 60% for rate of days worked 5 or more hours, based upon review of Named Plaintiffs' time records. Multiplies 5-hour days by 88%, based upon Named Plaintiffs' time records showing a meal period approximately 12% of time they worked 5+ hours.

[4] Missed meal periods multiplied by hourly rate of pay.

[5] Conservative estimate based on missed meal periods, only accounts for shifts of 5+ hours.

[6] E&W policy allows total accrual of 72 hours paid sick leave. Multiplies hourly rate by 72.

[7] Based upon adjusted days in Column G.

[8] Includes the sum of Columns I, J & K respectively, plus the average times 3 for the 3 Belaire opt-outs whose data is not included here.

[9] Assumes a 5-hour workday on average, multiplied by average pay rate. This amount is added to damages per day.

# **EXHIBIT 8**

## PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

### Case Information

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

### Attachments

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