



**FILED**  
San Francisco County Superior Court

OCT 14 2020

CLERK OF THE COURT  
BY: [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT 613

JOSEPHINA VALDEZ, an individual, on behalf  
of herself and all others similarly situated,

Plaintiff,

v.

PRO UNLIMITED, INC., a New York  
corporation; PRO UNLIMITED GLOBAL  
SOLUTIONS, INC., a Delaware Corporation;  
GENENTECH USA, INC., a Delaware  
Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-19-574146

ORDER GRANTING PLAINTIFF'S  
UNOPPOSED SECOND SUPPLEMENTAL  
MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT

Plaintiff Josephina Valdez ("Plaintiff") and Defendants Pro Unlimited, Inc. and Genentech USA, Inc. ("Defendants") have entered into the proposed Class Action Release and Settlement Agreement (filed Aug. 27, 2020) ("Settlement Agreement"), which, if approved, would resolve the putative class action. Plaintiff has filed a motion for preliminary approval of class action settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court finds and orders as follows:

1. The Court has jurisdiction over this matter and venue is proper.

1           2.     This Action is provisionally certified as a class action, for settlement purposes only,  
2 pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The  
3 Settlement Class is defined as follows:

4           “All persons who are or have been employed by Defendants as non-exempt hourly  
5 employees in the State of California between February 28, 2015 and the date the Court grants  
6 preliminary approval of the settlement (“Class Period”), who worked for Defendants as  
7 Pharma/Biotech/Med also referred to as Consultant Case Manager in California or a position  
8 with similar duties and/or job titles.”

9           3.     The Court conditionally approves the proposed settlement as within the range of  
10 possible final approval.

11           4.     The Court conditionally appoints The Markham Law Firm and United Employees  
12 Law Group as Class Counsel.

13           5.     The Court preliminarily appoints the named plaintiff Josephina Valdez as Class  
14 Representative for the Settlement Class.

15           6.     The Court preliminarily finds, for purposes of this Settlement only, that the Class  
16 Representative and Class Counsel fairly and adequately represent and protect the interests of the  
17 absent Settlement Class Members.

18           7.     The Court approves and appoints CPT Group, Inc. (“CPT”) to serve as the  
19 Settlement Administrator and directs CPT to carry out all duties and responsibility of the  
20 Settlement Administrator specified in the Settlement Agreement.

21           8.     Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner  
22 of class notice set forth in the Settlement Agreement. The Court approves the form and content of  
23 the notice form substantially in the form proposed by counsel as follows: Class Notice (“Notice”),  
24 attached as Exhibit 1. The Court finds that the Notice constitutes the best notice practicable under  
25 the circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of  
26 the action, preliminary certification of the Settlement Class, the terms of the Settlement,  
27 procedures for objecting to the settlement, and time and place of the Final Approval Hearing. The  
28 proposed manner of class notice satisfies the requirements of due process, and complies with  
applicable law, including California Code of Civil Procedure Section 382 and California Rule of

1 Court 3.769. Class Counsel shall update and fill in all blanks, including all highlighted dates,  
2 addresses and websites prior to the mailing of the Notice.

3 9. The Court directs the mailing of the Court approved Class Notice via U.S. First  
4 Class mail to the Class Members in accordance with the schedule and procedures set forth in the  
5 Settlement.

6 a. Within five (15) calendar days of the entry of this Order, Defendants will provide  
7 the Settlement Administrator a complete database report showing:

8 i. the names, last known address, and social security numbers of each Class  
9 Member; and

10 ii. data showing each Class Member's hire date and termination date (if  
11 applicable), and number of work weeks as defined in Section 6.1(a) of the  
12 Settlement Agreement, while working for Defendants in California as a  
13 non-exempt, hourly-paid employee during the Class Period.

14 b. The Settlement Administrator shall mail to Class Members' last known address the  
15 Class Notice within thirty (30) calendar days after the entry of the Preliminary  
16 Approval Order. If a mailing is returned as undeliverable to a Class Member, then  
17 the Settlement Administrator will use reasonable efforts, as set forth in the  
18 Settlement, to obtain a valid current address for that Settlement Class member, and  
19 shall send, by first-class mail, a second copy of the mailing to the Class Member.

20 10. Class Members may request exclusion from the Settlement Class by submitting a  
21 Request for Exclusion as set forth in the Settlement Agreement. In order to be valid, the Request  
22 for Exclusion must be postmarked, faxed, or emailed no later than sixty (60) days after the date the  
23 Class Notice was first mailed. This date is extended from the date of re-mailing by the equivalent  
24 amount of time which has elapsed in the sixty (60) day period at the time of re-mailing if the notice  
25 is returned as undeliverable, and skip trace procedures are performed as provided by the  
26 Settlement Agreement. Any Settlement Class Member who submits a valid and timely Request for  
27 Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the  
28

1 Settlement or have any right to object, appeal or comment thereon. Settlement Class Members  
2 who fail to submit a valid and timely Request for Exclusion shall remain Class Members and shall  
3 be bound by all terms of the Settlement and any Final Judgment.

4 11. Settlement Class Members who do not submit a Request for Exclusion may object  
5 to the Settlement and appear at the Final Approval Hearing to show cause why the proposed  
6 Settlement should not be approved, Judgment in the Class Action should not be entered, and to  
7 present any opposition to the application of Class Counsel for attorneys' fees, costs and expenses,  
8 or the Class Representative's Enhancement Award. In order to object to the proposed Settlement,  
9 the Settlement Class Member may postmark, fax or email an objection stating the basis for the  
10 objection to the Settlement Administrator no later than sixty (60) days after the date the Class  
11 Notice was first mailed. This date is extended from the date of remailing by the equivalent amount  
12 of time which has elapsed in the sixty (60) day period at the time of remailing if the notice is  
13 returned as undeliverable, and skip trace procedures are performed as provided by the Settlement  
14 Agreement. The objecting party may also appear personally or through counsel at the Final  
15 Approval Hearing, whether or not the objecting party had filed a written objection, but no  
16 appearance is required for an objection to be considered by the Court. Any Settlement Class  
17 Member who does not make his or her objection in the manner provided for herein shall be  
18 deemed to have waived such objection and shall forever be foreclosed from making any objection  
19 to the fairness or adequacy of the proposed Settlement Agreement or to the award of attorneys'  
20 fees and costs and expenses to Class Counsel and/or the Enhancement Award to Class  
21 Representative unless otherwise ordered by the Court. Plaintiff and/or Defendants may file  
22 oppositions to any properly filed objections within the time period set by the Court.

23 12. The following dates shall govern for the purpose of this Settlement.

<b>Schedule for Execution of Settlement</b>	
No later than fifteen calendar (15) calendar days after the entry of this Order [by October 29, 2020]	Last day for Defendants to provide class information to Settlement Administrator.

1	No more than thirty (30) calendar days after the entry of this Order [by November 14, 2020]	Last day for Settlement Administrator to mail Class Notice to Class Members.
2		
3	No more than sixty (60) days after mailing of Class Notice [on or before January 14, 2021, unless extended by re-mailing]	Last day to object to or opt out of the Settlement.
4		
5	No more than ninety (90) days after mailing of Class Notice [on or before February 14, 2021, unless extended by re-mailing]	Last day to dispute the calculated number of workweeks to the Settlement Administrator.
6		
7	No later than twenty-one (21) days prior to the Final Approval Hearing [by March 2, 2021], or seven (7) days prior to Plaintiffs' submission of the motions for final approval and for approval of fees and costs[by February 22, 2021], whichever is earlier.	The Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration attesting to completion of the notice process.
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11	No later than sixteen (16) court days before the Final Approval Hearing [by March 1, 2021]	Last day to file papers in support of the Settlement and any application for reimbursement of attorneys' fees and expenses, the Class Representative's Enhancement Award, and any expenses associated with or incurred by the Settlement Administrator.
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15	No later than ten (10) days before the Final Approval Hearing [by March 13, 2021]	Last day to file an appeal regarding the Settlement Administrator's determination on any dispute submitted to the Settlement Administrator, as provided by Section 15 of the Settlement Agreement.
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18	No later than five (5) court days before the Final Approval Hearing [by March 16, 2021].	Last day for Plaintiff's counsel and/or Defendants' counsel to file a response to any properly filed objection to the settlement by a Class Member.
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21	March 23, 2021 at 9:00 a.m.	Final Approval Hearing.

15. The Court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class Members.

16. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); (iii) Plaintiff or Defendants elect to void the Settlement as provided under

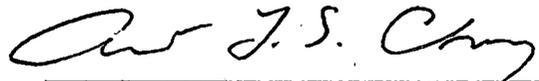
1 the terms of the Settlement Agreement; or (iv) the Settlement does not become final for any other reason,  
2 the Settlement and related Class shall be null and void and any order or judgment entered by this Court in  
3 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the Parties and  
4 any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date  
5 and time immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects  
6 as if the Settlement Agreement had not been executed.

7 17. If, for any reason, the Settlement Agreement is not finally approved or does not become  
8 effective, this Order Granting Preliminary Approval shall be deemed vacated and shall have no force or  
9 effect whatsoever, and the Action shall proceed as if no settlement had been attempted.

10 18. Pending the final determination of whether the settlement should be approved, all  
11 proceedings in this Action, except as may be necessary to implement the settlement or comply  
12 with the terms of the settlement, are hereby stayed.

13 IT IS SO ORDERED.

14 Dated: October 14, 2020



15 ANDREW Y.S. CHENG  
16 Judge of the Superior Court  
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# **EXHIBIT 1**

**THIS NOTICE AFFECTS YOUR RIGHTS.**

**PLEASE READ IT CAREFULLY.**

**YOU MAY BE ENTITLED TO MONEY UNDER THIS SETTLEMENT.**

Notice is hereby given that a proposed settlement (the "Settlement") of the above-captioned class action lawsuit has been reached by the Named Plaintiff Josephina Valdez ("Named Plaintiff") and Defendants Pro Unlimited, Inc. and Genentech USA, Inc. ("Defendants"). The proposed Settlement has been granted preliminary approval by the Superior Court of California, County of San Francisco.

The proposed Settlement will resolve all claims against the Defendants in the above-captioned lawsuit (the "Action"). A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on [insert date of Final Approval Hearing] to determine whether the Settlement should receive the Court's final approval. **Because your rights may be affected, it is extremely important that you read this Notice carefully. You do not need to do anything to participate in the Settlement. If you do not want to participate in the Settlement, you must opt-out of the Settlement by no later than [insert opt-out deadline].**

**YOUR LEGAL RIGHTS AND OPTIONS REGARDING THIS SETTLEMENT:**

<b><u>Option</u></b>	<b><u>More Information</u></b>	<b><u>Deadline</u></b>
<b>Do Nothing and Receive Money Under the Settlement</b>	If you do nothing, and if the Court grants final approval of the Settlement, you will receive payment as estimated in Section 3. For more information see Section 5(a).	N/A
<b>Dispute Your Number of Total Workweeks</b>	If you disagree with the total number of Workweeks calculated for you in Section 3, you may dispute the calculation. For more information see Section 5(b).	Deadline: <b>[Insert Date]</b>
<b>Opt-out</b>	If you do not want to settle claims in accordance with the Settlement, you can request exclusion from the Settlement Class. For more information see Section 5(c).	Deadline: <b>[Insert Date]</b>
<b>Object</b>	If you do not opt-out of the Settlement Class, you may object to the Settlement. For more information see Section 5(d).	Deadline: <b>[Insert Date]</b>
<b>Update Your Address</b>	If your address changes, or is different from the address on the Notice envelope, promptly notify the Settlement Administrator. For more information see Section 12.	Deadline: <b>[Insert Date]</b>

**1. PURPOSE OF THIS NOTICE.**

The Superior Court of California, County of San Francisco has ordered that this Notice be sent to you because you have been identified as a potential member of the Settlement Class. The Class Period is from February 28, 2015 through [insert date], the date on which the Court entered an Order Granting Preliminary Approval ("Class Period").

The Settlement Class is defined as follows: All persons who are or have been employed by Defendants as non-exempt hourly employees in the State of California between February 28, 2015 and the date the Court grants preliminary approval of the settlement (“Class Period”), who worked for Defendants as Pharma/Biotech/Med also referred to as Consultant Case Manager in California or a position with similar duties and/or job titles. The Court granted preliminary approval of the Settlement on [insert date].

Receipt of this Notice means that you are in the Settlement Class and that you are entitled to share in the proceeds from the proposed Settlement. The purpose of this Notice is to: (a) provide a brief description of the Action; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Action and the Settlement.

## 2. DESCRIPTION OF THE ACTION.

In the Operative Complaint, Named Plaintiff seeks injunctive relief, damages, penalties, attorneys’ fees, costs and any other further relief deemed appropriate by the Court by alleging that Defendants failed to pay all regular and overtime wages and also failed to provide legally-required meal and rest periods, failed to timely pay wages due at termination, failed to provide timely and accurate wage statements, violated the Private Attorneys General Act of 2004 (“PAGA”), and engaged in unfair competition.

Defendants deny each and every allegation asserted in the Action and asserts that they have no liability for the claims of Plaintiff or the Class. A copy of the most recent version of the Complaint may be found on the Settlement Administrator’s website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

The Superior Court of California, County of San Francisco has made no ruling on the merits of Plaintiff’s claims or Defendants’ defenses. The Court has preliminarily approved the proposed Settlement of the Action. For purposes of this Settlement only, the Court appointed Class Counsel to represent the Settlement Class Members in this Action.

The Court will decide whether to give final approval to the Settlement at a hearing scheduled for [insert date of Final Approval Hearing], 2020.

Attorneys for the Settlement Class (“Class Counsel”) in the Action are:

The Markham Law Firm  
David R. Markham  
[dmarkham@markham-law.com](mailto:dmarkham@markham-law.com)  
Maggie Realin  
[mrealin@markham-law.com](mailto:mrealin@markham-law.com)  
Lisa Brevard  
[lbrevard@markham-law.com](mailto:lbrevard@markham-law.com)  
750 B Street, Suite 1950  
San Diego, California 92101  
Telephone: (619) 399-3995  
Fax: (619) 615-2067

United Employees Law Group  
Walter L. Haines  
[walter@whaines.com](mailto:walter@whaines.com)  
5500 Bolsa Avenue, Suite 201  
Huntington Beach, California 92649  
Telephone: (888) 474-7242  
Fax: (562) 256-1006

Attorneys for Defendants in this Action are:

### Counsel to PRO Unlimited, Inc.

Carothers Disante & Freudenberger LLP  
Alison L. Tsao  
[atsao@cdflaborlaw.com](mailto:atsao@cdflaborlaw.com)  
M. Leah Cameron  
[lcameron@cdflaborlaw.com](mailto:lcameron@cdflaborlaw.com)  
Candace Desbaillets  
[cdesbaillets@cdflaborlaw.com](mailto:cdesbaillets@cdflaborlaw.com)  
600 Montgomery Street, Suite 440  
San Francisco, California 94111  
Telephone: (415) 981-3233  
Fax: (949) 622-1669

### Counsel to Genentech USA, Inc.

Orrick, Herrington & Sutcliffe LLP  
Jessica R. Perry  
[jperry@orrick.com](mailto:jperry@orrick.com)  
Hannah M. Ghaffari  
[hannah.ghaffari@orrick.com](mailto:hannah.ghaffari@orrick.com)  
Allison Riechert Giese  
[agiiese@orrick.com](mailto:agiiese@orrick.com)  
1000 Marsh Road  
Menlo Park, California 94025-1015  
Telephone: (650) 614-7400  
Fax: (650) 614-7401

**3. WHAT YOU MAY BE ENTITLED TO UNDER THE SETTLEMENT**

According to the settlement formula, your share of the Settlement will be based on the number of Workweeks from February 28, 2015 until [date of preliminary approval]. (A "Workweek" is defined as a week where a Class Member worked any day of that week, but does not include leaves of absence (if any)).

The individual settlement payment to a Settlement Class Member will be calculated by dividing the total number of Workweeks attributed to the Settlement Class Member worked during the Class Period by total number of Workweeks during the Class Period attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Workweeks ÷ Total Settlement Class Workweeks) x Net Settlement Amount.

According to Defendants' records, you worked \_\_\_\_\_ Workweeks during the Class Period. There is estimated to be a Total of \_\_\_\_\_ Workweeks worked by all members of the Settlement Class. The Net Settlement Amount is estimated to be \$\_\_\_\_\_.<sup>1</sup>

Based on the settlement formula described above, your estimated total distribution will be approximately \$\_\_\_\_\_.

**4. SETTLEMENT ADMINISTRATOR**

CPT Group, Inc. has been appointed the Settlement Administrator. Among its responsibilities, the Settlement Administrator issues this Notice, communicates with class members, and establishes the settlement fund for payment to participating class members.

The Settlement Administrator is a neutral-third party appointed to perform these responsibilities in maintaining and distributing the settlement fund. The Parties and Parties' Attorneys do not have any responsibility over the calculation of distribution amounts or distribution of settlement funds to class members.

**5. YOUR OPTIONS**

If you fit the above description of the Settlement Class, you have several options that are explained below. Each option will affect your rights, which you should understand before making your decision.

**(a) You Can Do Nothing and Receive Money under the Settlement.**

You do not need to do anything if you want to receive benefits under the Settlement. If you do nothing, and if the Court grants final approval of the Settlement on or after [insert date of Final Approval Hearing], you will receive payment as estimated in Section 3, above. **If you choose to do nothing and accept the Settlement, you will be bound by the terms of the Settlement Agreement, including the release of claims described in section 8, below.**

**You will have 180 days after issuance to cash your settlement check.** If you do not cash your check within this time period, then the Settlement Administrator will send the funds represented by the unredeemed check in your name to the California Controller's Office Unclaimed Property Division. In no event shall any of the funds revert to Defendants.

**(b) You Can Dispute the Number of Total Workweeks for Which You Have Been Credited by [insert dispute deadline].**

If you disagree with the total number of Workweeks calculated for you in Section 3, above, you may dispute the calculation. If you dispute the number of Workweeks, it is your responsibility to supply information, such as payroll and/or human resources documents, confirming the error in the calculation or Defendants' records. If you choose to dispute the calculation, you must send a written dispute, along with any evidence you have to support your calculation of Workweeks, to the Settlement Administrator.

You must submit your written dispute to the Settlement Administrator by one of the following methods by **[insert dispute deadline]**:

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<sup>1</sup> The final amount of your settlement share will be calculated based upon the final Net Settlement Amount and the final Total Number of Workweeks worked by the Settlement Class.

**By Mail:** [NAME]  
[address]  
**By Fax:** (XXX) XXX-XXXX  
**By Email:** \_\_\_\_\_@\_\_\_\_\_

In order to be timely, any dispute must be sent to the Settlement Administrator on or before [insert dispute deadline], 2020. If you timely dispute the total number of Workweeks listed in Section 3, above, the dispute shall be submitted to the Settlement Administrator, who shall examine the records and either verify the calculation or provide a corrected calculation. The Settlement Administrator will make every effort to resolve any such disputes within ten (10) business days upon receipt of the dispute. The Settlement Administrator will notify you of the resolution of your dispute by mail, and if you submitted your dispute by email, the Settlement Administrator will also notify you by message to that email address. The Settlement Administrator's determination of disputes will be final, unless you appeal the Settlement Administrator's decision to the Court. Any such appeal must be filed directly with the Court, at the following address, by [insert date ten (10) days prior to the final approval hearing].

Superior Court of California  
County of San Francisco  
Complex Civil Litigation, Department 613  
400 McAllister St.  
San Francisco, CA 94102

**(c) You Can Opt Out of the Class by [insert response deadline].**

If you do not want to settle claims in accordance with the Settlement, you can request exclusion from the Settlement Class (i.e., opt out) by doing all of the following on or before [insert response deadline], 2020:

1. Prepare a written statement with all of the following items printed: your full name, your current mailing address, your phone number, the current date, the case name and/or case number, and an affirmative statement saying words to the effect that, "I choose to opt out of the *Pro Unlimited and Genentech* class action settlement."
2. Sign the statement.
3. Mail the statement to the Settlement Administrator at [administrator address], above by (1) U.S. Mail postmarked no later than [insert response deadline], or (2) by fax to (XXX) XXX-XXXX no later than [insert response deadline], or (3) by -email at \_\_\_\_\_@\_\_\_\_\_ no later than [insert response deadline].

Requests for exclusion that do not include all required information, or that are not postmarked on or before the deadline, will be deemed null, void, and ineffective. If you timely submit a request for exclusion but it is deficient because it does not contain all required information, the Settlement Administrator will notify you about the deficiency so that you will have an opportunity to correct it. You will be notified within three (3) business days of when the Parties inform the Settlement Administrator that the Request for Exclusion is deficient. In this case, you will have an additional amount of time as specified by the Settlement Administrator pursuant to the Settlement Agreement to correct the deficiency and timely resubmit your request for exclusion.

If you exclude yourself from the class, you will not be considered a member of the Settlement Class, you will not receive any benefits under the Settlement, and you will be barred from objecting to the Settlement. If you both object and opt-out of the settlement, the opt out will be deemed valid and the objection will be deemed invalid. By opting out of the class, you will retain whatever rights or claims you may have, if any, against the Defendants.

**(d) You Can Object to the Settlement by [insert response deadline].**

If you are a Class Member who does not opt out of the class, you may object to the Settlement, personally or through an attorney, at your own expense, by submitting your written objection with the Settlement Administrator in which you state the basis of your objection, and any papers and briefs in support of your position and verifying your membership in the Class.

To submit the objection, mail the written objection to the Settlement Administrator at [administrator address]), above by (1) U.S. Mail postmarked no later than [insert response deadline], or (2) by fax to (XXX) XXX-XXXX no later than [insert response deadline], or (3) by -email at \_\_\_\_\_@\_\_\_\_\_ no later than [insert response deadline].

All written objections must be signed and should include the name and case number of the Action, your full name, and your current address and telephone number. Your written objection must clearly explain why you object to the Settlement.

If you timely submit an objection but it is deficient because it does not contain all required information, the Settlement Administrator will notify you about the deficiency so that you will have an opportunity to correct it. You will be notified within three (3) business days of when the Parties inform the Settlement Administrator that the objection is deficient. In this case, you will have an additional amount of time as specified by the Settlement Administrator pursuant to the Settlement Agreement to correct the deficiency and timely resubmit your objection.

However, even if you do not submit a written objection in the manner and by the deadline specified above, you may appear, personally or through an attorney, at your own expense, at the Final Fairness and Approval Hearing to present your objection directly to the Court. If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Class Member who does not object.

## **6. SUMMARY OF TERMS OF SETTLEMENT AGREEMENT.**

The principal terms of the Settlement Agreement are summarized in this Notice. If you have any questions about the Settlement Agreement, please contact Class Counsel at the address, telephone numbers, or emails provided above.

### **(a) Establishment of the Gross Settlement Amount.**

Defendants shall pay a total of Four Hundred Thirty-Eight Thousand Dollars And No Cents (\$438,000.00) (“Gross Settlement Amount”). The Gross Settlement Amount shall be used to satisfy (1) the payments to all Settlement Class Members for all Released Claims (defined below), including, but not limited to, unpaid regular and overtime compensation, missed meal and rest period penalties, liquidated damages, restitution, penalties, interest, attorneys’ fees and costs, at any time between February 28, 2015 and [date of preliminary approval] (“Released Period”), by all members of the Settlement Class; (2) Plaintiff’s Counsels’ Fees and Costs; (3) the Class Representative Enhancement Award; (4) penalties to the Labor and Workforce Development Agency under PAGA; (4) the employer required payroll taxes and (5) the settlement administration costs. The Gross Settlement Amount will be distributed in accordance with the terms of this Agreement.

### **(b) Class Representative Enhancement Award.**

The Class Representative Enhancement Award will be paid out of the Gross Settlement Amount. Named Plaintiff Josephina Valdez will ask the Court to award no more than Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) in recognition of the role she played in obtaining the Settlement for the Class.

### **(c) Attorneys’ Fees and Costs.**

All attorneys’ fees and costs awarded by the Court to Class Counsel will be paid out of the Gross Settlement Amount. Class Counsel is asking the Court to award no more than One Hundred Forty-Four Thousand Five Hundred Forty Dollars and No Cents (\$144,540.00) in attorneys’ fees and no more than Twenty-Five Thousand Dollars And No Cents (\$25,000.00) in costs. Plaintiff and Class Counsel support this amount because of the benefits obtained by Class Counsel for Class Members.

### **(d) Payment to the California Labor and Workforce Development Agency**

The Settlement allocated Thirty Thousand Dollars and No Cents (\$30,000.00) of the settlement of the Private Attorneys General Act (“PAGA”) claims asserted in the Action. This means that, if the Settlement is approved, Twenty-Two Thousand Five Hundred Dollars and No Cents (\$22,500.00) of the Gross Settlement Amount will be paid to the California Labor and Workforce Development Agency. The remaining Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) allocated to the PAGA claims will be payable to the Net Settlement Amount for distribution to Settlement Class Members.

(e) **Settlement Administrator.**

The Settlement will be administered by CPT Group, Inc. The settlement administration costs, estimated at, Eleven Thousand Seven Hundred Fifty Dollars and No Cents (\$11,750.00), will be deducted from the Gross Settlement Amount.

7. **ALLOCATION OF PAYMENTS AND TAX MATTERS.**

(a) **Allocation of Payments.**

The Individual Settlement Payments for Settlement Class Members shall be characterized as fifty percent (50%) wages and fifty percent (50%) penalties and interest. The portion of the Settlement Payments deemed wages shall be reported on a W-2 and subject to the withholding of all applicable local, state, and federal income and employment taxes. The portion of the Individual Settlement Payments deemed interest or penalties will be reported on IRS Form 1099, or similar form, to the appropriate taxing authorities.

(b) **Tax Matters.**

Settlement Class members should consult with their tax advisors concerning the tax consequences of any payment they receive. No provision of the Settlement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended). You must rely exclusively upon your own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement. Your participation in this Settlement is not based upon the recommendation of any other party or any attorney or advisor to any other party. You are not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on you. No attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by you of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

8. **RELEASES.**

(a) **Release by Settlement Class Members.**

In this action, Plaintiff alleges she was not paid for time spent booting up her computer before the start of her shift. She also alleges that due to the customer call volume, she was unable to finish her shifts timely, but was not paid overtime wages for additional work, because Defendant discouraged overtime. Plaintiff also alleges the business calls would prevent her from taking timely and uninterrupted meal and rest breaks. As a result of these alleged violations, Plaintiff states her wage statements were not accurate, and she was not timely paid all wages owed to her when her employment terminated. If you do not opt-out, as a member of the Settlement Class, you will release Defendants from all claims for wages or penalties based on unpaid time, your meal or rest periods, or your wage statements, or any other potential claims that could have been raised based on the facts Plaintiff alleged in her complaint. The release applies to any claims between February 28, 2015 and [the date of preliminary approval]. A "release" of claims means that you will be barred from separately pursuing these claims against Defendants.

The full scope of the release language is contained below:

Upon entry of the final approval order and judgment, each member of the Settlement Class releases Defendants, and their present and former officers, directors, members, managers, employees, shareholders, agents, parents, subsidiaries, insurers and reinsurers, attorneys, accountants, auditors, operators, partners, joint venturers, successors, or assignees (the "Released Parties"), from any and all claims, causes of action, damages, civil and statutory penalties, interest, fines, debts, liens, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law or equity, whether known or unknown, suspected or unsuspected that existed or came into existence between February 28, 2015 and the [date of preliminary approval] of this Agreement by the Court, that were or could have been alleged based on the facts and claims pleaded in the Complaint, First Amended Complaint, and/or the LWDA Letter sent by Plaintiff on February 14, 2019, including but not limited to all claims for unpaid straight and overtime wages including but not limited to any "off-the-clock" work, time Class Members were "booting up" their computers, pre-shift or post-

shift work, time Class Members were logged into any Finesse system or similar computer/phone systems for which they were not paid, meal premiums for failure to provide compliant meal periods, rest premiums for failure to provide compliant rest periods, failure to provide and maintain accurate itemized wage statements, failure to pay all wages owed at time of termination, civil penalties (under the Labor Code or PAGA), statutory penalties, waiting time penalties, all statutory and common law causes of action referenced in the Action and corresponding provisions of the applicable Industrial Welfare Commission Wage Orders, including but not limited to (i) Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 227.3, 510, 558, 512, 1174, 1194, 1194(a), 1197, 1198, and 2698 et seq. (PAGA) (ii) failure to pay wages (including but not limited to overtime, double time, straight time, minimum wage, and/or off-the-clock time), (iii) failure to provide meal and rest break and associated premium payments, (iv) failure to provide and maintain accurate and itemized wage statements, (v) final pay, (vi) waiting time penalties, (vii) restitution, (viii) disgorgement, (ix) injunction, (x) civil penalties, (xi) statutory penalties, (xi) liquidated damages, (xii) any cause of action or claim under Business and Professions Code sections 17200, et seq. as it relates to the underlying Labor Code claims, (xiii) interest, (xiv) 29 C.F.R. 785.13, and (xv) costs and attorneys' fees ("Released Claims").

**(b) Release by Plaintiff Josephina Valdez.**

The Plaintiff, Josephina Valdez, will provide a broader "general" release of any claims against Defendants, including for any potential employment-related matter against Defendants which may be lawfully released.

The full text of Plaintiff's release language is provided below:

Plaintiff Josephina Valdez also agrees, that if the settlement is granted preliminary and final approval by the Court, commencing from the date of her execution of the Agreement, she agrees to generally release all claims she may have against Defendants and the Released Parties, including but not limited to those encompassed by the Released Claims described in Section 21.1 of this Agreement. As of the Effective Date, Plaintiff Josephina Valdez generally releases and forever discharges the Released Parties (as defined in Section 1.1) from any and all claims, actions, causes of action, sums of money due, attorneys' fees and costs, suits, debts, covenants, contracts, agreements, promises, demands, employee benefits, civil penalties, statutory penalties or other amounts, or liabilities whatsoever, whether known or unknown, which she has ever had, now have, or might in the future have, for any conduct (including alleged omissions) arising between her and the Released Parties through the date final judgment is entered in the Action. This release includes, but is not limited to, (1) violation of Title VII of the Civil Rights Act of 1964; (2) violation of any order or regulation issued by the California Industrial Welfare Commission; (3) violation of the Fair Employment and Housing Act; (4) violation of the California Constitution; (5) violation of the Americans with Disabilities Act; (6) violation of the California Labor Code including claims arising under the Private Attorneys General Act ("PAGA"); (7) breach of contract; (8) wrongful termination or other tort; and (9) violation of California Business and Professions Code section 17200 et seq., which have been or could have been brought against the Released Parties. This release specifically includes a waiver of all claims, known or unknown, to the greatest extent permitted by California Civil Code section 1542.

**9. OTHER INFORMATION ON TERMS OF THE SETTLEMENT**

The Settlement provides that if more than 10% of the Class Members choose to opt-out (not to participate in the Settlement) before the time that the settlement is finally approved by the Court, Defendants have the option to void this Settlement.

**10. FAIRNESS HEARING ON PROPOSED SETTLEMENT.**

You are not required to attend the Final Fairness and Approval Hearing ("Fairness Hearing") or file an objection, although you may do both. The Fairness Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, and Class Counsel's request for attorneys' fees and costs will be held on [insert date/time/location of fairness hearing]. The Fairness Hearing may be continued to another date without further notice. If you plan to attend the Fairness Hearing, you may contact the Settlement Administrator to confirm the date and time.

**11. ADDITIONAL INFORMATION.**

This Notice only summarizes the Action, the Settlement Agreement and related matters. For more information, and to access other documents related to this Settlement, please visit Settlement Administrator's website at [www.settlementadministrator.com](http://www.settlementadministrator.com). You may also inspect the Court file at the Office of County Clerk of the Superior Court of California, County of San Francisco, Complex Civil Litigation, located at 400 McAllister Street, San Francisco, CA 94102-4514. Documents related to the case and preliminary approval can also be found by searching the docket on the Court's website, located at <https://www.sfsuperiorcourt.org/online-services>. Accessing the Court's docket online is free and can be accessed by entering the Case Number (CGC 19-574146) into the "Case Query" feature, and selecting the "View" button to review documents.

Any questions regarding this Notice or Action may be sent to the Settlement Administrator at the above address, email address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, email address and telephone number set forth above.

**12. UPDATING YOUR CONTACT INFORMATION**

If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator **[insert settlement administrator contact information]**

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 14, 2020, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: October 14, 2020

T. Michael Yuen, Clerk

By:   
\_\_\_\_\_  
KEITH TOM, Deputy Clerk