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14 behalf of themselves and all others similarly  
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16 **SUPERIOR COURT OF CALIFORNIA**

17 **COUNTY OF LOS ANGELES**

18  
19 Coordination Proceeding  
Special Title (Rule 3.550)

20 **AIRTOUCH CELLULAR WAGE AND**  
21 **HOURLY CASES**

**Judicial Council Coordination  
Proceeding (JCCP) No. 4693**

Assigned for all purposes to  
Hon. Ann Jones

**REVISED CLASS ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE**

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement Agreement and Release (“Settlement  
3 Agreement”) is made and entered into by and between Plaintiffs Deanna Veramendi and Mathew  
4 Chesser (“Plaintiffs”), acting on behalf of themselves and on behalf of all others similarly  
5 situated, and Defendant AirTouch Cellular, Inc. d/b/a Verizon Wireless (“Defendant”), and is  
6 subject to the terms and conditions hereof and the approval of the Court. Plaintiffs, acting on  
7 behalf of themselves and on behalf of all others similarly situated, and Defendant are referenced  
8 collectively herein as “the Parties.”

9 **Definitions**

10 1. “Action” means the action entitled *Veramendi, et al. v. AirTouch Cellular d/b/a*  
11 *Verizon Wireless*, Case Number BC647309 (Los Angeles Superior Court, California).

12 2. “Attorneys’ Fees” means attorneys’ fees agreed upon by the Parties and approved  
13 by the Court for Class Counsel’s litigation and resolution of the Action. Class Counsel will  
14 request attorneys’ fees in the amount of seven hundred and sixty five thousand dollars and zero  
15 cents (\$765,000.00). Any portion of the Attorneys’ Fees not awarded to Class Counsel will be  
16 distributed to the class.

17 3. “Settlement Administrator” means CPT Group, Inc. or any other third-party class  
18 action settlement administrator agreed to by the Parties and approved by the Court for the  
19 purposes of administering this settlement. The Parties each represent that they do not have any  
20 financial interest in the Settlement Administrator or otherwise have a relationship with the  
21 Settlement Administrator that could create a conflict of interest.

22 4. “Settlement Administration Costs” means the costs payable from the Class  
23 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
24 but not limited to, printing, distributing, and tracking documents for this Settlement, calculating  
25 estimated amounts per Class Member, tax reporting, distributing the Class Settlement Amount,  
26 and providing necessary reports and declarations, and other duties and responsibilities set forth  
27 herein to process this Settlement, and as requested by the Parties. The Settlement Administration  
28 Costs will be paid from the Class Settlement Amount up to the amount represented (and

1 ultimately billed) by the Settlement Administrator as being the maximum costs necessary to  
2 administer the settlement. The Settlement Administration Costs are currently estimated to be  
3 \$29,500.

4 5. “Class Counsel” means David Markham, Maggie Realin and Lisa Brevard of the  
5 Markham Law Firm, and Walter Haines of United Employees Law Group (“Class Counsel”).

6 6. “Class Member(s)” or “Settlement Class” means all California non-exempt  
7 employees who worked in AirTouch retail stores during the Class Period, except for Assistant  
8 Sales Managers/Solutions Managers.

9 7. “Class List” means a complete list of Class Members that Defendant will  
10 diligently and in good faith compile from its records and provide to the Settlement Administrator  
11 within fourteen (14) calendar days after Preliminary Approval of this Settlement Agreement.  
12 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will  
13 include each Class Member’s full name; last-known address and telephone number; and dates  
14 employed as a Class Member; and social security number (specifically for the Administrator’s  
15 purposes of conducting any necessary skip-tracing of undelivered notices/packets, and  
16 performing tax reporting duties).

17 8. “Class Period” means January 18, 2013 through the date of Preliminary Approval  
18 of the Settlement Agreement.

19 9. “Class Representative Enhancement Payment” means the amount to be paid to  
20 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class  
21 Members, and for their general release of claims. Subject to the Court granting final approval of  
22 this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will  
23 request the Court’s approval of a Class Representative Enhancement Payment of seven thousand  
24 and five hundred dollars and zero cents (\$7,500.00) each. Any portion of the Class  
25 Representative Enhancement Payment not awarded to Plaintiffs will be distributed to the class.

26 10. “Class Settlement Amount” means the maximum settlement amount of two  
27 million two hundred and ninety five thousand dollars and zero cents (\$2,295,000.00) to be paid  
28 by Defendant in full satisfaction of all claims arising from the Action, which includes all

1 Attorneys' Fees and Litigation Costs, Settlement Administration Costs, the Class Representative  
2 Enhancement Payments, Individual Settlement Payments, employer taxes, and payments to the  
3 Labor Workforce Development Agency ("LWDA").

4 11. "Court" means the Los Angeles Superior Court of California and any other court  
5 taking jurisdiction of the Action.

6 12. "Defendant" means AirTouch Cellular, Inc. d/b/a Verizon Wireless.

7 13. "Effective Date" means the later of: (a) if any timely objections or motions to  
8 intervene are filed and not subsequently withdrawn, the sixtieth (60<sup>th</sup>) calendar day after the  
9 Court enters an order granting Final Approval of the Joint Stipulation of Class Action Settlement  
10 and Release; (b) if any timely appeals are filed, the resolution (or withdrawal) or any such appeal  
11 in a way that does not alter the terms of the Settlement; or (c) if no timely objections or motions  
12 to intervene are filed, or are withdrawn, the date upon which the Court enters an order granting  
13 Final Approval of the Joint Stipulation of Class Action Settlement and Release.

14 14. "Final Approval" means the date on which the Court enters an order granting final  
15 approval of the Settlement Agreement.

16 15. "Individual Settlement Payment" means each Class Member's share of the Net  
17 Settlement Amount, to be distributed to the Class Members who do not timely and validly  
18 request to be excluded.

19 16. "Litigation Costs" means all costs incurred and to be incurred by Class Counsel in  
20 the Action, including, but not limited to, costs associated with documenting the Settlement,  
21 providing any notices required as part of the Settlement, obtaining entry of the Judgment  
22 terminating the Action, and expenses for any experts. Class Counsel will request Litigation  
23 Costs not to exceed thirty thousand dollars and zero cents (\$30,000.00). Any portion of the  
24 Litigation Costs not awarded to Class Counsel will be distributed to the class.

25 17. "Net Settlement Amount" means the portion of the Class Settlement Amount  
26 remaining after deduction of the approved Attorneys' Fees and Litigation Costs, Settlement  
27 Administration Costs, Class Representative Enhancement Payments, and the payment to the  
28

1 LWDA (collectively “Fixed Costs”). The Net Settlement Amount will be distributed to  
2 Participating Class Members.

3 18. “Notice Packet” means the Notice of Class Action Settlement substantially  
4 attached as Exhibit A.

5 19. “Participating Class Members” means all Class Members who do not submit valid  
6 and timely Requests for Exclusion.

7 20. “Released Claims” means all wage and hour claims, rights, demands, liabilities,  
8 and causes of action of every nature and description, whether known or unknown, arising from  
9 or related to the claims litigated in the Action or that could have been asserted based on the facts  
10 alleged in the Action against Defendant during the Class Period, including without limitation: (i)  
11 unpaid or untimely compensation (including, but not limited to, minimum wages and overtime  
12 compensation and other premium wages); (ii) pay for time allegedly worked but not  
13 compensated, including, but not limited to, “off-the-clock” work and overtime compensation;  
14 (iii) meal and rest break premium wages; (iv) waiting time penalties for late payment of wages  
15 due upon termination of employment; (v) restitution for unpaid compensation and wages; (vi)  
16 any other statutory penalties, liquidated damages, or other premium compensation related to said  
17 unpaid wages or compensation; (vii) actual damages, statutory damages or statutory penalties  
18 associated with inaccurate wage statements; (viii) premium wages, actual damages, statutory  
19 damages, or statutory penalties related to said unpaid compensation and overtime wages, (ix)  
20 punitive or exemplary damages related to any of the foregoing claims; (x) all claims for civil  
21 penalties under the Private Attorney General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et seq.*  
22 arising from the same set of operative facts alleged in the Action; (xi) claims based on IWC  
23 Wage Order No. 7-2001 or Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 553,  
24 558, 1194, 1194.2, 1197, 1197.1 and 1198; (xii) any penalties or liquidated or statutory damages  
25 available under any provision of law based upon violations of those sections (including without  
26 limitation Labor Code sections 203, 210, 226(e), 226.3, 558, 1174.5, 1175, 1194, 1194.2, 1194.5,  
27 1197.1, 1199, and 2699; and Civil Code §§3287 and 3289); (xiii) any relief under Business &  
28

1 Professions Code section 17200 *et seq.*; and (xiv) claims for attorneys' fees, interest and costs  
2 related to any such claims.

3 21. "Released Parties" means Defendant and any of Defendant's past, present, and  
4 future parents, subsidiaries, affiliated corporations and entities, clients, and vendors and  
5 independent contractors through which Defendant conducts business, and each of Defendant's  
6 respective past, present, and future officers, directors, members, managers, employees,  
7 consultants, vendors, clients, partners, shareholders, joint venturers, and agents, and any  
8 successors, assigns, or legal representatives.

9 22. "Request for Exclusion" means a timely submittal of a Request for Exclusion by a  
10 Class Member. The Request for Exclusion must: (a) be returned by fax, e-mail, or mail to the  
11 Settlement Administrator at the specified address and/or facsimile number; and (b) be faxed, e-  
12 mailed, or postmarked on or before the Response Deadline. The date of the fax, e-mail, or  
13 postmark on the return mailing envelope will be the exclusive means to determine whether a  
14 Request for Exclusion has been timely submitted. A Class Member who does not request  
15 exclusion from the settlement will be deemed a Class Member and will be bound by all terms of  
16 the Settlement Agreement if the settlement is granted final approval by the Court.

17 23. "Response Deadline" means the deadline by which Class Members must  
18 postmark, e-mail, or fax to the Settlement Administrator valid Requests for Exclusion, or  
19 postmark Notices of Objection to the Settlement. The Response Deadline will be forty-five (45)  
20 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator,  
21 unless the forty-fifth (45<sup>th</sup>) calendar day falls on a Sunday or a Federal holiday, in which case the  
22 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.  
23 The Response Deadline for Requests for Exclusion and for Notices of Objection to the  
24 Settlement will be extended fifteen (15) calendar days for any Class Member who is re-mailed a  
25 Notice Packet by the Settlement Administrator, unless the fifteenth (15<sup>th</sup>) calendar day falls on a  
26 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day  
27 on which the U.S. Postal Service is open. The Response Deadline may also be extended by  
28 express agreement between Class Counsel and Defendant. Under no circumstances, however,

1 will the Settlement Administrator have the authority to unilaterally extend the deadline for Class  
2 Members to submit a Request for Exclusion, or an objection to the settlement.

3 **Terms of Agreement**

4 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, agree as  
5 follows:

6 24. Funding of the Class Settlement Award. Within fourteen (14) calendar days after  
7 the Effective Date of the Settlement, Defendant will make a one-time deposit of the full Class  
8 Settlement Amount into a Qualified Settlement Fund to be established by the Settlement  
9 Administrator. Within seven (7) calendar days of the funding of the Settlement, the Settlement  
10 Administrator will issue payments via check to: (a) Participating Class Members; (b) Plaintiffs;  
11 (c) Class Counsel; and (d) the LWDA. The Settlement Administrator will also issue a payment  
12 to itself for Court-approved services performed in connection with the settlement.

13 25. Attorneys' Fees and Litigation Costs. Defendant agrees not to oppose or impede  
14 any application or motion by Class Counsel for attorneys' fees of not more than seven hundred  
15 and sixty five thousand dollars (\$765,000.00), plus the reimbursement of Litigation Costs  
16 associated with Class Counsel's litigation and settlement of the Action, not to exceed thirty  
17 thousand dollars and zero cents (\$30,000.00), both of which will be paid from the Class  
18 Settlement Amount. Should the Court approve Attorneys' Fees and/or Litigation Costs in an  
19 amount less than what is set forth in this Section, the difference shall be added to the Net  
20 Settlement Fund for payment to the Settlement Class.

21 26. Distribution of Fee Award. The Parties agree that Class Counsel shall be solely  
22 responsible for the division and distribution of any and all court-approved Attorneys' Fees and  
23 Costs awarded to Class Counsel.

24 27. Class Representative Enhancement Payment. In recognition of their efforts and  
25 work in prosecuting the Action on behalf of Class Members, and in exchange for a general  
26 release, Defendant agrees not to oppose or impede any application or motion for a Class  
27 Representative Enhancement Payment of seven thousand and five hundred dollars and zero cents  
28 (\$7,500.00) to each of the Plaintiffs. The Class Representative Enhancement Payments will be

1 paid from the Class Settlement Amount and will be in addition to Plaintiffs' individual  
2 settlement payments paid pursuant to the Settlement. Plaintiffs will be solely and legally  
3 responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph  
4 and will indemnify and hold Defendant, Defendant's counsel and Plaintiffs' counsel harmless  
5 from any claim or liability for taxes, penalties, or interest arising as a result of the payments.  
6 Should the Court approve a Class Representative Enhancement Payment in an amount less than  
7 what is set forth in this Section, the difference shall be added to the Net Settlement Fund for  
8 payment to the Settlement Class.

9       28.     Settlement Administration Costs. The Parties selected CPT Group, Inc., who  
10 shall not be deemed to be an agent of any party, to act as Settlement Administrator in this Action.  
11 At this time, the Settlement Administration Costs are estimated to be approximately \$29,500.  
12 These costs, which will be paid from the Class Settlement Amount, will include, among other  
13 things, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and  
14 W-2 IRS Forms, distributing the Notice Packet, calculating and distributing the Class Settlement  
15 Amount, and providing necessary reports and declarations.

16       29.     Net Settlement Amount. The Net Settlement Amount will be used to satisfy  
17 Individual Settlement Payments to Participating Class Members from the Settlement Class in  
18 accordance with the terms of this Settlement. Sixty thousand dollars (\$60,000.00) of the  
19 Settlement Amount shall be allocated to PAGA penalties. Forty five thousand dollars and zero  
20 cents (\$45,000.00) are payable to the California Labor Workforce Development Agency  
21 ("LWDA"), and the remaining fifteen thousand dollars and zero cents (\$15,000.00) shall be  
22 available for distribution as a part of the Net Settlement Amount.

23       30.     Individual Settlement Payment Calculations. Individual Settlement Payments to  
24 Participating Class Members will be calculated and apportioned from the Net Settlement Amount  
25 based on the number of workweeks a Participating Class Member worked during the Class  
26 Period. Specific calculations of Individual Settlement Payments will be made as follows:

- 27       (a)     The Settlement Administrator will first calculate the total number of workweeks  
28               worked by each Class Member during the Class Period ("Individual Workweek



1 Total”) and the total number of workweeks worked by all Class Members (“Class  
2 Workweek Total”) during the Class Period.

3 (b) To determine each Class Member’s potential Individual Settlement Payment, the  
4 Settlement Administrator will use the following formula: Individual Settlement  
5 Payment = (Individual Workweek Total ÷ Class Workweek Total) x Net  
6 Settlement Amount. The notice will inform each Class Member of their estimated  
7 Individual Settlement Payment. Actual settlement payments may differ slightly  
8 as any Settlement Class Members requesting exclusion will result in their wage  
9 statement totals being deducted from the Class Workweek Total used in the  
10 formula.

11 31. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
12 Participating Class Members under this Settlement, as well as any other payments made pursuant  
13 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
14 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
15 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and  
16 any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not  
17 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
18 any benefit plans.

19 32. Settlement Administration Process. The Parties agree to cooperate in the  
20 administration of the Settlement and to make all reasonable efforts to control and minimize the  
21 costs and expenses incurred in administration of the Settlement.

22 33. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary  
23 Approval, Defendant will provide the Class List to the Settlement Administrator and to Class  
24 Counsel in an Excel spreadsheet via email.

25 34. Notice by First-Class Mail. Within ten (10) calendar days after receiving the  
26 Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class  
27 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
28 identified in the Class List.

1           35.     Confirmation of Contact Information in the Class List. Prior to mailing, the  
2 Settlement Administrator will perform a search based on the National Change of Address  
3 Database for information to update and correct for any known or identifiable address changes.  
4 Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the  
5 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding  
6 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing  
7 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will  
8 promptly attempt to determine the correct address using a skip-trace, or other search using the  
9 name, address and/or Social Security number of the Class Member involved and will then  
10 perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet,  
11 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)  
12 calendar days, or (b) the Response Deadline to postmark a Request for Exclusion or an objection  
13 to the Settlement.

14           36.     Notice Packets. All Class Members will be mailed a Notice Packet that is  
15 consistent with the Settlement Agreement. In compliance with Cal. Rules of Court, rule  
16 3.766(d), each Notice Packet will provide: (a) information regarding the nature of the Action,  
17 including the basic contentions or denials of the Parties; (b) a summary of the Settlement's  
18 principal terms; (c) the Settlement Class definition; (d) the total number of workweeks that each  
19 respective Class Member worked during the Class Period; (e) each Class Member's estimated  
20 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;  
21 (f) the dates which comprise the Class Period; (g) a statement that the Court will exclude the  
22 Class Member from the class if the Class Member so requests by a specified date; (h)  
23 instructions on the procedure for submitting valid Requests for Exclusion, or Notices of  
24 Objection; (i) the deadlines by which the Class Member must postmark, fax, or e-mail Requests  
25 for Exclusions or Notices of Objection to the Settlement; (j) the claims to be released, as set forth  
26 herein, and a statement that the judgment, whether favorable or not, will bind all members who  
27 do not request exclusion; (k) a statement that any member who does not request exclusion may,  
28 if the member so desires, enter an appearance through counsel; and (l) the date for the final

1 approval hearing. The notice will also reflect the Court’s social distancing procedures for  
2 attendance at hearings and review of court files. The Notice Packets will contain document in  
3 substantially the same form as Exhibit A.

4 37. Disputed Information in Notice Packets. Class Members will have an opportunity  
5 to dispute the information provided in their Notice Packets. To the extent Class Members  
6 dispute the number of workweeks to which they have been credited or the amount of their  
7 estimated Individual Settlement Payment, Class Members may produce evidence to the  
8 Settlement Administrator by fax, e-mail, or U.S. Mail, within the Response Deadline, showing  
9 that such information is inaccurate. Absent evidence rebutting Defendant’s records, Defendant’s  
10 records will be presumed determinative. However, if a Class Member produces evidence to the  
11 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class  
12 Member and will make the final decision as to the number of eligible workweeks that should be  
13 applied and/or the Individual Settlement Payment to which the Class Member may be entitled.  
14 All such disputes are to be resolved not later than fourteen (14) calendar days after the Response  
15 Deadline.

16 38. Request for Exclusion Procedures. Any Class Member wishing to opt-out from  
17 the Settlement Agreement must sign and postmark or fax a written Request for Exclusion  
18 containing his/her full name, address, telephone number, and last four digits of his/her social  
19 security number to the Settlement Administrator within the Response Deadline. Further, this  
20 Request for Exclusion must affirmatively state in substance as follows: “I wish to be excluded  
21 from the *Veramendi v. Verizon* Class Action Settlement.” In the event the Request for Exclusion  
22 is deficient, the Settlement Administrator will send one (1) deficient letter to the Class Member  
23 within five (5) business days of receipt. The Class Member will have fifteen (15) calendar days  
24 to cure the deficiency from the date the deficient letter was mailed, or until the Response  
25 Deadline, whichever is later. The date of the postmark on the return mailing envelope, fax  
26 receipt confirmation, or e-mail date will be the exclusive means to determine whether a Request  
27 for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the  
28

1 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the  
2 Requests for Exclusion that were timely submitted.

3 39. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
4 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely  
5 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to  
6 the Released Claims, as well as any Judgment that may be entered by the Court if it grants final  
7 approval to the Settlement.

8 40. Objection Procedures. To object to the Settlement Agreement, Class Members  
9 must submit a written objection to the Settlement Administrator on or before the Response  
10 Deadline. The objection must contain the Class Member's name, address, telephone number,  
11 last four digits of his/her social security number and all legal and/or factual grounds for  
12 objection. The objection must also be signed by the Class Member and/or his/her attorney. At  
13 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class  
14 Members to submit written objections to the Settlement Agreement or appeal from the Order and  
15 Judgment. Class Counsel will not represent any Class Members with respect to any such  
16 objections to this Settlement. A Class Member who submits a timely and valid Request for  
17 Exclusion will be foreclosed from making any objection to the Settlement Agreement. Class  
18 Members may also lodge their objection by appearing at the Final Fairness and Approval  
19 Hearing, without the prior submission of a written objection.

20 41. Certification Reports Regarding Individual Settlement Payment Calculations.  
21 The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly  
22 report which certifies: (a) the number of Class Members who have submitted valid Requests for  
23 Exclusion and/or objections; and (b) whether any Class Member has submitted a challenge to  
24 any information contained in their Notice Packet. Additionally, the Settlement Administrator  
25 will provide to counsel for both Parties any updated reports regarding the administration of the  
26 Settlement Agreement as needed or requested.

27 42. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator  
28 to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar

1 days from the date of issuance. The Settlement Administrator will make reasonable efforts to  
2 locate and contact Participating Class Members who have not negotiated checks issued to them  
3 within the 180-day period. Within 21 days after the 180-day period to negotiate the checks  
4 expires, Settlement Administrator will prepare a declaration regarding the Settlement  
5 administration and the status of the uncashed checks. If a Participating Class Member's  
6 settlement share check is not cashed within 180 days after its last mailing to the Participating  
7 Class Member, the funds from such uncashed checks will be paid to the Controller of the State of  
8 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*  
9 *seq.*, for the benefit of those Participating Class Members who did not cash their checks, until  
10 such time that they claim their property. The Parties agree that this disposition results in no  
11 "unpaid residue" under California Code of Civil Procedure § 384. Participating Class Members  
12 who fail to negotiate their check(s) in a timely fashion shall, like all Participating Class  
13 Members, remain subject to the terms of the judgment.

14 43. Certification of Completion. Upon completion of administration of the  
15 Settlement, the Settlement Administrator will provide a written declaration under oath to certify  
16 such completion to the Court and counsel for all Parties.

17 44. Tax Treatment of Individual Settlement Payments. All Individual Settlement  
18 Payments will be allocated as 50 percent wages that will be reported on an IRS Form W-2 and  
19 fifty percent penalties that will be reported on an IRS Form-1099 by the Settlement  
20 Administrator.

21 45. Administration of Taxes by the Settlement Administrator. The Settlement  
22 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and  
23 Class Counsel a W-2, 1099 or other tax forms as may be required by law for all amounts paid  
24 pursuant to this Settlement. The Settlement Administrator will also be responsible for  
25 forwarding all payroll taxes and penalties to the appropriate government authorities.

26 46. Tax Liability. The Parties make no representation as to the tax treatment or legal  
27 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are  
28 not relying on any statement, representation, or calculation by the Parties or by the Settlement

1 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree  
2 that except for Defendant's payment of the employer's portion of any payroll taxes, they will be  
3 solely responsible for the payment of any taxes and penalties assessed on the payments described  
4 herein.

5 47. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
6 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
7 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
8 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
9 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
10 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
11 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
13 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31  
14 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
15 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
16 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
17 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
24 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
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1 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
2 AGREEMENT.

3 48. No Prior Assignments. The Parties and their counsel represent, covenant, and  
4 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
5 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
6 demand, action, cause of action, or right herein released and discharged.

7 49. Release by Class Members Who Do Not Opt Out. Upon the Effective Date, all  
8 Class Members who do not timely opt out (“Releasors”) will release and forever discharge the  
9 Released Parties of and from any and all Released Claims. Releasors will release the Released  
10 Claims on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents,  
11 assigns, and any entities or businesses in which any of them have a controlling ownership  
12 interest. Releasors shall be enjoined from filing any claims that arose during the Class Period  
13 with the California Department of Labor Standards Enforcement or initiating any other  
14 proceedings regarding the Released Claims that arose during the Class Period.

15 50. Release of Additional Claims & Rights by Plaintiffs. Upon the Effective Date,  
16 and as a condition of receiving any portion of their Class Representative Enhancement Payments,  
17 Plaintiffs will agree to the additional following General Release: In consideration of  
18 Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully release the  
19 Released Parties from any and all Released Claims and also generally release and discharge the  
20 Released Parties from any and all claims, demands, obligations, causes of action, rights, or  
21 liabilities of any kind which have been or could have been asserted against the Released Parties  
22 arising out of or relating to Plaintiffs’ employment by Defendant or termination thereof,  
23 including but not limited to claims for wages, restitution, penalties, retaliation, defamation,  
24 discrimination, harassment, or wrongful termination of employment. This release specifically  
25 includes any and all claims, demands, obligations, and/or causes of action for damages,  
26 restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement  
27 Agreement) relating to or in any way connected with the matters referred to herein, whether or  
28 not known or suspected to exist, and whether or not specifically or particularly described herein.

1 Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section  
2 1542, which provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
4 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
5 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
6 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR  
7 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8 51. Increase to Class Settlement Amount. In the event that (a) the Court does not  
9 finally approve the Settlement as provided herein, or (b) the Court in this Action directly or  
10 indirectly modifies or affects the Maximum Settlement Amount to be paid by Defendant  
11 pursuant to this Agreement, then Defendant shall have the absolute discretionary right to  
12 terminate the Settlement and this Agreement through written notice to Class Counsel within  
13 fourteen (14) days of receipt of notice of such ruling. The Parties agree that should the Court  
14 modify the Agreement in such a way that would otherwise cause Defendant to terminate the  
15 Agreement, the Parties will, within the above indicated fourteen (14) day period, meet and confer  
16 in a good faith attempt to reach agreement and thereby preserve the Agreement. In the event that  
17 the disclosed number of workweeks worked by Class Members from January 18, 2013 to June  
18 11, 2020, *i.e.*, 535,741, increases by more than ten percent (10%) during that same time frame,  
19 then the Class Settlement Amount shall be increased by a percentage equal to the increased  
20 percentage of less ten percent (10%). For example, if the workweeks increase by 11 percent, or  
21 58,932, Defendant would increase the Class Settlement Amount by 1 percent (1%), or \$22,950.

22 52. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
23 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
24 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
25 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for  
26 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
27 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the  
28 Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth



1 the terms of this Settlement, and will include the proposed Notice Packet; i.e., the proposed  
2 Notice of Class Action Settlement document and Request for Exclusion, attached as Exhibit A.  
3 Class Counsel will be responsible for drafting all documents necessary to obtain preliminary  
4 approval.

5       53.     Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of  
6 the deadlines to postmark Requests for Exclusion, or objections to the Settlement Agreement,  
7 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be  
8 conducted to determine the Final Approval of the Settlement Agreement along with the amounts  
9 properly payable for: (a) Attorneys' Fees and Litigation Costs; (b) Settlement Administration  
10 Costs; (c) Class Representative Enhancement Payments; and (d) Individual Settlement Payments.  
11 The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar  
12 days after the Response Deadline. Class Counsel will be responsible for drafting all documents  
13 necessary to obtain final approval. Class Counsel will also be responsible for drafting the  
14 attorneys' fees and costs application to be heard at the Final Approval/Settlement Fairness  
15 Hearing. In the event the date or location of the Final Approval/Settlement Fairness Hearing  
16 changes from what is set forth in the Notice Packets, the Settlement Administrator shall post the  
17 new date to the settlement website.

18       54.     Judgment and Continued Jurisdiction. Upon final approval of the Settlement by  
19 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
20 Judgment to the Court for its approval. After entry of the Judgment, the Court will have  
21 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement  
22 of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment  
23 matters as may be appropriate under court rules or as set forth in this Settlement.

24       55.     Notice of Final Judgment. There will be no settlement website or publication  
25 notice. Notice of the Final Judgment will be posted on Settlement Administrator's website.

26       56.     Exhibits Incorporated by Reference. The terms of this Settlement include the  
27 terms set forth in any attached Exhibit, which are incorporated by this reference as though fully  
28 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

1           57.    Communications. The Parties and their counsel agree that they will not issue any  
2 press releases, initiate any contact with the press, respond to any press inquiry, or have any  
3 communication with the press about the fact, amount, or terms of the Settlement. Class Counsel  
4 will not utilize the settlement in any way in their marketing or advertising materials or websites.  
5 Notwithstanding the above, Class Counsel may communicate with Class Members for purposes  
6 of the Settlement, and may refer to the settlement in adequacy of counsel declarations. Class  
7 Counsel will meet and confer with counsel for Defendant in advance of any proposed mass  
8 communications with Class Members. Nothing herein shall prohibit any of the parties from  
9 disclosing information relating to the Settlement as required by law.

10           58.    Entire Agreement. This Settlement Agreement and any attached Exhibits  
11 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous  
12 written or oral agreements may be deemed binding on the Parties.

13           59.    Amendment or Modification. This Settlement Agreement may be amended or  
14 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
15 interest.

16           60.    Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
17 warrant and represent they are expressly authorized by the Parties whom they represent to  
18 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be  
19 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to  
20 execute any other documents required to effectuate the terms of this Settlement Agreement. The  
21 Parties and their counsel will cooperate with each other and use their best efforts to affect the  
22 implementation of the Settlement. If the Parties are unable to reach agreement on the form or  
23 content of any document needed to implement the Settlement, or on any supplemental provisions  
24 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
25 assistance of the Court to resolve such disagreement.

26           61.    Binding on Successors and Assigns. This Settlement Agreement will be binding  
27 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
28 defined.

1           62.    California Law Governs. All terms of this Settlement Agreement and Exhibits  
2 hereto will be governed by and interpreted according to the laws of the State of California.

3           63.    Execution and Counterparts. This Settlement Agreement is subject only to the  
4 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
5 counterparts, including by DocuSign. All executed counterparts and each of them, including  
6 facsimile or DocuSigned signatures and scanned copies of the signature page, will be deemed to  
7 be one and the same instrument.

8           64.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties  
9 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action  
10 and have arrived at this Settlement after arm's-length negotiations with an experienced and well-  
11 respected mediator and in the context of adversarial litigation, taking into account all relevant  
12 factors, present and potential. The Parties further acknowledge that they are each represented by  
13 competent counsel and that they have had an opportunity to consult with their counsel regarding  
14 the fairness and reasonableness of this Settlement.

15           65.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
16 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest  
17 extent possible consistent with applicable precedents so as to define all provisions of this  
18 Settlement Agreement valid and enforceable.

19           66.    Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
20 class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class  
21 Counsel may appeal any reduction in the Attorneys' Fees and Litigation Costs below the amount  
22 they request from the Court, and either party may appeal any court order that materially alters the  
23 Settlement Agreement's terms.

24           67.    Class Action Certification for Settlement Purposes Only. The Parties agree to  
25 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
26 Settlement is not approved, the stipulation to class certification will be void. The Parties further  
27 agree that certification for purposes of the Settlement is not an admission that class action  
28 certification is proper under the standards applied to contested certification motions and that this

1 Settlement Agreement will not be admissible in this or any other proceeding as evidence that  
2 either (a) a class action should be certified, or (b) Defendant is liable to Plaintiffs or any Class  
3 Member, other than according to the Settlement's terms.

4 68. Captions. The captions and section numbers in this Settlement Agreement are  
5 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope  
6 or intent of the provisions of this Settlement Agreement.

7 69. Waiver. No waiver of any condition or covenant contained in this Settlement  
8 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
9 to imply or constitute a further waiver by such party of the same or any other condition,  
10 covenant, right or remedy.

11 70. Enforcement Action. In the event that one or more of the Parties institutes any  
12 legal action or other proceeding against any other Party or Parties to enforce the provisions of  
13 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party  
14 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
15 fees and costs, including expert witness fees incurred in connection with any enforcement  
16 actions.

17 71. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
18 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not  
19 be construed more strictly against one party than another merely by virtue of the fact that it may  
20 have been prepared by counsel for one of the Parties, it being recognized that, because of the  
21 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of  
22 this Settlement Agreement.

23 72. Representation By Counsel. Plaintiffs and Defendant acknowledge that they have  
24 been represented by counsel throughout all negotiations that preceded the execution of this  
25 Settlement Agreement, and that this Settlement Agreement has been executed with the consent  
26 and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and  
27 represent that there are no liens on the Settlement Agreement.

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73. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

74. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.


75. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

Dated: 12/28/2020

The Markham Law Firm  
  
\_\_\_\_\_

By: David R. Markham  
One of the Attorneys for Plaintiffs Deanna Veramendi and Mathew Chesser

Dated: 12/28/20


United Employees Law Group  
  
\_\_\_\_\_

By: Walter L. Haines  
One of the Attorneys for Plaintiffs Deanna Veramendi and Mathew Chesser

Dated: Dec 28, 2020

  
Deanna Veramendi  
Plaintiff

Dated: Dec 28, 2020

  
Mathew Chesser  
Plaintiff

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Dated: 1/4/21

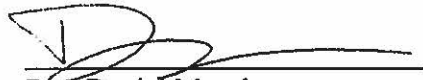
Jones Day



By: Brian M. Jorgensen  
One of the Attorneys for Defendant  
AIRTOUCH CELLULAR D/B/A VERIZON  
WIRELESS

Dated: 12/30/20

AirTouch Cellular d/b/a Verizon Wireless



By: Daniel Murphy  
Authorized Signatory

NAI-1513778719v3