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13 WESTWAYS STAFFING SERVICES, INC.

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County of San Diego
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Clerk of the Superior Court
By C. Miranda , Deputy Clerk

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

RACHEL ROBERTS, an individual on behalf of
herself and others similarly situated,

Plaintiff,

v.

WESTWAYS STAFFING SERVICES, INC., a
corporation; DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2022-00044619-CU-OE-CTL

(Assigned to the Hon. Richard S. Whitney,
Dept. C-68)

**JOINT STIPULATION TO AUGMENT
DISBURSEMENT OF SETTLEMENT
FUNDS TO INADVERTENTLY
OMITTED CLASS MEMBERS;
~~PROPOSED~~ ORDER**

Complaint Filed: November 3, 2022
Trial Date: None Set

1 Plaintiff Rachel Roberts (“Plaintiff”) and Defendant Westways Staffing Services, Inc.
2 (“Defendant” and collectively with Plaintiff, the “Parties”), by and through their respective counsel of
3 record, enter into this stipulation for approval to augment the disbursement of settlement funds to
4 employees who are members of the class but who were inadvertently omitted from the settlement class
5 data provided to the settlement administrator.

6 **WHEREAS**, the Parties executed a settlement agreement on July 17, 2023, resolving the class
7 and PAGA claims in this lawsuit. The settlement agreement is attached hereto as Exhibit A (hereafter
8 “Settlement”);

9 **WHEREAS**, the Court granted preliminary approval of the Settlement on February 2, 2024,
10 directing the settlement administrator to mail notices to the settlement class, and preliminarily and
11 conditionally certifying for settlement purposes a class defined as “all non-exempt employees who
12 worked for Westways Staffing Services, Inc. in California at any time from September 5, 2021 through
13 May 25, 2023, received a stipend and/or per diem, worked overtime, and had the value of the stipend
14 and/or per diem excluded from the calculation of the overtime rate of pay” (Order Granting Motion
15 for Preliminary Approval of Class Action and PAGA Settlement Agreement, ¶ 7, 11, attached hereto
16 as Exhibit B);

17 **WHEREAS**, Defense counsel provided the settlement administrator with the settlement class
18 data on March 11, 2024, per the terms of the Settlement;

19 **WHEREAS**, on August 2, 2024, the Court entered an Order and Judgment granting final
20 approval of the Settlement, a copy of which is attached hereto as Exhibit C;

21 **WHEREAS**, pursuant to the Order and Judgment granting final approval, the Court retained
22 jurisdiction to enforce the terms of the Settlement and Final Approval Order and Judgment. The Final
23 Approval Order and Judgment also ordered Plaintiff to file a final report regarding distribution of the
24 Settlement and any uncashed checks by July 31, 2025 (Exhibit C, ¶¶ 13, 15);

25 **WHEREAS**, the Final Approval Order and Judgment required the following deductions from
26 the \$4,000,000 gross settlement amount:

- 1 • PAGA penalties in the gross amount of \$100,000, allocated 75% (\$75,000) to the
- 2 California Labor & Workforce Development Agency (“LWDA”) and 25% (\$25,000)
- 3 to the Aggrieved Employees;
- 4 • A class representative service award to Plaintiff in the amount of \$10,000;
- 5 • Attorneys’ fees to Class Counsel in the amount of \$1,333,333.33 (1/3 of the Gross
- 6 Settlement);
- 7 • Reimbursement of litigation costs to Class Counsel in the amount of \$6,109.61; and
- 8 • Settlement administration fees and expense to CPT group, Inc. in the amount of
- 9 \$16,250

10 (Exhibit C, ¶ 11);

11 **WHEREAS**, per the terms of the Settlement, the net settlement amount of \$2,534,307.06 was

12 disbursed to the participating class members on August 30, 2024. These funds were distributed to

13 1,541 individuals who worked in aggregate 60,792 pay periods, resulting in an estimated rate per pay

14 period of \$41.69;

15 **WHEREAS**, Defense counsel recently discovered that an additional 105 employees who are

16 encompassed within the class definition and should have received settlement payments were

17 inadvertently omitted from the class settlement data provided to the settlement administrator;

18 **WHEREAS**, the Parties agree that these 105 employees are part of the class as approved in

19 the Court’s Final Approval Order and should have been included in the Settlement disbursement;

20 **WHEREAS**, the Parties agree that in the interests of fairness and justice, these 105 employees

21 should receive notice of the Settlement and an opportunity to opt-out (45 days from the mailing), and

22 those who do not opt-out should receive payment on the same pro-rata basis as those class members

23 who already received a Settlement disbursement. The proposed notice to these employees is attached

24 hereto as Exhibit D; and

25 **WHEREAS**, because the 105 inadvertently excluded employees worked, in aggregate, 1,653

26 pay periods within the class period, the Parties agree that Defendant shall fund an additional

27 disbursement of \$68,913.57 (“Additional Disbursement Amount”) for the 105 employees who were

28

1 inadvertently omitted from the class settlement data, which will make available to these individual the
2 same estimated rate per pay period of \$41.69 as was made available to class members in the initial
3 disbursement;

4 **WHEREAS**, the Parties further agree that employer-side payroll taxes on the amounts
5 attributed to wages shall be paid by Defendant with funds separate from the Additional Disbursement
6 Amount and that Defendant shall also separately pay any additional settlement administrator costs.

7 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the
8 Parties, that the Court shall enter an Order as follows:

9 1. The 105 employees who were inadvertently omitted from the class settlement data are
10 part of the Settlement and in accordance with the terms of the Final Approval Order shall be mailed a
11 notice of the Settlement in the form attached hereto as Exhibit D and be provided with an opportunity
12 to opt-out of the Settlement;

13 2. Defendant shall fund an additional disbursement of settlement funds for the 105
14 employees who were inadvertently omitted from the class settlement data in the amount of \$68,913.57,
15 plus employer payroll taxes owing on the portion attributed to employee wages, and any additional
16 settlement administrator costs;

17 3. Plaintiff's counsel shall not seek additional fees or costs; and

18 4. Plaintiff shall file a final report regarding the initial disbursement and this subsequent
19 disbursement.

20 **IT IS SO STIPULATED.**

21
22 DATED: October 21, 2024

HAYES PAWLENKO LLP

23
24 By: /s/ Matthew B. Hayes

Matthew B. Hayes

Kye D. Pawlenko

25
26 Attorneys for Plaintiff

27 RACHEL ROBERTS

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DATED: October 21, 2024

AKERMAN LLP

By: /s/ Anthony D. Sbardellati
Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Nancy Sotomayor

Attorneys for Defendant
WESTWAYS STAFFING SERVICES, INC.

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[PROPOSED] ORDER

Having considered the foregoing Stipulation, and GOOD CAUSE APPEARING THEREFORE, the Court hereby orders as follows:

1. The 105 employees who were inadvertently omitted from the class settlement data are part of the Settlement and in accordance with the terms of the Final Approval Order and Judgment shall be mailed a notice of the Settlement in the form attached as Exhibit D to the Stipulation and be provided with an opportunity to opt-out of the Settlement;

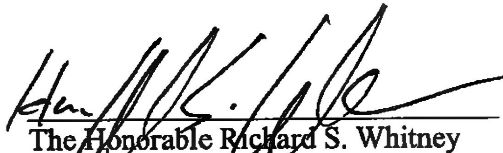
2. Defendant shall fund an additional disbursement for the 105 employees who were inadvertently omitted from the class settlement data (hereafter "Additional Class Members") in the amount of \$68,913.57 ("Additional Disbursement"), plus employer payroll taxes owing on the portion attributed to employee wages, and any additional settlement administrator costs;

3. Pursuant to Paragraph 3.2.4 of the Settlement, the Additional Disbursement shall be allocated among the Additional Class Members who do not opt-out of the Settlement by (a) dividing the Additional Disbursement by the total amount of pay periods worked by the participating Additional Class Members and (b) multiplying the result by each participating Additional Class Member's pay periods worked during the class release period.

4. Plaintiff's counsel shall not seek additional fees or costs; and

5. The deadline for Plaintiff to file a final report regarding the initial disbursement and this subsequent disbursement shall be continued from July 25, 2025 to October 24, 2025.

DATED: 10-23-24


The Honorable Richard S. Whitney
JUDGE OF THE SUPERIOR COURT

Judge Richard S. Whitney

EXHIBIT A

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Rachel Roberts (“Plaintiff”) and defendant Westways Staffing Services, Inc. (“Westways”). The Agreement refers to Plaintiff and Westways collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Westways captioned *Rachel Roberts v. Westways Staffing Services, Inc.*, Case No. 37-2022-00044619-CU-OE-CTL initiated on November 3, 2022, and pending in Superior Court of the State of California, County of San Diego.
- 1.2 “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a non-exempt employee who worked for Westways in California during the PAGA Period, received a stipend and/or per diem, worked overtime, and had the value of the stipend and/or per diem excluded from the calculation of the overtime rate of pay.
- 1.5 “Class” means all non-exempt employees who worked for Westways in California during the Class Period, received a stipend and/or per diem, worked overtime, and had the value of the stipend and/or per diem excluded from the calculation of the overtime rate of pay.
- 1.6 “Class Counsel” means Hayes Pawlenko LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Westways’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Pay Periods and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from September 5, 2021 to May 25, 2023.
- 1.13 “Class Release Period” means the period from September 5, 2021 through the date of Preliminary Approval, subject to adjustment as provided for in Paragraph 4.1 below.
- 1.14 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16 “Court” means the Superior Court of California, County of San Diego.
- 1.17 “Westways” means named Defendant Westways Staffing Services, Inc.
- 1.18 “Defense Counsel” means Akerman LLP.
- 1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23 “Gross Settlement Amount” means \$4,000,000 which is the total amount Westways agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class

Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Release Period.
- 1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Release Period.
- 1.26 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31 "PAGA Period" means the period from October 20, 2021 to May 25, 2023.
- 1.32 "PAGA Release Period" means the period from October 20, 2021 through the date of Preliminary Approval, subject to adjustment as provided for in Paragraph 4.1 below.
- 1.33 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.34 "PAGA Notice" means Plaintiff's October 20, 2022 letter to Westways and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.36 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 "Pay Period" means any pay period during which an Aggrieved Employee

and/or Class Member worked for Westways for at least one day.

- 1.38 “Plaintiff” means Rachel Roberts, the named plaintiff in the Action.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43 “Released Parties” means Westways, all entities affiliated with it, and its owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, healthcare facility clients, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.
- 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.46 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On November 3, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Westways for failure to pay overtime and double time at the correct rates of pay. On February 23, 2023, Plaintiff filed a First Amended Complaint adding a cause of action against Westways for civil penalties pursuant to PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Westways denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Westways and the LWDA by sending the PAGA Notice.
- 2.3 On May 25, 2023, the Parties participated in an all-day mediation presided over by Alan Berkowitz which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained through both formal and informal discovery information related to Westways' overtime and per diem practices as well as damages data. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification. Pursuant to stipulation by the Parties, the Court stayed the Action pending mediation.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Westways promises to pay \$4,000,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Westways has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Westways.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Westways will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on

the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$1,333,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$15,000. Westways will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Westways harmless, and indemnifies Westways from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Release Period and (b) multiplying the result by each Participating Class Member's Pay Periods worked during the Class Release Period.

3.2.4.1 Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Release Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Westways will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Westways has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Westways must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Westways shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Westways' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Westways funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided.

The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Westways to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Westways fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from any and all claims, transactions or occurrences, of any nature whatsoever, that occurred from the beginning of time through the Class Release Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,

unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Release Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including claims for (1) failure to pay overtime wages; (2) violation of Business & Professions Code section 17200; and (3) violation of California Labor Code section 2698, *et seq.* ("PAGA") based on the allegations in the Operative Complaint, as well as any and all wage and hour claims asserted or which could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Release Period. This also includes, but is not limited to, any and all claims alleged or that could have been alleged based on the facts of the Operative Complaint or any further amended complaint for unpaid wages, economic damages, non-economic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including but not limited to claims under Labor Code section 2698, *et seq.*, Labor Code section 510, all applicable IWC Wage Orders, Business and Professions Code section 17200 *et seq.*, and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, any other damages, attorneys' fees and costs and interest, through the Class Release Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA

Notice and ascertained in the course of the Action through the PAGA Release Period. This also includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts of Plaintiff's PAGA letter or any complaint, including but not limited to claims for civil penalties under Labor Code section 2698, et seq., Labor Code sections 510 and all applicable IWC Wage Orders, through the PAGA Release Period.

6. SETTLEMENT ADMINISTRATION.

- 6.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 6.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 6.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 6.4 Notice to Class Members.
- 6.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Pay Periods in the Class Data.
- 6.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 6.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

6.4.4 The deadlines for Class Members' written objections, Challenges to Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.5 If the Administrator, Westways or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5 Requests for Exclusion (Opt-Outs).

6.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 6.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 6.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 6.7 Objections to Settlement.
- 6.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 6.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 6.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 6.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 6.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary

Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 6.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 6.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 6.8.4 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 6.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 6.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report

detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. **CLASS PAY PERIODS AND AGGRIEVED EMPLOYEE PAY PERIODS.** Based on a review of its records through March 31, 2023, Westways estimates that Class Members collectively worked a total of 42,228 Pay Periods and that Aggrieved Employees collectively worked a total of 41,183 Pay Periods. If the number of Pay Periods is 15% more than these estimates (after accounting for a pro rata increase through Preliminary Approval), the Parties agree to meet and confer to adjust the closing date of the Class Release Period and/or the PAGA Release Period. Westways agrees to provide Class Counsel with confirmatory discovery in the form of payroll data sufficient to substantiate the number of Pay Periods worked by Class Members and Aggrieved Employees.
8. **WESTWAYS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Westways may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Westways withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Westways will remain responsible for paying all Settlement Administration Expenses incurred to that point. Westways must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Westways that any of the allegations in the Operative Complaint have merit or that Westways has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Westways' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary

Approval, Final Approval or enter Judgment, Westways reserves the right to contest certification of any class for any reasons, and Westways reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Westways' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Westways and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Westways and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Westways, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties

are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Westways nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

Dated: Jul 10, 2023


Rachel Roberts (Jul 10, 2023 16:37 PDT)

RACHEL ROBERTS

Dated: _____

**WESTWAYS STAFFING SERVICES,
INC.**

By: _____

Name: _____


Title: _____

APPROVED AS TO FORM AND CONTENT:

Dated: July 10, 2023

On Behalf of Plaintiff

HAYES PAWLENKO LLP

By: 

Kye D. Pawlenko

On Behalf of Defendant

AKERMAN LLP

Dated: _____

By: _____
Anthony D. Sbardellati

Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

Dated: _____

RACHEL ROBERTS

Dated: 07/17/2023

**WESTWAYS STAFFING SERVICES,
INC.**

By: Harold Sterling

Name: Harold Sterling

Title: CEO

APPROVED AS TO FORM AND CONTENT:

On Behalf of Plaintiff

Dated: _____

HAYES PAWLENKO LLP

By: _____
Kye D. Pawlenko

On Behalf of Defendant

Dated: July 17, 2023

AKERMAN LLP

By: A. Sbardellati
Anthony D. Sbardellati

Long Form Settlement Agreement (FINAL)

Final Audit Report

2023-07-10

Created:	2023-07-10
By:	Kye Pawlenko (kpawlenko@helpcounsel.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP86Flupwan6knprwrX4vcTX8Y4qmXov

"Long Form Settlement Agreement (FINAL)" History







-  Document created by Kye Pawlenko (kpawlenko@helpcounsel.com)
2023-07-10 - 8:39:58 PM GMT- IP address: 76.169.180.203
-  Document emailed to rroberts@outlook.com for signature
2023-07-10 - 8:41:28 PM GMT
-  Email viewed by rroberts@outlook.com
2023-07-10 - 8:52:38 PM GMT- IP address: 107.127.25.80
-  Signer rroberts@outlook.com entered name at signing as Rachel Roberts
2023-07-10 - 11:37:13 PM GMT- IP address: 107.127.25.80
-  Document e-signed by Rachel Roberts (rroberts@outlook.com)
Signature Date: 2023-07-10 - 11:37:15 PM GMT - Time Source: server- IP address: 107.127.25.80
-  Agreement completed.
2023-07-10 - 11:37:15 PM GMT

EXHIBIT B

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HAYES PAWLENKO LLP
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Fax: (626) 921-4932

Attorneys for Plaintiff
RACHEL ROBERTS

FILED
San Diego Superior Court

FEB - 8 2024

Clerk of the Superior Court
By: R. Cersosimo, Deputy

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

RACHEL ROBERTS, an individual on
behalf of herself and others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES, INC.;
and DOES 1 through 10 inclusive,

Defendants.

Case No. 37-2022-00044619-CU-OE-CTL

*[Assigned for all purposes to the Hon.
Richard S. Whitney, Dept. C-68]*

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Reservation No. 3020006

Date: February 2, 2024
Time: 10:30 a.m.
Dept.: C-68

1 **ORDER**

2 Pending before the Court is the Motion for Preliminary Approval of Class Action and
3 PAGA Settlement Agreement ("Settlement") filed by Plaintiff Rachel Roberts ("Plaintiff")
4 individually and on behalf of the proposed Settlement class. Having carefully considered the
5 Motion, its supporting papers, and the arguments of counsel, the Court will GRANT the Motion.
6 Accordingly, the Court ORDERS as follows:


- 7 1. The non-reversionary gross Settlement amount of \$4,000,000 is preliminarily
8 approved;
- 9 2. An enhancement award of up to \$10,000 to Plaintiff for serving as a class representative
10 is preliminarily approved;
- 11 3. Settlement administration expenses payable to CPT Group, Inc. not to exceed \$25,000
12 are preliminarily approved;
- 13 4. Plaintiff's attorneys' fees in an amount up to \$1,333,333.33, which is one-third of the
14 gross Settlement amount, are preliminarily approved;
- 15 5. Plaintiff's attorneys' costs not to exceed \$15,000 are preliminarily approved;
- 16 6. PAGA penalties in the amount of \$100,000 are preliminarily approved;
- 17 7. The proposed Settlement Class, defined as "all non-exempt employees who worked
18 for Westways Staffing Services, Inc. in California at any time from September 5, 2021
19 through May 25, 2023, received a stipend and/or per diem, worked overtime, and had
20 the value of the stipend and/or per diem excluded from the calculation of the overtime
21 rate of pay," is preliminarily and conditionally certified for purposes of settlement;
- 22 8. Plaintiff is preliminarily appointed the representative of the proposed Settlement Class
23 for purposes of settlement;
- 24 9. The law firm of Hayes Pawlenko LLP is preliminarily appointed counsel for the
25 proposed Settlement Class for purposes of settlement;
- 26 10. The proposed Notice, included as Exhibit A to the Settlement, is approved;
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- 11. The Settlement Administrator is directed to mail the Notice by First Class Mail to the Settlement Class members pursuant to the terms of the Settlement; and
- 12. A Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable and adequate as to the members of the proposed Settlement Class is scheduled for August 2, 2024 at 10:30 a.m. in Department C-68.

IT IS SO ORDERED.

DATED: 2-8-24



HON. RICHARD S. WHINTEY
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My business address is 1414 Fair Oaks Avenue, Suite 2B South Pasadena, CA 91030.

3. I served copies of the following documents (specify the exact title of each document served):

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

4. I served the documents listed above in item 3 on the following persons at the addresses listed:

Sarah Kroll-Rosenbaum (sarah.kroll-rosenbaum@akerman.com)

Anthony D. Sbardellati (anthony.sbardellati@akerman.com)

Nancy Sotomayor (nancy.sotomayor@akerman.com)

5. By electronic transmission via EMAIL PURSUANT TO CRC 2.251(c).

6. I served the documents by the means described in item 5 on (date): September 13, 2023

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

9/13/23

Kye D. Pawlenko

/s/Kye D. Pawlenko

DATE

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

EXHIBIT C

FILED
San Diego Superior Court

AUG - 6 2024

Clerk of the Superior Court

By: R. Cersosimo, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

RACHEL ROBERTS, an individual on
behalf of herself and others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES, INC.;;
and DOES 1 through 10 inclusive,

Defendants.

Case No. 37-2022-00044619-CU-OE-CTL

*[Assigned for all purposes to the Hon.
Richard S. Whitney, Dept. C-68]*

CLASS ACTION

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Date: August 2, 2024
Time: 10:30 a.m.
Dept.: C-68

1 On August 2, 2024 at 10:30 a.m. a final approval hearing was held on Plaintiff Rachel
2 Roberts' ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement
3 Agreement and Approval of Attorneys' Fees, Costs, Service Award, and Settlement Administrator
4 Expenses. Hayes Pawlenko LLP appeared on behalf of Plaintiff and Akerman LLP appeared on
5 behalf of Defendant Westways Staffing Services, Inc. ("Defendant").

6 The parties filed their Class Action and PAGA Settlement Agreement ("Settlement
7 Agreement" or "Settlement") with this Court on September 13, 2023, and on February 8, 2024 this
8 Court issued an Order granting preliminary approval of the Settlement. In accordance with the
9 Order granting preliminary approval of the Settlement, all affected current and former employees
10 have been given adequate notice of the terms of the Settlement and the opportunity to object to it
11 or to exclude themselves from it.

12 Having conducted a final approving hearing and having considered the Settlement, the
13 motions for preliminary and final approval of the Settlement, and all documents, arguments, and
14 evidence presented regarding those motions, the Court hereby ORDERS and enters JUDGMENT
15 as follows:

16 1. Except as otherwise specified herein, the Courts adopts, for purposes of this Order
17 and Judgment, all defined terms set forth in the Settlement Agreement.

18 2. For settlement purposes only, the Court confirms certification of the following class
19 as defined in the Settlement:

20 All non-exempt employees who worked for Westways Staffing
21 Services, Inc. in California at any time from September 5, 2021 through
22 May 25, 2023, received a stipend and/or per diem, worked overtime,
23 and had the value of the stipend and/or per diem excluded from the
24 calculation of the overtime rate of pay (hereafter "Class").

25 3. The Court confirms the appointment of Plaintiff as representative of the Class for
26 purposes of the Settlement.
27

1 damages, and all other associated damages and/or penalties, including but not limited to claims
2 under Labor Code section 2698, et seq., Labor Code section 510, all applicable IWC Wage Orders,
3 Business and Professions Code section 17200 et seq., and any and all claims or potential claims
4 for lost wages and/or benefits, consequential economic damages, other economic damages,
5 punitive damages, any other damages, attorneys' fees and costs and interest, through the Class
6 Release Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members
7 do not release any other claims, including claims for vested benefits, wrongful termination,
8 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
9 security, workers' compensation or claims based on facts occurring outside the Class Period.

10 9. Upon Defendant's compliance with its funding obligations under the Settlement,
11 all individuals who qualify as an Aggrieved Employee under the Settlement, regardless of whether
12 such individuals opted-out of the Class, shall release, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
14 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
15 have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the
16 PAGA Notice and ascertained in the course of the Action through the PAGA Release Period. This
17 also includes, but is not limited to, any and all PAGA claims alleged or that could have been
18 alleged based on the facts of Plaintiff's PAGA letter or any complaint, including but not limited to
19 claims for civil penalties under Labor Code section 2698, et seq., Labor Code sections 510 and all
20 applicable IWC Wage Orders, through the PAGA Release Period.

21 10. Upon Defendant's compliance with its funding obligations under the Settlement,
22 Plaintiff Rachel Roberts and her respective former and present spouses, representatives, agents,
23 attorneys, heirs, administrators, successors and assigns generally, shall additionally release and
24 discharge Released Parties from all claims described in Paragraph 5.1 and 5.1.1 of the Settlement.

25 11. The Court approves the following deductions from the \$4,000,000 gross settlement
26 amount ("Gross Settlement"):

27 a. PAGA penalties in the gross amount of \$100,000, allocated 75% (\$75,000)

1 to the California Labor & Workforce Development Agency ("LWDA") and 25% (\$25,000) to the
2 Aggrieved Employees as defined in the Settlement;

3 b. A class representative service award to Plaintiff in the amount of \$10,000
4 for her services in prosecuting this action and representing the Class;

5 c. Attorneys' fees to Class Counsel in the amount of \$1,333,333.33 (1/3 of the
6 Gross Settlement);

7 d. Reimbursement of litigation costs to Class Counsel in the amount of
8 \$6,109.61; and

9 e. Settlement administration fees and expenses to CPT Group, Inc. in the
10 amount of \$16,250.

11 12. By means of this Order and Judgment, the Court hereby enters a final judgment in
12 this action.

13 13. Pursuant to California Code of Civil Procedure § 664.6 and California Rule of
14 Court 3.769(h), this Court shall retain jurisdiction to enforce the terms of the Settlement and this
15 Order and Judgment.

16 14. Notice of this Order and Judgment shall be posted on the website established for
17 this case and hosted by the settlement administrator.

18 15. Plaintiff shall file a final report regarding distribution of the Settlement and any
19 uncashed checks by July 31, 2025.

20 **JUDGMENT IS SO ENTERED.**

21
22 DATED: 8-6-24

23 
24 HON. RICHARD S. WHINTEY
25 Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

- 1. At the time of service I was at least 18 years of age and not a party to this legal action.
- 2. My business address is 1414 Fair Oaks Avenue, Suite 2B South Pasadena, CA 91030.
- 3. I served copies of the following documents (specify the exact title of each document served):

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

- 4. I served the documents listed above in item 3 on the following persons at the addresses listed:

Sarah Kroll-Rosenbaum (sarah.kroll-rosenbaum@akerman.com)
 Anthony D. Sbardellati (anthony.sbardellati@akerman.com)
 Nancy Sotomayor (nancy.sotomayor@akerman.com)

- 5. **By electronic transmission via EMAIL PURSUANT TO CRC 2.251(c).**

- 6. I served the documents by the means described in item 5 on *(date)*: July 5, 2024

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7/5/24

Matthew B. Hayes

/s/Matthew B. Hayes

DATE

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

EXHIBIT D

COURT APPROVED SUPPLEMENTAL NOTICE OF CLASS ACTION SETTLEMENT

Rachel Roberts v. Westways Staffing Services, Inc., Case No. 37-2022-00044619-CU-OE-CTL

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Westways Staffing Services, Inc. (“Westways”) for alleged wage and hour violations. The Action was filed by a Westways employee Rachel Roberts (“Plaintiff”) and seeks payment of (1) back wages for a class of hourly employees (“Class Members”) who worked for Westways during the Class Period, September 5, 2021 to May 25, 2023; and (2) penalties under the California Private Attorneys General Act (“PAGA”) for hourly employees who worked for Westways during the PAGA Period October 20, 2021 to May 25, 2023 (“Aggrieved Employees”).

The Settlement has two main parts: (1) a Class Settlement requiring Westways to fund Individual Class Payments, and (2) a PAGA Settlement requiring Westways to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Westways’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding)**. The actual amount you receive may be different and will depend on a number of factors.

The above estimates are based on Westways’ records showing that **you worked _____ pay periods** during the Class Release Period (September 5, 2021 to February 8, 2024). If you believe that you worked more workweeks during the Class Release Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already approved the Settlement and issued a judgment requiring Westways to make payments under the Settlement and required Class Members and Aggrieved Employees to give up their rights to assert certain claims against Westways.

The Court has approved this additional notice and subsequent settlement disbursement because you are part of the Settlement but were inadvertently omitted from the initial mailing and disbursement. The Court has ordered Westways to make a settlement payment available to you to comply with the terms of the approved Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.

If you worked for Westways during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Westways.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Westways

Westways will not retaliate against you for any actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Westways that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment depend on how many pay periods you worked at least one day during the Class Release. The number of Class Release Period pay periods you worked according to Westways' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Westways employee. The Action accuses Westways of violating California labor laws by failing to pay overtime wages at the correct hourly rate. Based on the same claim, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:

Hayes Pawlenko LLP ("Class Counsel.")

Westways strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court did not make any determination whether Westways or Plaintiff is correct on the merits. In the meantime, Plaintiff and Westways hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Westways negotiated a Settlement and the Court granted Final Approval on August 6, 2024. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Westways did not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Westways has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court approved the Settlement as fair, reasonable and adequate, authorized this Notice, and held a hearing before granting Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Westways Paid \$4,000,000 as the Gross Settlement Amount (Gross Settlement). Westways deposited the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator used the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties paid to the California Labor and Workforce Development Agency (“LWDA”).
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, the Court approved the following deductions from the Gross Settlement:
 - A. \$1,333,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and \$6,109.61 for their litigation expenses.
 - B. \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award are monies only Plaintiff received other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. \$16,250 to the Administrator for services administering the Settlement.
 - D. \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Release Period pay periods.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator distributed the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Release Period pay periods. The Net Settlement resulted in an estimated rate per pay period of \$41.69 for the Participating Class Members.
- d. Court Approved Augmented Disbursement for Inadvertently Omitted Class Members. The Court approved a supplemental payment to be made by Westways in the amount of \$68,913.57 to be distributed on a pro rata basis to the employees who were inadvertently omitted from the initial disbursement. Consistent with the Net Settlement distributed from the initial disbursement, this supplemental payment likewise makes available an estimate rate per pay period of \$41.69 for those employees who were inadvertently omitted from the initial disbursement.
- e. Taxes Owed on Payments to Class Members. The Court to approved an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Westways will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Westways have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- f. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- g. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Westways, if any.
- h. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member

Challenges over pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

- i. Participating Class Members' Release. Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Westways or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Westways and its agents from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including claims for (1) failure to pay overtime wages; (2) violation of Business & Professions Code section 17200; and (3) violation of California Labor Code section 2698, *et seq.* ("PAGA") based on the allegations in the Operative Complaint, as well as any and all wage and hour claims asserted or which could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Release Period. This also includes, but is not limited to, any and all claims alleged or that could have been alleged based on the facts of the Operative Complaint or any further amended complaint for unpaid wages, economic damages, non-economic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including but not limited to claims under Labor Code section 2698, *et seq.*, Labor Code section 510, all applicable IWC Wage Orders, Business and Professions Code section 17200 *et seq.*, and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, any other damages, attorneys' fees and costs and interest, through the Class Release Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the additional payment in the amount of \$68,913.57 by the total number of pay periods worked by all Participating Class Members who were inadvertently omitted from the class settlement data, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member who was inadvertently omitted from the class settlement data.

2. **Pay Period Challenges.** The number of Class pay periods you worked during the Class Release Period, as recorded in Westways' records, are stated in the first page of this Notice. You have until ___ to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Westways' calculation of pay periods based on Westways' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Westways' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Rachel Roberts v. Westways Staffing Services, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 8 of the Notice has the Administrator's contact information.

7. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Westways and Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at www.cptgroupcaseinfo.com/westwaysstaffingsettlement.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Error! Unknown document property name.

Matthew B. Hayes
mhayes@helpcounsel.com
Kye D. Pawlenko
kpawlenko@helpcounsel.com
HAYES PAWLENKO LLP
1414 Fair Oaks Avenue, Suite 2B
South Pasadena, California 91030
Tel: (626) 808-4357
Fax: (626) 921-4932

Settlement Administrator:
Roberts v. Westways Staffing Services, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, California 92606
Tel: 1-888-529-0565
Fax: 949-419-3446
Email: westwaysstaffingsettlement@cptgroup.com

8. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

9. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California; I am over the age of 18 years
4 and not a party to this action. My business address is 601 West Fifth Street, Suite 300, Los Angeles,
California 90071.

5 On **October 21, 2024**, I served the following document(s) described as:

6 **JOINT STIPULATION TO AUGMENT DISBURSEMENT OF SETTLEMENT FUNDS TO
7 INADVERTENTLY OMITTED CLASS MEMBERS; [PROPOSED] ORDER**

8 on the persons below as follows:

9 Matthew B. Hayes, Esq. 10 Kye D. Pawlenko, Esq. 11 HAYES PAWLENKO LLP 12 1414 Fair Oaks Ave, Unit 2B 13 South Pasadena, California 91030 14 Telephone: (626) 808-4357 15 Facsimile: (626) 921-4932 16 Email: mhayes@helpcounsel.com 17 kpawlenko@helpcounsel.com	18 <i>Attorneys for Plaintiff</i> 19 RACHEL ROBERTS
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------

- 16 **BY MAIL:** I am “readily familiar” with the firm’s practice of collection and processing
17 correspondence for mailing with the United States Postal Service. Under that practice, it would
18 be deposited with the United States Postal Service that same day in the ordinary course of
19 business. Such envelope(s) were placed for collection and mailing with postage thereon fully
20 prepaid at Los Angeles, California, on that same day following ordinary business practices.
(C.C.P. § 1013 (a) and 1013a(3))
- 21 **BY FACSIMILE:** I caused said document(s) to be transmitted by facsimile pursuant to Rule
22 2008 of the California Rules of Court. The telephone number of the sending facsimile machine
was (213) 627-6342. The name(s) and facsimile machine telephone number(s) of the person(s)
23 served are set forth in the service list. The document was transmitted by facsimile
transmission, and the sending facsimile machine properly issued a transmission report
24 confirming that the transmission was complete and without error.
- 25 **BY ELECTRONIC SERVICE:** I caused such document(s) to be electronically served on
26 the party identified and no error was received when transmitted.
- 27 **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility
28 regularly maintained by the overnight service carrier, or delivered such document(s) to a
courier or driver authorized by the overnight service carrier to receive documents, in an
envelope or package designated by the overnight service carrier with delivery fees paid or
provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))
- BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the
residence of the addressee(s).

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BY CM/ECF ELECTRONIC FILING: I caused the above document(s) to be transmitted to the office(s) of the addressee(s) listed above by electronic mail at the e-mail address(es) set forth above pursuant to Fed.R.Civ.P.5(d)(1). "A Notice of Electronic Filing (NEF) is generated automatically by the ECF system upon completion of an electronic filing. The NEF, when e-mailed to the e-mail address of record in the case, shall constitute the proof of service as required by Fed.R.Civ.P.5(d)(1). A copy of the NEF shall be attached to any document served in the traditional manner upon any party appearing pro se."

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on **October 21, 2024**, at Los Angeles, California.

Carol Corder

(Type or print name)

Carol Corder

(Signature)