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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 DAVID CHAVEZ and VINCENT
16 SLAUGHTER, on behalf of themselves and all
others similarly situated,

17 Plaintiffs,

18 vs.

19 STELLAR MANAGEMENT GROUP VII,
20 LLC; STELLAR MANAGEMENT GROUP,
INC. d/b/a QSI QUALITY SERVICE
21 INTEGRITY; THE VINCIT COMPANY, LLC
d/b/a THE VINCIT GROUP and VINCIT
22 ENTERPRISES,

23 Defendants.

Case No. 3:19-cv-01353-JCS

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Related to *Chavez v. Stellar Management Group
VII, LLC*, California Superior Court, County of
Sonoma, Case No. SCV 264110

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28 **CLASS ACTION SETTLEMENT AGREEMENT**

Chavez, et al. v. Stellar Management Group VII, LLC, et al.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs David Chavez and Vincent Slaughter (together, “Named Plaintiffs”), individually and as representatives of the proposed Settlement Class described herein, and Defendants Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises (collectively, “Defendants”), subject to the approval of the Court. Plaintiffs and Defendants are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” means the above-captioned action, *Chavez, et al. v. Stellar Management Group VII, LLC, et al.*, United States District Court Case Number 3:19-cv-01353-JCS.

b. “Aggrieved Employees” means all individuals who worked as non-exempt employees for Defendants in the State of California at any time during the PAGA Period.

c. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP.

d. “Class Counsel’s Costs Award” means the amount, if any, the Court authorizes to be paid to Class Counsel in reimbursement of reasonable litigation expenses Class Counsel incurred in connection with this Action, up to \$50,000.00, including in connection with Class Counsel’s pre-filing investigation, their filing of the Action, all related litigation activities, and all post-Settlement compliance procedures.

e. “Class List” means the following information regarding Rule 23 Settlement Class Members, Collective Members, Opt-In Plaintiffs, and Aggrieved Employees that Defendants will in good faith compile from their records and provide to the Settlement Administrator: each such individual’s full name, last known mailing address, email address and telephone number (to the extent available in Defendants’ electronic business records), and Social Security Number. The Class List shall also include the total number of workweeks that each Rule 23 Settlement Class Member was employed in California as a non-exempt employee between March 13, 2015 through and including the date of Preliminary Approval, the total number or workweeks that each Aggrieved Employee was employed in California during the PAGA Period, and the total number of workweeks that each Collective Member was employed as a non-exempt employee from and including March 13, 2016 through and including the date of Preliminary Approval. The Class List will also indicate whether each individual is an Opt-In Plaintiff and/or an Aggrieved Employee.

f. “Collective Notice” means the form or forms to be sent to Collective Members who are not members of the Rule 23 Settlement Class, in English and Spanish, in substantially the form attached hereto as **Exhibit B**, or as approved by the Court.

g. “Court” means the United States District Court for the Northern District of California.

h. “Defendants” means Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises.

i. “Defendants’ Counsel” means Goodwin Procter LLP.

j. “Effective Date” means the latest of the following dates: (i) if there are one or more objections to the settlement that are not subsequently withdrawn, then the date after the expiration of time for filing a notice of appeal of the Court’s Final Approval Order, assuming no appeal or request for review has been filed; (ii) if there is a timely objection and appeal by one or more objectors, then the date after such appeal or appeals are terminated (including any requests for rehearing) resulting in the final judicial approval of the Settlement; or (iii) if there are no timely objections to the settlement, or if one or more objections were filed but subsequently withdrawn before the date of Final Approval, then the first business day after the Court’s order granting Final Approval of the Settlement is entered.

k. “Fee Award” means the award of attorneys’ fees, if any, that the Court authorizes to be paid to Class Counsel for the services they rendered to the Rule 23 Settlement Class, Collective Members, and Aggrieved Employees in the Action. Class Counsel will not seek more than thirty-three and one-third percent of the Gross Settlement Amount as their Fee Award.

l. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the Fee Award, Class Counsel’s Costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming “Effective.”

m. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.

n. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.

o. “FLSA” means the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201, et seq.

p. “FLSA Settlement Collective” or “Collective Members” means a certified collective for settlement purposes only pursuant to 29 U.S.C. § 216(b), and includes all individuals who were employed by Defendants in non-exempt positions anywhere in the United States of America at any time between March 13, 2016 and the date the Court grants preliminary approval of the Settlement.

q. “Gross Settlement Amount” means Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00), which represents the total and non-reversionary amount payable pursuant to this Settlement by Defendants, and includes the Fee Award, if any, Class Counsel’s Costs Award, if any, the Service Awards, if any, all amounts payable to Settlement Class Members, the PAGA Settlement Amount, Settlement Administration Costs to the Settlement Administrator, and the employers’ share of any payroll taxes to be paid in connection with the Settlement. The Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount. There will be no reversion.

r. “Net Settlement Amount” means the Gross Settlement Amount less: (i) the Service Awards, if any; (ii) the Fee Award, if any; (iii) Class Counsels’ Costs Award, if any; (iv) Settlement Administrator Costs; (v) the PAGA Settlement Amount; and (vii) the employers’ share of any payroll taxes to be paid in connection with the Settlement. The Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount. There will be no reversion. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

s. “Notice Deadline” means the date that is sixty-five (65) days after the Settlement Notice is initially mailed to the Settlement Class. Rule 23 Settlement Class Members shall have until the Notice Deadline to object to or opt out of the Settlement.

t. “Opt-In Plaintiffs” include Plaintiff Slaughter, all individuals who prior to the date of the Court’s Preliminary Approval Order have filed a consent form to join this Action, and all additional Collective Members who opt in to the litigation and consent to the terms of the Settlement by negotiating the check in the gross amount of his or her Settlement Award.

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

v. “PAGA Action” means *Chavez v. Stellar Management Group VII, LLC*, California Superior Court, County of Sonoma, Case No. SCV 264110.

w. “PAGA Period” means the period from October 19, 2017 through the date the Court grants preliminary approval of the Settlement.

x. “PAGA Settlement Amount” means Thirty Thousand Dollars (\$30,000), which is the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims and remedies under PAGA. The amount of the PAGA Settlement Amount is subject to Court approval pursuant to California Labor Code section 2699(1)(2). Pursuant to the PAGA, 75% of the PAGA Settlement Amount shall be paid to the California Labor and Workforce Development Agency (“the LWDA Payment”), and 25% of the PAGA Settlement Amount shall

remain in the Net Settlement Amount to be included when distributing Settlement Payments to Aggrieved Employees.

y. “Participating Class Members” means any Rule 23 Settlement Class Members who do not timely submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement.

z. “Participating Individuals” means (a) any Rule 23 Settlement Class Members who do not timely submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement, (b) all Opt-In Plaintiffs, and (c) all Aggrieved Employees. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the releases of claims as specified herein.

aa. “Parties” means the parties to this Agreement: Named Plaintiffs David Chavez and Vincent Slaughter and Defendants Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises.

bb. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s order preliminarily approving the terms and conditions of this Settlement.

cc. “Qualified Settlement Fund” means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

dd. “Releasees” or “Released Parties” means Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises, their clients, and their past, present and future parent companies, divisions, predecessors, successors, subsidiaries, related or affiliated companies and organizations, joint venturers, and each of their past, present, and future shareholders, owners, officers, directors, partners, employees, trustees, agents, attorneys, fiduciaries, contractors, representatives, partners, joint venturers, benefit plans sponsored or administered by them, insurers, successors and assigns, divisions, units, branches and other persons or entities acting on their behalf.

ee. “Rule 23 Settlement Class Members” means Plaintiffs and all individuals employed by Defendants in non-exempt positions in the State of California at any time between March 13, 2015 and the date the Court grants preliminary approval of the Settlement.

ff. “Service Award” means the payment, if any, to the Named Plaintiffs for their efforts in bringing and prosecuting this matter. The Service Award will not exceed the following amounts: Twelve Thousand Dollars (\$12,000.00) for Plaintiff David Chavez and Ten Thousand Dollars (\$10,000.00) for Plaintiff Vincent Slaughter.

gg. “Settlement Administrator” means Heffler Claims Group, the third-party class action settlement administrator the Parties have selected to handle the administration of this Settlement, subject to approval by the Court.

hh. “Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator for its costs in connection with for its costs in connection with administering the terms of this Agreement, including the costs associated with sending the Class Notice, Collective Notice, and the Settlement Payments to Participating Individuals. Settlement Administrator Costs, which are estimated to not exceed Eighty-Five Thousand Dollars (\$85,000.00), shall be paid from the Gross Settlement Amount.

ii. “Settlement Award” means the payment that each Participating Individual shall be entitled to receive pursuant to the terms of this Agreement.

jj. “Settlement Class” or “Settlement Class Members” means all members of the Rule 23 Settlement Class, all Collective Members, and all Aggrieved Employees, including the Named Plaintiffs.

kk. “Settlement Notice” means the Notice of Class Action Settlement to the Rule 23 Settlement Class and Aggrieved Employees, in English and in Spanish, substantially in the form attached as **Exhibit A** hereto, or as approved by the Court.

RECITALS

3. Plaintiff Chavez filed the Action on March 13, 2019, asserting claims under the California Labor Code and under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”). Specifically, the Action asserted claims for: (1) failure to pay minimum and overtime wages in violation of the FLSA; (2) failure to pay for all hours worked in violation of Labor Code sections 201, 202, 204, and 221-223; (3) failure to pay minimum wage and liquidated damages in violation of Labor Code sections 1182.11, 1182.12, 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of Labor Code section 510; (4) failure to provide meal and rest breaks in violation of Labor Code sections 226.7 and 512; (5) failure to provide accurate itemized wage statements in violation of Labor Code section 226; (6) failure to timely pay final wages in violation of Labor Code sections 201 and 202; and (7) violation of the California Unfair Competition Law.

4. Plaintiffs filed a First Amended Complaint in the Action on May 21, 2020, which added Plaintiff Slaughter as a plaintiff and to assert the FLSA claim on his behalf and not on Plaintiff Chavez’s behalf.

5. Plaintiff Chavez filed the PAGA Action against Defendants on March 14, 2019 in Sonoma County Superior Court, in which he asserted a separate claim for penalties under the PAGA arising from alleged violations of the California Labor Code at issue in the Action.

6. On September 24, 2020, Plaintiffs and Defendants conducted a full day, remotely-held mediation session before employment mediator Mark S. Rudy. The Parties did not reach a settlement at the mediation but continued to engage in arms’ length negotiations with the assistance of the mediator over the course of the following weeks.

7. On October 21, 2020, Plaintiff Slaughter filed a motion for conditional certification of the Collective pursuant to the FLSA. While Plaintiff Slaughter’s motion was pending, the Parties continued to negotiate a potential informal resolution of the Action with the continued assistance of Mr. Rudy, ultimately leading to the Parties’ tentative settlement agreement on

October 30, 2020. The Parties thereafter negotiated the specific terms of this Settlement and have agreed to settle all pending litigation as provided in this Agreement.

8. Class Counsel have made a thorough and independent investigation of the facts and law relating to the allegations in the Action and in the PAGA Action. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiffs, the Collective Members, the Rule 23 Settlement Class, and the Aggrieved Employees to settle their claims against Defendants pursuant to the terms set forth herein.

9. Defendants deny all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as deny the allegations asserted in the Action and in the PAGA Action. Defendants have agreed to resolve the Action and the PAGA Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action and in the PAGA Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class, collective and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses.

10. To the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiffs and Class Counsel (as defined above) agree that Defendants retain and reserve these rights stated in the preceding sentence, and to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Settlement Agreement, Defendants cannot contest class certification, collective or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the Action or the PAGA Action were to proceed.

11. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of the Settlement, the Settlement becomes Final, and the Effective Date occurs.

12. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b), and class certification pursuant to FED. R. CIV. P. 23(a) and (b)(3) are met. The Parties agree to the designation of Class Counsel as counsel for the Rule 23 Settlement Class and FLSA Settlement Collective for settlement purposes only. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not collective or class certification would be appropriate in a non-settlement context. Defendants deny that class, collective or representative action treatment is appropriate outside the settlement context.

13. The Parties agree that, for settlement purposes only, the Parties shall file a stipulation in the PAGA Action for dismissal without prejudice of the PAGA Action. In the event the Settlement is not approved, the Parties agree that Plaintiff Chavez may re-file his complaint in Sonoma County Superior Court and the Parties shall be placed in the same position as they were in immediately prior to dismissal without prejudice of the PAGA Action.

14. The Parties agree that, for settlement purposes only, the operative complaint in the Action shall be amended via a Second Amended Complaint for the purpose of (a) asserting the PAGA claim on behalf of the Aggrieved Employees covering the PAGA Period and (b) asserting claims under the FLSA and under California Labor Code Section 2802 predicated on the allegation that Defendants systematically failed to reimburse necessary business-related expenses incurred by the Settlement Class Members.

15. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Named Plaintiffs' and the Participating Individuals' claims as described herein against Defendants shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Named Plaintiffs' and Participating Individuals' claims shall be finally and fully compromised, settled and dismissed as to the Defendants and Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

16. In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiffs and Participating Individuals agree to release all claims against the Releasees as set forth herein.

17. **Settlement Class Members' Released Claims.** Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, Named Plaintiffs and all Participating Individuals shall be deemed to have, and by operation of the Judgment shall have, released and discharged all Releasees, finally, forever and with prejudice, from the claims as follows:

- a. **Released FLSA Claims:** Opt-In Plaintiffs shall release any and all claims, penalties, costs, expenses, attorneys' fees, liabilities, damages, actions or causes of action of whatever kind or nature under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, through the date of Preliminary Approval of the Settlement, known and unknown, which were or could have been made based on the facts pled in the Second Amended Complaint in the Federal Action (the "Released FLSA Claims").
- b. **Released Class Claims:** Members of the Rule 23 Settlement Class who do not timely and validly request exclusion from the Settlement shall release all claims, penalties, costs, expenses, attorneys' fees, liabilities, damages, actions or causes of action of every nature and description, known and unknown, that were pled or could have been pled based on the factual allegations in the Second Amended Complaint, through the date of Preliminary Approval of the Settlement, including, statutory, constitutional, contractual or common law claims for wages (including minimum

wage, overtime, and premium wages,), damages, business expenses, or penalties (including waiting time penalties), liquidated damages, punitive damages, interest, restitution, equitable relief, or other relief, based on applicable statutes (including without limitation the California Labor Code, the California Industrial Welfare Commission wage orders, Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) (“PAGA”), California Business and Professions Code § 17200, *et seq.*, or other law, including, but not limited to, claims based on the following categories of allegations: (a) claims for unpaid overtime; (b) claims for meal and rest period violations; (c) claims for unpaid minimum wages; (d) claims for untimely payment of wages upon termination; (e) claims for untimely payment of wages during employment; (f) claims for failure to pay wages; (g) claims for failure to provide accurate or otherwise proper itemized wage statements; (h) claims for failure to keep complete and accurate payroll records; (i) claims for failure to reimburse necessary business-related expenses and costs; (j) claims asserted, or which could have been asserted, under PAGA arising out of the aforementioned claims; (k) claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the aforementioned claims; and (l) other claims for penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages that were pled or could have been pled based on the factual allegations in the Second Amended Complaint (the “Released Class Claims”).

- c. Released PAGA Claims: Aggrieved Employees shall release any and all claims under the Private Attorneys’ General Act (“PAGA”) of 2004 (Cal. Lab. Code §§ 2698, *et seq.*), known and unknown, based on or arising out of claims under California Labor Code § 1194; § 510; § 204; §§ 226.7 and 512; § 226; §§ 201-203; § 2802; and California Business and Professions Code §§ 17200 *et seq.*, which were or could have been made based on the facts pled in the Second Amended Complaint in the Federal Action (the “Released PAGA Claims”). The release period for the Released PAGA Claims is the PAGA Period. The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA component of the Settlement.
- d. As set forth above, the Released FLSA Claims, Released Class Claims, and Released PAGA Claims (collectively, the “Settlement Class Members’ Released Claims”) encompass known and unknown claims which were or could have been made based on the facts pled in the Second Amended Complaint in the Action. Accordingly, the Participating Individuals shall waive and relinquish all rights they have or may have based on the facts pled in the Second Amended Complaint in the Federal Action with respect to, respectively, the Released FLSA Claims, Released Class Claims, and Released PAGA Claims, under Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge that the foregoing waiver of any rights under Section 1542 and similar statutes was separately bargained for and that Defendants would not have agreed to the Settlement unless it included a broad release of unknown claims in connection with the released matters.

- e. Rule 23 Settlement Class Members who are not Opt-In Plaintiffs and who cash, deposit, or otherwise negotiate their Settlement Award checks shall also release the Released FLSA Claims against the Releasees as set forth above. Rule 23 Settlement Class Members who are not Opt-In Plaintiffs and who do not cash or deposit their Settlement Award checks, shall not release the Released FLSA Claims against the Releasees as set forth above.

18. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check, as appropriate for (a) Collective Members (b) Aggrieved Employees, and (b) Participating Class Members:

- (a) For Collective Members: “This check is your settlement payment in connection with the court-approved class action Settlement in *Chavez, et al. v. Stellar Management Group VII, LLC, et al.*, N.D. Cal. Case No.: 3:19-cv-01353-JCS (N.D. Cal.). By signing or cashing your check, you acknowledge that you have read the Collective Notice, that you consent to join the Collective Action, and participate in the Settlement and that you are releasing the Released FLSA Claims against the Releasees.”
- (b) Participating Class Members: “This check is your settlement payment in connection with the court-approved class action Settlement in *Chavez, et al. v. Stellar Management Group VII, LLC, et al.*, N.D. Cal. Case No.: 3:19-cv-01353-JCS (N.D. Cal.). By not opting out of the Settlement, you have released Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises; and other Releasees of all Settlement Class Members’ Released Claims as defined in the Settlement Agreement, except for claims under the Fair Labor Standards Act (“FLSA”). By signing or cashing your check, you acknowledge that you have read the Class Notice, that you consent to join the Collective Action, and that you are releasing the Released FLSA Claims against the Releasees.”
- (c) Aggrieved Employees Who Are Not Participating Class Members: “This check is your settlement payment in connection with the court-approved PAGA Settlement in *Chavez, et al. v. Stellar Management Group VII, LLC, et al.*, N.D. Cal. Case No.: 3:19-cv-01353-JCS (N.D. Cal.).”

19. **Named Plaintiffs' Released Claims.** "Named Plaintiffs' Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiffs' Released Claims include, but are not limited to, the Settlement Class Members' Released Claims, as well as any other claims under any provision of federal, state, or local law, including the FLSA, the California Labor Code, and California Wage Orders. Upon Final Approval, Named Plaintiffs shall be deemed to have fully, finally, and forever released Releasees from all Named Plaintiffs' Released Claims through the date of Preliminary Approval. Furthermore, upon Final Approval, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Named Plaintiffs' Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

20. Named Plaintiffs and Participating Individuals, to the fullest extent allowed by law, are prohibited from asserting any claims released by them in this Settlement, and from commencing, joining in, prosecuting, or voluntarily assisting in a lawsuit or adversarial proceeding against the Releasees, based on claims released by them in this Settlement. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other legal process.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

21. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this Settlement:

- a. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b) and FED. R. CIV. P. 23(a) and (b)(3) for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement

Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiff's motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Preliminary Approval of Settlement Agreement at least two (2) days in advance of filing it with the Court.

- b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Settlement Class Members. The Settlement Administrator will also create a website for the Settlement, which will allow Settlement Class Members to view the Class Notice (in generic form), this Settlement Agreement, all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement, and the Collective Notice. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendants' counsel with a preview of the proposed website. Class Counsel and Defendants' counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Settlement Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.
- c. Within fifteen (15) business days after the Court's Preliminary Approval of the Settlement, Defendants shall provide the Class List to the Settlement Administrator and to Class Counsel. Class Counsel agree that they shall use the information contained in the Class List only for the purpose of assisting with the administration of the Settlement, including fielding questions from Settlement Class Members. Class Counsel shall provide the Settlement Administrator with updated addresses or contact information for Opt-In Plaintiffs in their possession.
- d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- e. Within ten (10) business days after receiving the Class List, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Rule 23 Settlement Class Members and Aggrieved Employees and the Court-Approved Collective Notice to Collective Members who are not also Rule 23 Settlement Class Members. The Settlement Administrator shall provide notice to Class Counsel and Defendants' Counsel that the Settlement Notice

and Collective Notice have been mailed.

- f. Any Settlement Notice or Collective Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Settlement Class Member involved, and shall re-mail the Notice of Settlement. For individuals who prior to the date of the Court's Preliminary Approval Order had filed a consent form to join this Action, the Settlement Administrator shall also promptly work with Class Counsel to obtain forwarding addresses. Class Counsel shall use their best efforts to locate forwarding addresses for such individuals whose Collective Notices are returned as non-delivered. In no circumstance shall such re-mailing extend the Notice Deadline.
- g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel, respectively, a report showing: (i) the names of Rule 23 Settlement Class Members; (ii) the names of Collective Members who are not also Participating Class Members and for whom the Settlement Administrator was able to obtain a verified address; (iii) the Settlement Awards to be paid to each such Participating Class Member and each such Collective Member who is not also a Participating Class Member; (iv) the final number of Rule 23 Settlement Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (v) the number of undeliverable Settlement Notices and Collective Notices. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Class Members, the total number of Collective Members who are not also Participating Class Members and for whom the Settlement Administrator was able to obtain a verified address, the average recovery per Participating Class Member, the average recovery per Collective Member who is not also a Participating Class Member and for whom the Settlement Administrator was able to obtain a verified address, the median recovery per Participating Class Member, the median recovery per Collective Member who is not also a Participating Class Member for whom the Settlement Administrator was able to obtain a verified address, the largest and smallest amounts paid to Participating Class Members, the largest and smallest amounts paid to Collective Members who are not also Participating Class Members and for whom the Settlement Administrator was able to obtain a verified address, and the number and value of checks not cashed.
- h. Defendants will not take any adverse action against any current or former

employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. The Parties, Class Counsel, and Defendants' Counsel will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

22. **Disputes Regarding Workweeks.** To the extent that any Settlement Class Member disputes the number of workweeks that the Settlement Class Member worked, as shown in his or her Settlement Notice, such Settlement Class Member may produce evidence to the Settlement Administrator evidencing the dates they contend to have worked for Defendants. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph shall be the Notice Deadline (and disputes postmarked by the Notice Deadline shall be considered to have met the deadline). Unless the Settlement Class Member presents convincing evidence showing he or she worked other workweeks than shown by Defendants' records, his/her Settlement Award will be determined based on Defendants' records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendants shall review their records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be decided by the Settlement Administrator.

23. **Objections.** Rule 23 Settlement Class Members will have up to and including the Notice Deadline to object to the Settlement. To object, a Rule 23 Settlement Class Member must mail to the Settlement Administrator a written objection stating the basis for the objection and include any supporting documents. The postmark date shall be deemed the exclusive means for determining if the objection is timely. The Settlement Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates for each objection, within two (2) business days of receipt. Class Counsel shall file the objections with the Court in connection with the motion for Final Approval. The Parties and their counsel agree that they, nor any person on their behalf, will not solicit, encourage, or advise any individual to object to the Settlement. The Settlement Notice shall advise Rule 23 Settlement Class Members of the right to object and state the following requirements for objections: (1) the objection must be mailed to the Settlement Administrator no later than the Notice Deadline, the date of which shall be stated in the Settlement Notice; (2) the objection shall state the full name, address, and telephone number of the Settlement Class Member; (3) it shall state the last four digits of the Rule 23 Settlement Class Member's Social Security Number; and (4) it shall state the factual and legal basis for the objection and include any supporting documents. The Settlement Notice shall state that if the Rule 23 Settlement Class Member wishes to be represented by an attorney with respect to the objection, it will be at his or her own expense. The Settlement Notice shall also state that the objection should state if the Rule 23 Settlement Class Member or his or her attorney intends to appear at the Final Approval Hearing. The Settlement Notice shall state that objections shall only be considered if the Rule 23 Settlement Class Member has not opted out of the Settlement. Persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, unless otherwise excused by the Court upon a showing of good cause.

24. **Requests for Exclusion.** The Settlement Notice shall provide that Rule 23 Settlement Class Members, other than Named Plaintiffs, who wish to exclude themselves from the non-PAGA component of the Settlement (“opt out”) must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Rule 23 Settlement Class Member’s full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Rule 23 Settlement Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the Settlement.

25. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Rule 23 Settlement Class Member, within seven (7) calendar days of receipt of such request for exclusion, a letter requesting the information that was not provided and giving the Rule 23 Settlement Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

26. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel’s Costs Award, and Settlement Administrator’s Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendants’ Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement at least five (5) days in advance of filing it with the Court. Named Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to consider final approval of the Settlement and entry of a Final Approval Order:

- a. certifying this Action as an FLSA collective action under 29 U.S.C. § 216(b) and as a class action under FED. R. CIV. P. 23(a) and (b)(3) for purposes of settlement only;
- b. finding dissemination of the Settlement Notice and Collective Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as fair, reasonable and adequate;
- d. approving the payment of the Service Awards to Named Plaintiffs David Chavez and Vincent Slaughter;
- e. approving Class Counsel’s application for an award of attorneys’ fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and, with respect to each Participating Individual, in full and final

discharge of any and all Participating Individuals' Released Claims; and

- h. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

SETTLEMENT FUNDS AND AWARD CALCULATION

27. **Funding of Settlement.** Within ten (10) business days after the preliminary approval order, Defendants shall deposit the total Gross Settlement Amount into a Qualified Settlement Fund ("QSF") established by the Settlement Administrator. If the Court denies final approval of the Settlement with prejudice, the Gross Settlement Amount and any interest accrued thereon shall be returned by the Settlement Administrator to Defendants. Defendants shall not otherwise have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the interest-bearing settlement fund, except by joint agreement of the parties or by order of the Court. The Parties agree that the QSF (a) shall be established pursuant to an order of the Court prior to the receipt of any monies from Defendants; (b) that it shall be established to resolve and satisfy the contested claims that have resulted, or may result, from the matters that are the subject of this litigation and that are released by this Settlement; and (c) that the QSF that is established and its assets are segregated and shall be segregated (within a separately established fund or account) from the assets of Defendants and all related other persons. The Settlement Administrator shall be responsible for establishing, administering, and otherwise operating the QSF, including the preparation and filing of federal, state, and local tax returns. All disbursements shall be made from the Qualified Settlement Fund. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund.

28. **Interest Gained on Gross Settlement Amount.** Within ten (10) business days after the Court issues an order granting final approval of the Settlement and of the Settlement Administrator, any interest gained on the Gross Settlement Amount in the QSF shall be deemed part of the Gross Settlement Amount.

29. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Awards to Named Plaintiffs.** Subject to the Court's approval, Payment of the Service Awards shall be made within (30) days after the Effective Date or as soon as reasonably practicable thereafter. The Qualified Settlement Fund shall issue an IRS Form 1099 for these payments. If the Court approves a Service Award in an amount less than requested, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. The Named Plaintiffs assume full responsibility for paying all taxes, if any, due as a result of the Service

Awards and agree to respectively indemnify Defendants for any such taxes owed by them related to the Service Awards.

b. **Fee Awards and Costs.**

- (i) Subject to the Court's approval, the Fee Award and Class Counsel's Costs Award shall be made within thirty (30) days after the Effective Date or as soon as reasonably practicable thereafter.
- (ii) The approved Fee Award and Class Counsels' Costs, even if less than what Class Counsel request, shall constitute full satisfaction of Defendants' obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Named Plaintiff and/or any other Settlement Class Member, and shall relieve Defendants from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Named Plaintiff or any other Settlement Class Member. If the Court approves a Fee Award and/or Class Counsels' Costs Award in an amount less than what Class Counsel request, the reduction in the Fee Award and/or Class Counsels' Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Class Counsels' Costs Award in any way delay or preclude the judgment from becoming a Final or the Settlement from becoming effective.
- (iii) An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Settlement Amount will be paid from the Gross Settlement Amount in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiffs and Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), will be paid to the LWDA and Seven Thousand Five Hundred Dollars (\$7,500.00), will be allocated as the "Net PAGA Amount." The LWDA Payment shall be made within thirty (30) days after the Effective Date or as soon as reasonably practicable.

d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

- e. **Settlement Awards to Participating Individuals.** Settlement Awards shall be made to Participating Individuals as set forth below.

30. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendants, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

31. **Settlement Award Eligibility.** All Participating Class Members, Aggrieved Employees, and Collective Members who are not also Participating Class Members and for whom the Settlement Administrator was able to obtain a verified address shall be mailed a check in the amount of their Settlement Award from the Net Settlement Amount. If a Participating Class Member was employed by any of the Defendants outside the State of California at any time between March 13, 2016 and the date the Court grants preliminary approval of the Settlement, such individual will receive one check as a Participating Class Member relating to his period of qualifying employment in the State of California and a separate check as a Collective Member relating to his or her period of qualifying employment outside the State of California.

32. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Class Member, Aggrieved Employee, and Collective Member who is not also a Participating Class Member and for whom the Settlement Administrator was able to obtain a verified address based on the formulas below:

- a. The Settlement Awards of Participating Class Members, Aggrieved Employees, and Collective Members shall be a *pro rata* portion of the Net Settlement Amount as follows:
- i. When calculating the estimated individual Settlement Awards for purposes of the Settlement Notice and Collective Notice, the Settlement Administrator will assume that no Rule 23 Settlement Class Members opt out, and that all Collective Members and all Rule 23 Settlement Class Members cash their Settlement Award checks. When calculating the individual Settlement Awards to Rule 23 Settlement Class Members following the Final Approval Date (for purposes of preparing individual Settlement Award checks), the Settlement Administrator will not include Rule 23 Settlement Class Members who validly request exclusion from the settlement.
 - ii. For each week during which a Participating Class Member or Collective Member, was employed as a non-exempt employee by at least one of the Defendants at any time from March 13, 2015 until the date of Preliminary Approval of the Settlement, and for each week during which a Collective Member was employed as a non-

exempt employee by at least one of the Defendants at any time from March 13, 2016 until the date of Preliminary Approval of the Settlement, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks he or she was employed during such period. Each workweek during which the individual was employed outside the State of California during the relevant time period will be equal to one (1) settlement share. To reflect the increased value of claims under California law, workweeks during which a Participating Class Member or Collective Member was employed in California will be equal to three (3) settlement shares.

iii. The total number of settlement shares for all Participating Class Members and Collective Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Class Member's or Collective Member's number of settlement shares to determine his or her *pro rata* portion of the Net Settlement Amount.

b. The Net PAGA Amount shall be distributed as follows: Each Aggrieved Employee shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on his or her workweeks employed by Defendants in California during the PAGA Period. The resulting Net PAGA Amount per Aggrieved Employee, if any, will be added to that Aggrieved Employee's share of the Net Settlement Amount to determine his or her Settlement Award.

33. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Settlement Class Members.

34. All Settlement Award determinations shall be based on Defendants' timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

35. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, twenty percent (20%) of each Settlement Award shall be allocated as wages, sixty percent (60%) of each Settlement Award shall be allocated as penalties, and twenty percent (20%) of each Settlement Award shall be allocated as expense reimbursements. Settlement Awards will be paid out to Participating Class Members, Collective Members, and Aggrieved Employees subject to reduction for their share of withholdings and taxes associated with the wage-portion of the Settlement Awards. The wage-portion of a Settlement Award, if any, will be

reported on an IRS Form W-2. Portions of the Settlement Awards that are allocated to penalties and expense reimbursements will be reported on an IRS Form 1099. The employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards shall be withheld from the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Class Counsel with Defendants' total employer tax contributions within five (5) business days after the final Settlement Award calculations are approved. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendants shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award and the Form 1099 reporting for the non-wage portion of each Settlement Award.

36. Other than as set forth above, the Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments except to the extent clearly required by law, or charity withholdings, from or with respect to the payments to Participating Class Members, Collective Members, and Aggrieved Employees, and entry of the Final Approval Order by the Court shall be deemed authority not to make any such deductions, withholdings, or additional payments.

37. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Settlement Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

38. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiffs and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Plaintiffs and Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments to them described herein and as to those portions of the Settlement Payments reported as non-wage income, agree to pay any taxes due or owing by them with respect to such payment.

39. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of all Settlement Awards, at least ten (10) business days before the Settlement Awards to Participating Class Members, Collective Members, and Aggrieved Employees are mailed.

40. The Settlement Administrator shall mail all Settlement Awards to Participating Class Members, Collective Members who are not also Participating Class Members and for whom the Settlement Administrator was able to obtain a verified address, and Aggrieved Employees within thirty (30) days after the Effective Date or as soon as reasonably practicable thereafter. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendants' Counsel.

41. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter will be sent via U.S. mail and, if applicable, email to those who have not yet cashed their settlement check, and during the last sixty (60) days of the check cashing period, a call will be placed to those that have still not cashed their check to remind them to do so. If a check has not been cashed within sixty (60) days of issuance, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search for those individuals and send second checks to the updated address, or if no update is obtained, to the last known address, after cancelling the first check issued. These second checks will remain negotiable for sixty (60) days after issuance. Regardless of whether they cash their Settlement Award Checks, Named Plaintiffs, Aggrieved Employees, and Participating Class Members shall be deemed to have finally and forever released the Named Plaintiffs' Released Claims, Released PAGA Claims, and Released Class Claims, respectively.

42. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows:

- a. If the total residual amount is less than \$50,000, then the amount will revert to *cy pres*. For the Court's approval, the Parties propose Legal Aid at Work, which provides legal services assisting low-income, working families and promotes better understanding of the conditions, policies, and institutions that affect the well-being of workers and their families and communities. The Settlement Administrator shall distribute any *cy pres* payment.
- b. If the total residual amount is \$50,000 or greater, a second distribution will occur to those Participating Individuals who were sent and cashed a Settlement Award check. The second distribution will occur on a *pro rata* basis as provided for in Paragraph 32.a. In the event of a redistribution of uncashed check funds to Participating Individuals who cashed their Settlement Award check, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Individual is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If none is found, then said check shall revert to the *cy pres* recipient. If there are uncashed check funds remaining from redistribution as described in this Paragraph, then the amount will revert to *cy pres*.
- c. Within twenty-one (21) days after the distribution of any remaining monies to Participating Individuals who were sent and cashed their Settlement Award check or to the *cy pres* recipient, Plaintiff will file a Post-Distribution

Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks not cashed, the amounts distributed to the *cy pres* recipient (if applicable), the administrative costs, the attorneys' fees and costs, and the attorneys' fees in terms of percentage of the settlement fund.

MISCELLANEOUS

43. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

44. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Releasees of any fault or liability or wrongdoing.

45. **Public Comment.** The Parties and their Counsel agree that they will not publicize this case and/or the fact, amount or terms of the Settlement, or the names of Defendants associated with the claims in the Complaint/this Settlement, through any mass media, including any social media, websites, or the press (press releases, contact with a member of the press, or press conferences), except as provided for by the Settlement Agreement for purposes of effectuating notice pursuant to the Federal Rules of Civil Procedure, which shall include the provision of notice to Settlement Class Members by mail and email, and which shall include a settlement website to be established and maintained by the settlement administrator as approved by the Court. If the Parties are contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Settlement Class Members, the LWDA, or the court in which the Action is pending, as may be required in response to inquiries about the terms of this Settlement and/or to fulfill their ethical responsibilities under the Settlement and to their respective clients.

46. **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall be borne by Defendants.

47. **Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that

may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

48. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement, that this Agreement shall not be used in evidence or argument in any other aspect of their litigation, and that the Settlement Administrator's Administration Costs incurred to that date shall be split evenly between the Named Plaintiffs, on the one hand, and Defendants, on the other.

49. **Defendants' Option to Void Settlement.** If more than five percent (5%) of the total number of Rule 23 Settlement Class Members submit timely and valid requests for exclusion, then Defendants shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendants must jointly send, through counsel, written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendants' Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is more than five percent (5%). If Defendants choose to exercise this option, the effect will be precisely the same as if Final Judgment did not occur, as discussed herein, and all Settlement Administrator Costs incurred by the Settlement Administrator through that date will be paid by Defendants.

50. **Reduced Service Awards, Fee Award, or Class Counsels' Costs Not a Basis for Voiding Settlement.** If the Court approves Service Awards, a Fee Award, and/or Class Counsels' Costs Award in amounts less than what Named Plaintiffs and/or Class Counsel request, the Parties agree that the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Awards, Fee Award, or Class Counsels' Cost Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective.

51. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

52. **Other Claims.** The Named Plaintiffs are not currently aware of any claims by themselves or any of Defendants' former or present employees that are not covered by the Settlement Class Members' Released Claims.

53. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by FED. R. CIV. P. 6(a)(6)), such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

54. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

55. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

56. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

57. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Mark S. Rudy, to resolve such disagreement.

58. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiff, Defendants, Opt-In Plaintiffs, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

59. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies

thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

60. **No Signature Required by Settlement Class Members.** Only the Named Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice and Collective Notice, taken together, will advise all Settlement Class Members of the binding nature of the releases of claims set forth herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Individual.

61. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

62. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.


63. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____, 2021
David Chavez

PLAINTIFF: _____ Date: _____, 2021
Vincent Slaughter

APPROVED AS TO FORM BY CLASS COUNSEL:



Date: 03 / 12 / 2021, 2021
Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

DEFENDANT: _____ Date: _____, 2021
On behalf of Stellar Management
Group VII, LLC

DEFENDANT: _____ Date: _____, 2021
On behalf of Stellar Management Group,
Inc. d/b/a QSI Quality Service Integrity

DEFENDANT: _____ Date: _____, 2021
On behalf of The Vincit Company, LLC
d/b/a The Vincit Group and Vincit Enterprises

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

Date: _____, 2021
Koray J. Bulut
Stephen L. Tausch
GOODWIN PROCTER LLP
Three Embarcadero Center
San Francisco, California 94111

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____, 2021
David Chavez

PLAINTIFF: _____ Date: _____, 2021
Vincent Slaughter

APPROVED AS TO FORM BY CLASS COUNSEL:

_____ Date: _____, 2021
Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

DEFENDANT: Robert C Bullard Date: 3-12, 2021
On behalf of Stellar Management
Group VII, LLC

DEFENDANT: Robert C Bullard Date: 3-12, 2021
On behalf of Stellar Management Group,
Inc. d/b/a QSI Quality Service Integrity

DEFENDANT: Robert C Bullard Date: 3-12, 2021
On behalf of The Vincit Company, LLC
d/b/a The Vincit Group and Vincit Enterprises

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

Stam J Date: 3-12, 2021
Koray J. Bulut
Stephen L. Tausch
GOODWIN PROCTER LLP
Three Embarcadero Center
San Francisco, California 94111

EXHIBIT A

*Chavez, et al. v. Stellar Management Group VII, LLC, et al.,
Case No. 3:19-cv-01353-JCS (N.D. Cal.)*

NOTICE OF CLASS ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

A federal court authorized this notice. This is not a solicitation from a lawyer.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class and collective action lawsuit that Plaintiffs David Chavez and Victor Slaughter (“Plaintiffs”) filed against Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises (collectively, “Defendants”). Defendants’ records show that you were employed as a non-exempt employee by Defendants in the State of California at some time between March 13, 2015 and [date of preliminary approval] and are therefore eligible to participate in the Settlement. The purpose of this Notice is to inform you of the pending Settlement and your rights under it.

Please understand that this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you do nothing, you will be sent a settlement payment upon final approval of the Settlement, and the releases of claims under California law will apply to you. By cashing your settlement check, you will also release claims under federal law, as described below in Section 6.
EXCLUDE YOURSELF OR “OPT OUT”	<p>If you “opt out” of the lawsuit and choose not to be part of the Settlement as described below in Section 6, the release of claims under federal law and California law will not apply to you, and you <u>will not</u> receive any payment under this Settlement, except as described in the following sentence.</p> <p>If you are an Aggrieved Employee (defined below), you will receive a pro rata portion of the Net PAGA Amount (defined below) whether or not you “opt out” of the Settlement.</p>

OBJECT	You may write an objection to the Court stating why you do not like the Settlement, as described below in Section 6. You may also appear in Court and explain why you do not like the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).
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1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself from (or “opt out” of) the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court for the Northern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2019 at [REDACTED], before the Honorable Chief Magistrate District Judge Joseph C. Spero at the San Francisco Courthouse, Courtroom G, 15th Floor, 450 Golden Gate Avenue, San Francisco, California 94102.

2. What Is This Case About?

The claims in this lawsuit are brought under California law and under the federal Fair Labor Standards Act (“FLSA”).

The lawsuit alleges that individuals whom Defendants employed as non-exempt employees in California, between March 13, 2015 and [date of preliminary approval] were not provided meal and rest breaks, were not compensated for all hours worked, were not paid minimum, straight time, overtime, or double time wages, were not paid all wages due upon termination, were not provided timely and compliant itemized wage statements, and were not reimbursed for necessary business expenses. This lawsuit seeks recovery of unpaid wages, statutory damages, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), unreimbursed business-related expenses, restitution, interest, attorneys’ fees and costs.

The lawsuit also alleges that individuals whom Defendants employed as non-exempt employees throughout the United States, between March 13, 2016 and [date of preliminary approval] were not appropriately paid minimum and overtime wages pursuant to the requirements of the FLSA.

Defendants deny these claims and believe that they have strong legal and factual defenses to them. Defendants also do not believe that Plaintiffs’ claims meet the requirements for class or collective certification. Nevertheless, in order to avoid the expense and delay associated with further

litigation and appeals, Defendants have chosen to settle this matter and to make payments to current and former employees.

This Settlement is the result of good faith, arm's length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Rule 23 Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. How Will The Settlement Payment Be Distributed?

The total settlement amount is \$4,250,000.00, which Defendants will pay into a settlement fund. This amount will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys' fees and costs awarded by the Court, any enhancement payments to Plaintiffs that are awarded by the Court, the Settlement Administrator's costs, a payment to the California Labor and Workforce Development Agency (LWDA) that is required by PAGA, as well as employers' share of any payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA, payroll taxes, or any similar taxes or charges).

The attorneys for Plaintiffs and the Settlement Class (referred to as "Class Counsel") will ask the Court to award them 1/3 of the settlement amount, which is \$1,416,666.52, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their costs spent in litigating this case, not to exceed \$50,000. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

Plaintiffs David Chavez and Vincent Slaughter will ask the Court to award them \$12,000 and \$10,000, respectively, for their role as the named plaintiffs prosecuting this lawsuit on the behalf of all Class Members. This payment would also come from the settlement fund.

The Settlement Administrator's costs are capped at \$85,000, and this payment will also come from the settlement fund.

The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$30,000, and this payment will also come from the settlement fund.

The remainder of the settlement fund after subtracting the amounts described above is the Net Settlement Amount that will be distributed to Participating Individuals.

4. If I Choose To Participate In The Settlement, How Do I Receive Payment And How Much Can I Expect To Receive?

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. You will have 180 days from issuance of the check to cash it.

According to records maintained by Defendants, your total estimated settlement payment will be at least \$ [REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher) and will be calculated as set forth below. All Settlement Award determinations will be based on Defendants' timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendants' records, you are estimated to have worked [REDACTED] workweeks for at least one of the Defendants during the relevant period in the State of California, and [REDACTED] workweeks for at least one of the Defendants during the relevant period in the United States of America, outside of the State of California.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendants. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendants' records, your Settlement Award will be determined based on Defendants' records. Any disputes must be postmarked by [INSERT DATE] and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to participating Rule 23 Settlement Class Members will be calculated on the number of eligible workweeks. Each participating Rule 23 Settlement Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible workweeks that the individual was employed by Defendants from March 13, 2015, through the date of [date of preliminary approval] in the state of California. Participating Individuals will receive a *pro rata* share of the Net Settlement Amount as follows:

1. For each week during which the Participating Individual was employed by at least one of the Defendants at any time from March 13, 2015 for Rule 23 Settlement Class Members, and from March 13, 2016 or three years prior to the Opt-In Date for Collective Members who timely Opt-In to this Action, through the Notice Deadline, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Individual worked. Each workweek will be equal to one (1) settlement share. To reflect the increased value of state law claims, workweeks during which work was performed in California will be equal to three (3) settlement shares.
2. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's share of the Net Settlement Amount.

When calculating the individual Settlement Awards for purposes of these Notices of Settlement, the Settlement Administrator has assumed that no Rule 23 Settlement Class Members opt-out and all Collective Members opt-in. When calculating the individual Settlement Awards to Rule 23 Settlement Class Members following Final Approval (for purposes of preparing individual Settlement Award checks), the Settlement Administrator will not include Rule 23 Settlement Class Members who validly request exclusion from the Settlement or any Collective Member who fails to timely opt-in to this Action. This means that for purposes of the Notices of Settlement, the Settlement Administrator has assumed that all potential Rule 23 Settlement Class Members and Collective Members will participate in this Settlement, even though that may not remain the case following Final Approval. It is thus likely that your total estimated settlement payment will be higher than indicated in this Notice.

Whether or not they otherwise opt out of the Settlement, Aggrieved Employees who worked for Defendants between October 19, 2017 and [date of preliminary approval] (the “PAGA Period”) in the state of California will be Participating Individuals for purposes of the settlement of the PAGA claim in the lawsuit and will receive a *pro rata* share of the Net PAGA Amount (i.e., \$7,500.00) based on their number of workweeks employed by Defendants as non-exempt employees during the PAGA Period.

For tax reporting purposes, Settlement Awards to Participating Individuals will be allocated as follows: any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties; for the remainder of each Settlement Award, twenty percent (20%) of each Settlement Award shall be allocated as wages, sixty (60%) of each Settlement Award shall be allocated as penalties and interest, and twenty percent (20%) of each Settlement Award shall be allocated as expense reimbursements. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties’ agreed upon *cy pres* recipient, Legal Aid at Work, subject to the Court’s approval in the Final Approval Order, if the total residual amount is less than \$50,000. If the total residual amount is \$50,000 or greater, a second distribution will occur to those Participating Individuals who cashed their check on a *pro rata* basis.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are The Releases?

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, Participating Individuals release claims as follows (“Released Claims”) against Defendants, their present and former parent companies, subsidiaries, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys, insurers,

successors and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the “Releasees”):

- Released California Class Claims: Members of the Rule 23 Settlement Class who do not request exclusion from the settlement shall release the Released Class Claims, which include all claims, penalties, costs, expenses, attorneys’ fees, liabilities, damages, actions or causes of action of every nature and description, known and unknown, that were pled or could have been pled based on the factual allegations in the Second Amended Complaint, through [date of Preliminary Approval], including, statutory, constitutional, contractual or common law claims for wages (including minimum wage, overtime, and premium wages,), damages, business expenses, or penalties (including waiting time penalties), liquidated damages, punitive damages, interest, restitution, equitable relief, or other relief, based on applicable statutes (including without limitation the California Labor Code, the California Industrial Welfare Commission wage orders, Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) (“PAGA”), California Business and Professions Code § 17200, et seq., or other law, including, but not limited to, claims based on the following categories of allegations: (a) claims for unpaid overtime; (b) claims for meal and rest period violations; (c) claims for unpaid minimum wages; (d) claims for untimely payment of wages upon termination; (e) claims for untimely payment of wages during employment; (f) claims for failure to pay wages; (g) claims for failure to provide accurate or otherwise proper itemized wage statements; (h) claims for failure to keep complete and accurate payroll records; (i) claims for failure to reimburse necessary business-related expenses and costs; (j) claims asserted, or which could have been asserted, under PAGA arising out of the aforementioned claims; (k) claims asserted through California Business & Professions Code § 17200 et seq. arising out of the aforementioned claims; and (l) other claims for penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or additional damages that were pled or could have been pled based on the factual allegations in the Second Amended Complaint.
- Released PAGA Claims: Aggrieved Employees shall release the Released PAGA Claims, which include any and all claims under the Private Attorneys’ General Act (“PAGA”) of 2004 (Cal. Lab. Code §§ 2698, et seq.), known and unknown, based on or arising out of claims under California Labor Code § 1194; § 510; § 204; §§ 226.7 and 512; § 226; §§ 201-203; § 2802; and California Business and Professions Code §§ 17200 et seq., which were or could have been made based on the facts pled in the Second Amended Complaint in the Federal Action. The release period for the Released PAGA Claims runs from October 19, 2017 through [date of Preliminary Approval]. Aggrieved Employees cannot opt out or otherwise exclude himself or herself from the PAGA component of the Settlement.
- As set forth above, the Released Class Claims and Released PAGA Claims encompass known and unknown claims which were or could have been made based on the facts pled in the Second Amended Complaint in the Federal Action. Accordingly, the participating members of the Rule 23 Settlement Class and the Aggrieved Employees acknowledge, waive, and relinquish all rights they have or may have based on the facts pled in the Second Amended Complaint in the Federal Action with respect to, respectively, the Released Class Claims and Released PAGA Claims, under Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

In addition, if you cash or deposit your Settlement check, you will also be deemed to have opted-in to this action pursuant to the FLSA and will thereby release, and agree to release, the Released FLSA Claims, which include any and all claims, penalties, costs, expenses, attorneys' fees, liabilities, damages, actions or causes of action of whatever kind or nature under the FLSA through [date of Preliminary Approval], known and unknown, which were or could have been made based on the facts pled in the Second Amended Complaint in the lawsuit.

6. What Are My Rights?

- **Do Nothing:** If you are a Rule 23 Settlement Class Member and do not timely and validly opt-out, you will automatically become a part of the Settlement Class and receive your prorated Settlement Award, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you are a member of the Rule 23 Settlement Class and do not wish to be bound by the Settlement, you must submit a written request for exclusion from the Settlement (“opt-out”), postmarked by [INSERT]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.** (Notwithstanding the foregoing, you cannot opt out or otherwise exclude yourself from the PAGA component of the Settlement—if you are an Aggrieved Employee, whether or not you submit a written request for exclusion from the Settlement, you will receive a pro rata portion of the Net PAGA Amount and you will be bound by the release of the Released PAGA Claims described above.)
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by [INSERT DATE]. The statement must state the factual and legal grounds for your objection to the settlement. The statement must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. The statement must be mailed to the Court at the following address: United States District Court, Office of the Clerk, 450 Golden Gate Avenue, San Francisco, California 94102-3489. You must also mail a copy of your objection to counsel for Defendants and Class Counsel, at the addresses listed in Section 8 of this Notice by [INSERT DATE].

If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your

written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants' counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than [INSERT DATE – 10 business days before final approval hearing], orally at the Final Approval hearing, or as otherwise ordered by the Court.

7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Defendants encourage you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class?

Plaintiff and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell

Ori Edelstein

Michelle S. Lim

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Telephone: (800) 689-0024

Facsimile: (415) 421-7105

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$4,250,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3) of \$4,250,000.00 (i.e., \$1,416,666.52) plus their out-of-pocket costs, not to exceed \$50,000.00. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement website at [\[INSERT URL\]](#), by contacting Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Office of the Clerk, 450 Golden Gate Avenue, San Francisco, California 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT B

*Chavez, et al. v. Stellar Management Group VII, LLC, et al.,
Case No. 3:19-cv-01353-JCS (N.D. Cal.)*

NOTICE OF COLLECTIVE ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

A federal court authorized this notice. This is not a solicitation from a lawyer.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a collective action lawsuit that Plaintiffs David Chavez and Victor Slaughter (“Plaintiffs”) filed against Stellar Management Group VII, LLC; Stellar Management Group, Inc. d/b/a QSI Quality Service Integrity; and The Vincit Company, LLC d/b/a The Vincit Group and Vincit Enterprises (collectively, “Defendants”). You are receiving this Notice either because you previously completed an Opt-In Consent Form to join this case or because Defendants’ records show that you were employed by Defendants as a non-exempt employee in the United States at some time between March 13, 2016 and [date of preliminary approval]. The purpose of this Notice is to inform you of the pending Settlement and your rights under it.

Please understand that this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
CASH THE CHECK YOU WILL RECEIVE IF THE SETTLEMENT IS APPROVED, WHICH WILL CONTAIN YOUR PORTION OF THE SETTLEMENT	If you cash the check you will be sent in the mail in this matter in several months, you will be “opting in” to the Settlement, and the Settlement and the release of claims described below will apply to you. (Please note that the check is not enclosed with this notice—it will be sent later if the Court finally approves the Settlement.)
DO NOT CASH THE CHECK YOU WILL RECEIVE	If you do not cash the check, you will be choosing not to be part of the Settlement, and the release of claims will not apply to you

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement by “opting in” to the Settlement and the procedure to opt in. **If you do not “opt in” to the settlement by cashing the check you will receive if the Settlement is finally approved, you will not receive a Settlement Award and will not be bound by the Settlement Agreement.**

The United States District Court for the Northern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2021 at [REDACTED], before the Honorable Chief Magistrate District Judge Joseph C. Spero at the San Francisco Courthouse, Courtroom G, 15th Floor, 450 Golden Gate Avenue, San Francisco, California 94102.

2. What Is This Case About?

This lawsuit alleges that individuals whom Defendants employed as non-exempt employees throughout the United States, between March 13, 2016 and [date of preliminary approval] were not compensated for all hours worked, were not properly paid minimum, straight time, or overtime wages. This lawsuit seeks recovery of unpaid wages, statutory damages, civil penalties interest, attorneys’ fees and costs. The claims in this lawsuit are brought under federal law.

Defendants contend that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that the wage and hour policies and practices at issue are lawful and have been lawful throughout the relevant time period. Defendants also contend that Plaintiffs’ claims do not meet the requirements for a collective action.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiff and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Collective Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. How Will The Settlement Payment Be Distributed?

The total settlement amount is \$4,250,000.00, which Defendants will pay into a settlement fund. This amount will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement (which includes individuals like you who work or worked for Defendants outside California and individuals who work or worked for Defendants in California). The settlement amount will also be used to pay for attorneys’ fees and costs awarded by the Court, any enhancement payments to Plaintiffs that are awarded by the Court, the Settlement

Administrator's costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by the Labor Code Private Attorneys General Act of 2004 (PAGA), as well as employers' share of any payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA, payroll taxes, or any similar taxes or charges).

The attorneys for Plaintiffs and the Settlement Class (referred to as "Class Counsel") will ask the Court to award them 1/3 of the settlement amount, which is \$1,416,666.52, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their costs spent in litigating this case, not to exceed \$50,000. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

Plaintiffs David Chavez and Vincent Slaughter will ask the Court to award them \$12,000 and \$10,000, respectively, for their role as the named plaintiffs prosecuting this lawsuit on the behalf of all Class Members. This payment would also come from the settlement fund.

The Settlement Administrator's costs are capped at \$85,000, and this payment will also come from the settlement fund.

The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$30,000, and this payment will also come from the settlement fund.

The remainder of the settlement fund after subtracting the amounts described above is the Net Settlement Amount that will be distributed to Participating Individuals.

4. How Much Can I Expect to Receive?

According to records maintained by Defendants, your total estimated settlement payment will be at least \$ [REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher) and will be calculated as set forth above. All Settlement Award determinations will be based on Defendants' timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendants' records, you are estimated to have worked [REDACTED] workweeks for at least one of the Defendants during the relevant period in the United States. **To receive payment under the settlement as a Collective Member, you MUST cash the settlement check you that will be sent to you in several months.**

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendants. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendants' records, your Settlement Award will be determined based on Defendants' records. Any disputes must be postmarked by [INSERT DATE] and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to participating Collective Members will be calculated on the number of eligible workweeks. Each participating Collective Member will be eligible to receive a *pro rata* share of

the Net Settlement Amount based on the total number of eligible workweeks that the individual worked for Defendants from March 13, 2016, through the date of [date of preliminary approval]. Participating Individuals will receive a *pro rata* share of the Net Settlement Amount as follows:

1. For each week during which the Participating Individual was employed by at least one of the Defendants at any time from March 13, 2015 (for Rule 23 Settlement Class Members), and from March 13, 2016 or three years prior to the Opt-In Date (for Collective Members who timely Opt-In to this Action), through the date of [date of preliminary approval], he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Individual was employed. Each workweek will be equal to one (1) settlement share. To reflect the increased value of state law claims, workweeks during a Participating Individual was employed in California will be equal to three (3) settlement shares.
2. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's share of the Net Settlement Amount.

When calculating the individual Settlement Awards for purposes of these Notices of Settlement, the Settlement Administrator has assumed that no Rule 23 Settlement Class Members opt out and all Collective Members opt in. When calculating the individual Settlement Awards to Rule 23 Settlement Class Members following Final Approval (for purposes of preparing individual Settlement Award checks), the Settlement Administrator will not include Rule 23 Settlement Class Members who validly request exclusion from the Settlement or any Collective Member who fails to timely opt in to this Action. This means that for purposes of the Notices of Settlement, the Settlement Administrator has assumed that all potential Rule 23 Settlement Class Members and Collective Members will participate in this settlement, even though that may not remain the case following Final Approval. It is thus likely that your total estimated settlement payment will be higher than indicated in this Notice.

For tax reporting purposes, Settlement Awards to participating Collective Members will be allocated as follows: twenty percent (20%) of each Settlement Award shall be allocated as wages, sixty (60%) of each Settlement Award shall be allocated as penalties and interest, and twenty percent (20%) of each Settlement Award shall be allocated as expense reimbursements. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Participating Collective Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties' agreed upon *cy pres* recipient, Legal Aid at Work, subject to the Court's approval in the Final Approval Order, if the total residual amount is less than \$50,000. If the total residual amount is \$50,000 or greater, a second distribution will occur to those Participating Individuals who cashed their check on a *pro rata* basis.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are The Releases for Collective Members Who Opt In?

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, all Collective Members who opt in by cashing their settlement checks will release claims as follows against Defendants, their present and former parent companies, subsidiaries, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the “Releasees”):

- **Released FLSA Claims:** Members of the FLSA Settlement Collective who have previously consented to join the FLSA claim or who opt in and consent to the Settlement by cashing their settlement checks shall release the Released FLSA Claims, which include any and all claims, penalties, costs, expenses, attorneys’ fees, liabilities, damages, actions or causes of action of whatever kind or nature under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, through [date of Preliminary Approval], known and unknown, which were or could have been made based on the facts pled in the Second Amended Complaint in the Federal Action.
- The Released FLSA Claims encompass known and unknown claims which were or could have been made based on the facts pled in the Second Amended Complaint in the Federal Action. Accordingly, the participating members of the FLSA Settlement Collective acknowledge, waive, and relinquish all rights they have or may have based on the facts pled in the Second Amended Complaint in the Federal Action with respect to, respectively, the Released FLSA Claims, Released Class Claims, and Released PAGA Claims, under Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. What Are My Rights and What Are My Options?

Please see Section 4 above for an estimate of how much you will receive under the settlement as a Collective Member. To receive payment under the settlement as a Collective Member, you MUST cash the settlement check that will be sent to you in several months. Therefore, you have two options:

- **Opt-In:** Cash the settlement check that will be sent to you to participate in the Settlement and receive a payment as a Collective Member.

- **Do Nothing:** Do not cash the settlement check that will be sent to you. If you do not cash the settlement check, you will not receive any payment under the Settlement as a Collective Member, and your claims against Defendants under the FLSA will not be released.

7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Defendants encourage you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class?

Plaintiff and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell
Ori Edelstein
Michelle S. Lim
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (800) 689-0024
Facsimile: (415) 421-7105

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$4,250,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3) of \$4,250,000.00 (i.e., \$1,416,666.52) plus their out-of-pocket costs, not to exceed \$50,000.00. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement website at [\[INSERT URL\]](#), by contacting Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Office of the Clerk, 450 Golden Gate

Avenue, San Francisco, California 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.