

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

**THIS IS NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT**

**To: All former independent contractors, who allegedly should have been classified as employees, who worked for Defendant VoxelMaps, Inc. (“VoxelMaps”) in California as “Image and Data Collectors” from April 2, 2016 to the April 2, 2021:**

**OFFICIAL COURT NOTICE**

**IMPORTANT PLEASE READ CAREFULLY**

**YOU DO NOT NEED TO TAKE ANY ACTION TO BE PAID AS PART OF THIS SETTLEMENT AND YOU WILL BE PAID YOUR SETTLEMENT AMOUNT UNLESS YOU EXCLUDE YOURSELF**

**WHY IS THIS NOTICE BEING SENT TO YOU?**

1. This notice is to inform you that a proposed settlement in the class action lawsuit entitled *Holly La Luz, et al. v. VoxelMaps, Inc., et al.*, Case No. CGC-20-584129 (the “Lawsuit”) has been reached by the Parties, and has been granted preliminary approval by the California Superior Court for the County of San Francisco (the “Court”). This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will not affect your employment with VoxelMaps in any way whatsoever.
2. The Court has ordered that this Notice be sent to you because VoxelMaps’ records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuit. The notice is also intended (1) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (2) to advise you of your rights and options with respect to the settlement.

**WHO IS ELIGIBLE TO RECEIVE MONEY FROM THIS SETTLEMENT?**

3. The Settlement Class includes all former independent contractors, who allegedly should have been classified as employees, who worked for VoxelMaps in California as “Image and Data Collectors” from April 2, 2016 through April 2, 2021 (“Class Period”).

The Settlement Class will not include any person who previously settled or released any of the Claims covered by the Settlement or any person who was previously paid or received an award through civil or administrative action for any Claim covered by this Settlement.

## WHY YOU SHOULD READ THIS NOTICE

4. You should read this Notice because you may be entitled to money under this Settlement and because you will release any claims under the Settlement unless you opt out as provided in this Notice.

## WHAT IS A CLASS ACTION?

5. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One representative plaintiff or multiple representative plaintiffs, also known as a “class representative” or “class representatives” can assert claims on behalf of an entire class or group of people.

## SUMMARY OF THE CLAIMS AND ALLEGATIONS

6. On April 2, 2020, Plaintiff Holly La Luz filed a putative class action lawsuit in which she alleged that VoxelMaps owes wages, interest and other penalties to its employees, whom she alleged were misclassified as independent contractors, who worked for VoxelMaps in California as “Image and Data Collectors”. A First Amended Complaint was subsequently filed. Plaintiff’s First Amended Complaint alleges causes of action for: (1) Failure to Pay Overtime Wages; (2) Record Keeping Violations (Labor Code § 226); (3) Failure to Reimburse Expenses (Lab. Code § 2802); (4) Failure to Provide Rest and Meal Periods; (5) Willful Failure to Pay All Wages Due Upon Termination (Labor Code § 203); (6) Unfair Competition; (7) Declaratory Relief; and (8) Violation of the Private Attorneys’ General Act (Labor Code §§ 2698, *et seq.*). The First Amended Complaint alleges, among other things, that Class Members were misclassified, were not paid overtime wages, were not provided with meal and rest breaks, failed to be provided by accurate and legal compliant wage statements, were not reimbursed for all necessary business expenditures, and failed to be paid all wages timely upon termination of employment.

As a consequence, the Complaint asserts that Defendant violated California Labor Code sections 200, 201, 201.5, 202, 203, 204, 205.5, 218, 218.5, 218.6, 221, 225.5, 226, 226(a), 226(e), 226(g), 226.7, 226.8, 500, 510, 512, 1174, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1198, 2698 *et seq.*, and 2802; California Industrial Welfare Commission Wage Order 1-2001 §1, §2, §3, §4, §7, §11 and §12; California Code of Regulations, Title 8, section 11000(2); and California Civil Code section 3287, and as a result of the foregoing violations of law, VoxelMaps violated Sections 17200 *et seq.* of the Business & Professions Code and violated the Private Attorneys General Act under Labor Code Sections 2698 *et seq.* The First Amended Complaint seeks declaratory relief, as well as recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs.

VoxelMaps vigorously denies the allegations in the lawsuit but preliminarily settled the lawsuit due to the expense, time, and risk associated with protracted litigation and disruption to the Company.

7. On April 2, 2021, the Court gave preliminary approval to the settlement of the Lawsuit. The Court has made no opinion on the merits of the Lawsuit.

**WHO REPRESENTS THE PARTIES?**

8. The following attorneys represent the parties in this Lawsuit:

For the Class:

**KITCHIN LEGAL, APC**  
**PATRICK R. KITCHIN (SBN 162965)**  
1999 Harrison St., 18th Floor (#3535)  
Oakland, CA 94612-4700  
Telephone: 415.677.9058  
Email: [prk@kitchinlegal.com](mailto:prk@kitchinlegal.com)

For VoxelMaps:

**BUCHALTER**  
**A Professional Corporation**  
**TRACY A. WARREN (SBN: 228013)**  
**KATHRYN B. FOX (SBN: 279705)**  
655 W. Broadway, Suite 1625  
San Diego, CA 92101  
Telephone: 619.219.5335  
Email: [twarren@buchalter.com](mailto:twarren@buchalter.com)  
E-mail: [kfox@buchalter.com](mailto:kfox@buchalter.com)

The Claims Administrator is:

**La Luz , et al. vs. VoxelMaps Inc., et al. Settlement**  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine CA 92606  
Telephone: 1-888-672-0792  
Email: [voxelmapsettlemnt@cptgroup.com](mailto:voxelmapsettlemnt@cptgroup.com)  
Website: [www.cptgroupcaseinfo.com/voxelmapsettlemnt](http://www.cptgroupcaseinfo.com/voxelmapsettlemnt)

**WHAT TO DO IF YOU WANT TO RECEIVE PART OF THE SETTLEMENT MONEY**

9. You do not need to do anything to receive your payment except inform the Claims Administrator if your mailing address changes. If you move following receipt of this Notice, or if the address to which this Notice was sent is not correct, you must immediately contact the Administrator, whose address and contact information is as follows:

**La Luz , et al. vs. VoxelMaps Inc., et al. Settlement**  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine CA 92606  
Telephone: 1-888-672-0792  
Email: [voxelmapsettlemnt@cptgroup.com](mailto:voxelmapsettlemnt@cptgroup.com)  
Website: [www.cptgroupcaseinfo.com/voxelmapsettlemnt](http://www.cptgroupcaseinfo.com/voxelmapsettlemnt)

**It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your settlement payment. The Settlement will be paid to Class Members in separate payments. The final settlement payment will be made in approximately February 2022. Therefore, it is important to update the Claims Administrator with any new address you have, or if you move, so you can be mailed any payments that you are owed from the Settlement.**

10. If you are a Class Member, you will be entitled to money from Settlement and, you will be bound by all of the provisions of the Settlement Agreement, including a release of claims that will prevent you from separately suing VoxelMaps unless you timely file a request for exclusion.

### WHAT SHOULD YOU DO IF YOU WANT TO PURSUE YOUR OWN CLAIMS SEPARATELY FROM THIS CLASS ACTION?

11. You may retain your right to pursue any claims you may have separately from this Class Action by requesting to be excluded from the Settlement. You may exclude yourself from the Settlement by mailing a letter to the Claims Administrator at the address above, on or before **June 14, 2021**:

Such written letter requesting exclusion must contain your name, address, telephone number and the last four digits of your Social Security Number, and clearly state that you wish to be excluded from the class. The request for exclusion must be returned by mail to the Settlement Administrator, and must be postmarked on or before **June 14, 2021**.

12. If you choose to exclude yourself, you will not receive any money from the settlement, and you will not have any right to object to the settlement. Any request for exclusion submitted after **June 14, 2021** will be disregarded, and if you submit a late request for exclusion, you will not be able to pursue any claims separately from the Class Action or as part of the Lawsuit.

### IF YOU DO NOT AGREE WITH THE SETTLEMENT

13. **IF YOU DO NOT AGREE WITH THE SETTLEMENT**, you can submit an Objection to the Settlement. However, if the Court approves the settlement, you will still be bound by the terms of the settlement. You may both object to the settlement and participate in it.

14. To object, you must submit a written objection by **June 14, 2021** by mailing it to CPT Group, Inc. at the address above. Your objection should clearly explain why you object to the Settlement, stating each specific reason in support of your objection and any legal support for each objection. Your objection must also state whether you (or someone on your behalf) intend to appear at the Final Approval Hearing. Your objection must state your full name, address and the dates and position of your work for VoxelMaps. **DO NOT TELEPHONE THE COURT.**

15. To appear at the Final Approval Hearing in Court, you must first file a Notice of Intention to Appear at the Final Approval Hearing, with the San Francisco County Superior Court, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. You can enter an appearance in *propria persona* (meaning you choose to represent yourself) or through your own attorney. To do so, you or your attorney must also file a Notice of Intention to Appear with the Clerk of the Court of the San Francisco Superior Court located at 400 McAllister Street, San Francisco, CA 94102 and mail copies to each of the attorneys listed above in Paragraph 8, no later than **June 14, 2021**. To ensure that your request to appear at the hearing is properly processed by the Court, the case name and case number stated in Paragraph 1 of this Notice must be on your notice of Intention to Appear at Final Approval Hearing.

16. If you object to the Settlement, you will remain a member of the Settlement Class and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT TO THE PROPOSED SETTLEMENT NEED NOT APPEAR AT THE SETTLEMENT HEARING.

## SUMMARY OF THE SETTLEMENT AGREEMENT

17. The description below is a summary of the terms of the settlement. You may obtain more information about the proposed settlement by contacting any of the attorneys listed above in Paragraph 8 or by reviewing the Settlement Agreement that is on file with the Court.

18. Settlement Fund, Net Settlement Amount, and General Terms. VoxelMaps and the Named Plaintiff have agreed that, in order to resolve this action, VoxelMaps will pay \$175,000.00 (“Settlement Fund”), in exchange for the release of all claims against it. This amount will be used to pay (1) the awards to Class Members that do not choose to exclude themselves from the Lawsuit (“Participating Class Members”), (2) an amount not to exceed \$5,000 for the Named Plaintiff for her activities as a plaintiff and in exchange for an individual general release (subject to approval of the Court), (3) class counsel’s attorney’s fees, up to a maximum amount of \$58,333.33 (subject to approval of the Court), and class counsel’s costs of approximately \$10,500 (subject to approval of the Court), (4) a payment of \$7,500 to the Labor Workforce and Development Agency (subject to approval of the Court), and (5) the costs of settlement administration.

The Net Settlement Amount shall be the settlement consideration remaining after subtracting the following payment obligations approved by the Court from the Settlement Fund of \$175,000:

- (1) Plaintiffs’ attorneys’ fees of no more than \$58,333.33 and costs of approximately \$10,500;
- (2) Enhancement award to the named Plaintiff in the amount of no more than \$5,000;
- (3) Settlement administration fees and costs estimated to be \$6,250; and
- (4) A payment to the Labor Workforce and Development Agency (the “LWDA”) of no more than \$7,500.

Subject to approval of the Court, based on the amounts requested by Plaintiff’s counsel and Plaintiff and on the estimated administrative costs and agreed upon payment to the LWDA, the estimated Net Settlement Amount is \$87,416.67, which will be paid to the Class.

19. Payment Formula. Class Members who do not file a Request for Exclusion will be entitled to a gross award (“Individual Settlement Payment”). Each Individual Settlement Payment (before deduction for payroll taxes) shall be determined as follows:

Subject to Approval of the Court, Participating Class Members will be entitled to a proportional share of the Net Settlement Amount (estimated to be \$87,416.67), based on the

estimated proportional number of weeks worked by each Class Member during the Class Period. Based on current estimates, each Participating Class Member is currently estimated to receive approximately \$480.31 for each week estimated to have been worked as a non-exempt employee.

If you were an “Image and Data Collector” during the Class Period, the estimated gross amount that you will receive is included in the attached Settlement Award Form. The gross amount on the Settlement Award form represents an estimate, is subject to Court approval and could change. The Gross share of the Net Settlement Amount for each Class Member is determined by multiplying the estimated number of workweeks each Class Member while employed by VoxelMaps during the Class Period by the Workweek Dollar Value. The Workweek Dollar Value will be determined by dividing the total amount available to be paid to the Class Members (currently estimated to be \$87,416.67) by the total estimated number of workweeks worked by the Class Members (estimated to be 182). This amount is estimated to be \$480.31 for each week worked.  $\$87,416.67 \div 182 \text{ workweeks} = \$480.31$  for each estimated workweek. If you do not agree with the number of workweeks noted on the enclosed Settlement Award Form, the Settlement Award Form contains instructions on how to contest any of the information provided.

20. Payroll Tax Withholding. Twenty percent (20%) of each gross Individual Settlement Payment shall be comprised of wages subject to payroll taxes and eighty percent (80%) shall be comprised of non-wage income. The Claims Administrator shall withhold the employee’s share of payroll taxes from the portions of the Individual Settlement Payments attributable to wage income. VoxelMaps’ (the employer’s) share payroll taxes owing on the portion of the Individual Payments that is allocated to wages shall be paid out of Voided Settlement Checks to the extent there are any. To the extent that Voided Settlement Checks are insufficient to cover VoxelMaps’ share of the payroll taxes, VoxelMaps shall be responsible for paying the employer’s share of payroll taxes.

21. Distribution Schedule. Subject to approval of the Court, the Settlement Awards will be made by check. The Settlement Fund will be funded by VoxelMaps in three payments:

a. Claims Administration Costs shall be paid upon demand of the approved Class Administrator.

b. \$87,500 funded by the later of August 1, 2021 or sixty (60) days after Final Judgment, which shall be one-half of the Gross Settlement Amount (less the Claims Administration Costs), including fifty percent (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement Payment, and one hundred percent (100%) of the Class Counsel Cost Award.

c. Remaining portion of the Gross Settlement Amount shall be paid by the later of February 1, 2022 or sixty (60) days after Final Judgment, which shall include fifty percent (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement Payment, and the PAGA Payment.

22. Payment of Attorneys’ Fees and Costs for Class Counsel. Class Counsel will ask for fees of no more than \$58,333.33 and actual costs incurred, of approximately \$10,500. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys’ fees and

costs is reasonable. This means that Class Counsel's fees and costs will be paid out of the settlement, and Class members will not have to make any individual payments to the lawyers.

## **EFFECT OF THE SETTLEMENT-RELEASE OF ALL CLAIMS**

23. Release of Claims for Class Members. Upon the Effective Date of the Settlement, all Class Members who have not filed timely, valid Requests for Exclusion shall release, waive and forfeit, and shall have been deemed to have waived and forfeited, all Released Claims against VoxelMaps and Tech Mahindra (Americas), Inc., their parents, subsidiaries and affiliates, and each of them, and their respective agents, general agents, insurers, reinsurers, payroll companies, attorneys, representatives, owners, stockholders, policyholders, principals, partners, employees, officers, directors, trustees, heirs, successors, predecessors, assigns, parent corporations, subsidiaries, affiliated companies, and Peter Atalla ("Released Parties"), and each and all of them.

"Released Claims" means all claims, rights, demands, liabilities and causes of action, alleged in the Action during the Class Period. The primary facts alleged in the Action are that Defendants misclassified Plaintiff and the Class as independent contractors rather than employees and failed to provide Plaintiff and the Class payment of overtime wages, compliant wage statements, reimbursement of expenses, rest breaks, meal periods, and all wages due upon termination. Additionally, Plaintiff alleges that in doing the above, Defendants violated Sections 17200, *et seq.* of the California Business and Professions Code and Sections 2698, *et seq.* of the California Labor Code. The Released Claims include all claims for legal or equitable relief, for compensatory and statutory damages, penalties, liquidated damages, restitution, injunctive relief, pre-judgment and post-judgment interest, and attorney fees and costs of suit that arise from, or relate to, the facts alleged in the Action. The foregoing is intended to include all claims for minimum wages, straight time wages, overtime wages, meal and rest periods, claims under Labor Code Sections 200, 201, 201.5, 202, 203, 204, 205.5, 218, 218.5, 218.6, 221, 225.5, 226, 226(a), 226(e), 226(g), 226.7, 226.8, 500, 510, 512, 1174, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1198, 2698 *et seq.*, and 2802 related only to the Released Claims; California Industrial Welfare Commission Wage Order 1-2001 §1, §2, §3, §4, §7, §11 and §12; California Code of Regulations, Title 8, section 11000(2); and California Civil Code section 3287; and all other wage, interest, statutory damages, penalty, injunctive and attorney fee claims arising from, or related to, the facts alleged in the Action.

With respect to the Released Claims, each Participating Class Member is aware that he or she may hereafter discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims. Nevertheless, it is the intention of each Participating Class Member to fully, finally and forever settle all such matters which do now exist, may exist or heretofore have existed with respect to the Released Claims. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of the Released Claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

24. Conditions of the Settlement. This Settlement is conditioned upon the Court entering a judgment and order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class and that judgment and order having become final.

## FINAL SETTLEMENT APPROVAL HEARING

25. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on **August 2, 2021**, at 9:30 a.m. in Department 302 of the San Francisco County Superior, Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. The Settlement Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, but you may if you choose.** You may also enter an appearance in through your own attorney, if you desire, as explained in Paragraph 15.

26. Any Class Member who does not object in the manner provided in paragraph 14 above shall be deemed to have approved the Settlement and to have waived such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

## NO RETALIATION

27. Applicable law prohibits VoxelMaps from retaliating against employees who exclude themselves or object to this Settlement.

## WHAT TO DO IF YOU NEED ADDITIONAL INFORMATION

28. This notice only summarizes this Lawsuit, the settlement, and related matters. For more information about the Settlement or if you have any questions regarding the Settlement, you may contact Counsel for either party at the following addresses and telephone numbers:

For the Class:

**KITCHIN LEGAL, APC**  
**PATRICK R. KITCHIN (SBN 162965)**  
**1999 Harrison St., 18th Floor (#3535)**  
**Oakland, CA 94612-470** Telephone:  
**415.677.9058**  
**Email: prk@kitchinlegal.com**

For VoxelMaps:

**BUCHALTER**  
**A Professional Corporation**  
**TRACY A. WARREN (SBN: 228013)**  
**KATHRYN B. FOX (SBN: 279705)**  
**655 W. Broadway, Suite 1625**  
**San Diego, CA 92101**  
**Telephone: 619.219.5335**  
**Email: twarren@buchalter.com**  
**E-mail: kfox@buchalter.com**

You may also contact the Settlement Administrator at:

**La Luz , et al. vs. VoxelMaps Inc., et al. Settlement**  
**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine CA 92606**  
**Telephone: 1-888-672-0792**  
**Email: voxelmapssettlement@cptgroup.com**  
**Website: www.cptgroupcaseinfo.com/voxelmapssettlement**

*Do not contact the Clerk of the Court about this matter.*