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 16 Go Green NorCal, LLC

17
 18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 19 **FOR THE COUNTY OF SAN DIEGO**

20 ADRIANA MORA, individually and on behalf of
 21 all others similarly situated,

22 Plaintiff,

23 vs.

24 GO GREEN NORCAL, LLC; and DOES 1
 25 through 20, inclusive,

26 Defendant.

Case No. 37-2020-00038089-CU-OE-CTL

*Assigned for All Purposes to:
 Hon. Timothy Taylor
 Dept. C-72*

**JOINT STIPULATION OF CLASS
 ACTION AND REPRESENTATIVE
 ACTION SETTLEMENT AND RELEASE**

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class
5 Action and Representative Action Settlement and Release (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Adriana Mora (“Named Plaintiff”)
7 and the Class Members and PAGA Group Members, on the one hand, and Defendant Go Green
8 Norcal, LLC (“Go Green” or “Defendant”), on the other hand. Named Plaintiff and Defendant
9 collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the gross settlement amount of One Hundred Thousand
12 Dollars (\$100,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant
13 to the terms and conditions of this Agreement and for the consideration set forth herein, including
14 but not limited to, a release of all claims by Named Plaintiff and the Class Members and PAGA
15 Group Members as set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Adriana Mora, individually and on*
21 *behalf of all others similarly situated v. Go Green Norcal, LLC; and DOES 1 through 20, inclusive,”*
22 Case No. 37-2020-00038089-CU-OE-CTL, commenced on October 21, 2021, with the operative
23 First Amended Complaint filed on June 15, 2021, pending in the Superior Court of the State of
24 California for the County of San Diego as a putative class action and representative action.

25 b. “Agreement” or “Settlement” means this Joint Stipulation of Class Action and
26 Representative Action Settlement and Release, including the attached Exhibit(s).

27
28

1 c. "Class" means all persons who are employed or have been employed by Defendant
2 as nonexempt who worked at Defendant's locations in California at any time during the Class
3 Period.

4 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

5 AEGIS LAW FIRM, PC
6 Samuel A. Wong
7 Kashif Haque
8 Jessica L. Campbell
9 Carolyn M. Bell
10 Jordan Wysocki
11 9811 Irvine Center Drive, Suite 100
12 Irvine, California 92618
13 Telephone: (949) 379-6250
14 Facsimile: (949) 379-6251

15 e. "Class List" means a list based on Defendant's business records that identifies each
16 Class Member's name, last known home or mailing address, Social Security number or, as
17 applicable, other taxpayer identification number, start and end dates of employment as a non-exempt
18 employee of Defendant in the State of California, and the number of Qualifying Workweeks worked
19 during the Class Period.

20 f. "Class Member(s)" means all members of the Class.

21 g. "Class Notice" means the Notice of Class and Representative Action Settlement in a
22 form substantially similar to the form attached hereto as Exhibit A, in both English and Spanish, as
23 approved by the Court, that will be mailed to Class Members' last known addresses and which will
24 provide Class Members with information regarding the Action and information regarding the
25 Settlement of the Action.

26 h. "Class Period" means July 1, 2019, through the Preliminary Approval Date or August
27 11, 2021, whichever is earlier.

28 i. "Court" means the California Superior Court for the County of San Diego, where the
Action is currently pending, or any other court assuming jurisdiction of the Settlement.

j. "Date of Finality" means the later of the following: (1) the date the Final Order is
signed if no timely objections are filed to the Settlement; (2) if objections are filed and overruled,
and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if a timely

1 appeal or other judicial review is taken from the Court’s overruling of objections to the settlement,
2 ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order
3 becomes final.

4 k. “Defendant” means Defendant Go Green Norcal, LLC.

5 l. “Defense Counsel” means counsel for Defendant:

6 SCHOR VOGELZANG & CHUNG LLP
7 JULIE A VOGELZANG, State Bar No. 174411
8 LISA HIRD CHUNG, State Bar No. 246766
9 julie@svclegal.com
10 lisa@svclegal.com
11 2170 Fourth Ave
12 San Diego, California 92101
13 Telephone: (619) 906-2400
14 Facsimile: (619) 906-2401

15 m. “Disposition” means the method by which the Court approves the terms of the
16 Settlement and retains jurisdiction over its enforcement, implementation, construction,
17 administration, and interpretation.

18 n. “Enhancement Payment” means a monetary amount of up to Five Thousand Dollars
19 (\$5,000.00) for the Named Plaintiff, subject to Court approval, in recognition of her effort and work
20 in prosecuting the Action on behalf of Class Members, and for her general release of claims.

21 o. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
22 formal court order signed by the Court following the Final Fairness and Approval Hearing in
23 accordance with the terms herein, approving this Agreement, granting final approval of the
24 settlement, and issuing an associated entry of final judgment.

25 p. “Gross Settlement Amount” means One Hundred Thousand Dollars and Zero Cents
26 (\$100,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All
27 Individual Settlement Payments, Settlement Administration Costs, the PAGA Settlement Amount,
28 attorney’s fees and costs, and Enhancement Payment, pursuant to Section 3.06(d) below, shall be
paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the
payments made under this settlement shall be paid by Defendant separate from and in addition to

1 the Gross Settlement Amount. The Gross Settlement Amount is subject to pro rata increases pursuant
2 to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

3 q. "Individual Settlement Payment(s)" means each Participating Class Member's
4 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
5 by the calculations provided in this Agreement.

6 r. "LWDA" means the State of California Labor and Workforce Development Agency.

7 s. "LWDA Payment" means 75% of the \$1,000 allocated to the settlement of PAGA
8 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
9 this Agreement, as provided for below.

10 t. "Motion for Final Approval" means Plaintiff's submission of a written motion,
11 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
12 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
13 to enter a Final Order in this Action.

14 u. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
15 including any evidence as may be required for the Court to grant preliminary approval of the
16 Settlement as required by Rule 3.769 of the California Rules of Court.

17 v. "Named Plaintiff" means Adriana Mora.

18 w. "Net Settlement Amount" means the Gross Settlement Amount, less Court-approved
19 Settlement Administration Costs, Class Counsels' attorney's fees and costs, Enhancement Payment,
20 and LWDA Payment, pursuant to Section 3.06(a)-(e) below.

21 x. "Non-Participating Class Member(s)" means any Class Member(s) who submit to
22 the Settlement Administrator a valid and timely written request to be excluded from the Class
23 pursuant to Section 3.04(b) below.

24 y. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
25 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

26 z. "Objection" means a Class Member's valid and timely written objection to the
27 Settlement Agreement. For an Objection to be valid, it must comply with the instruction in the Notice
28 Packet, attached hereto as **Exhibit A**.

1 aa. “PAGA” means the California Private Attorneys General Act of 2004, which is
2 codified in California Labor Code §§ 2698 *et seq.*

3 bb. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
4 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
5 agreed that the PAGA Settlement Amount is One Thousand Dollars (\$1,000), subject to Court
6 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
7 remaining 25% will be added to the Net Settlement Amount and distributed pro rata to PAGA Group
8 Members, as described in this Agreement. PAGA Group Members will receive payment from the
9 employee portion of the PAGA Settlement Amount regardless of whether they submit a Request for
10 Exclusion if the PAGA Settlement Amount is approved by the Court.

11 cc. “PAGA Group Members” means all Class Members employed by Defendant at any
12 time during the PAGA Period.

13 dd. “PAGA Period” means October 20, 2019, through the Preliminary Approval Date or
14 August 11, 2021, whichever is earlier.

15 ee. “Participating Class Member(s)” is defined as a Class Member who does not timely
16 exclude himself or herself from the Settlement by submitting a valid Request for Exclusion, and will
17 therefore receive his or her share of the Net Settlement Amount automatically without the need to
18 return a claim form. Each Participating Class Member will be paid his/her Individual Settlement
19 Payment.

20 ff. “Preliminary Approval Date” means the date the Court preliminarily approves the
21 Settlement embodied in this Agreement.

22 gg. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
23 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
24 Administrator for the benefit of Participating Class Members.

25 hh. “Qualifying Workweeks” means the number of weeks that Class Members worked
26 as a Class Member during the Class Period, rounded up to the next whole integer.

27 ii. “Released Parties” means Defendant and all of its current and former officers,
28 directors, members, managers, employees, consultants, partners, shareholders, parent companies,

1 subsidiaries, affiliates, joint ventures, agents, successors, assigns or legal representatives, including
2 but not limited to Go Green Agriculture, Inc. and Pierre Sleiman, Jr.

3 jj. “Request for Exclusion” means a valid and timely written statement submitted by a
4 Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion
5 must comply with the instructions in the Notice Packet, attached hereto as **Exhibit A**. To be
6 effective, the Request for Exclusion must be postmarked by the Response Deadline and received by
7 the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of
8 claims arising under PAGA and shall not preclude the Class Member from receiving their share of
9 the PAGA Settlement Amount.

10 kk. “Response Deadline” means the deadline by which Class Members must postmark
11 or fax to the Settlement Administrator Requests for Exclusion or written notices of Objection. The
12 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
13 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
14 federal holiday, in which case the Response Deadline will be extended to the next day on which the
15 U.S. Postal Service is open. The Response Deadline will be extended, as set forth pursuant to Section
16 3.03 below, if there is a re-mailing.

17 ll. “Settlement Administration Costs” means all costs incurred by the Settlement
18 Administrator in administration of the Settlement, including, but not limited to, printing,
19 distributing, and tracking documents for this Settlement, translating the Notice Packet into Spanish,
20 calculating/confirming the class member Qualifying Workweeks from the information contained in
21 the Class List, mailing of the Notice Packet to the Class, calculation of each Participating Class
22 Member’s Individual Settlement Payments, generation of Individual Settlement Payment checks and
23 related tax reporting forms, administration of unclaimed checks, generation of checks to Class
24 Counsel for attorneys’ fees and costs, to Named Plaintiff for her Enhancement Payment, and to the
25 LWDA, providing necessary reports and declarations, and other duties and responsibilities set forth
26 herein to process this Settlement, and as requested by the Parties or the Court. The Settlement
27 Administration Costs shall be paid from the Gross Settlement Amount.

28

1 mm. "Settlement Administrator" means Phoenix Settlement Administrators, which the
2 Parties have agreed will be responsible for the administration of the Individual Settlement Payments
3 to be made by Defendant from the Gross Settlement Amount and related matters under this
4 Agreement. The Parties represent that they do not have any financial interest in the Settlement
5 Administrator or otherwise have a relationship with the Settlement Administrator that could create
6 a conflict of interest.

7 **ARTICLE II**

8 **CONTINGENT NATURE OF THE AGREEMENT**

9 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

10 Because the Parties have stipulated to the certification of the Class with respect to all causes
11 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary
12 and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional
13 basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of
14 Finality does not occur, the Agreement shall be considered void ab initio and shall be of no force or
15 effect whatsoever and shall not be referred to or utilized for any purpose whatsoever. Defendant
16 does not consent to certification of the Class or that Plaintiff is an adequate class representative for
17 any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur,
18 or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will
19 be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with
20 respect to the Action as if the Agreement had not been entered into. In the event that the Date of
21 Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any
22 class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited
23 thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the
24 fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court
25 preliminarily approved the certification of the Class, shall not be used or cited thereafter by any
26 person or entity, including in any manner whatsoever, including without limitation any contested
27 proceeding relating to the certification of any class. If the Date of Finality does not occur, this
28 Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be

1 referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge
2 the propriety of class certification in the Action for any purpose or that Plaintiff is an adequate class
3 representative, if the Date of Finality does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the
5 Court relating to the approval and implementation of this Agreement and shall otherwise use their
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
8 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
9 resolution, the Parties agree to seek the assistance of mediator Steve G. Pearl to resolve the dispute.

10 **ARTICLE III**

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be as
13 follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiff will bring a motion before the Court for an order conditionally certifying
16 the Class to include all claims pled in the Action based on the preliminary approval of this
17 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
18 "Preliminary Approval Date."

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen Phoenix Settlement Administrators to administer this Settlement
21 and to act as the Settlement Administrator, including but not limited to distributing and responding
22 to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the
23 Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
24 Payment checks and distributing them to Participating Class Members, establishing and maintaining
25 the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement
26 Payment check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing
27 authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of
28 this Agreement.

1 All Settlement Administration Costs shall be paid to the Settlement Administrator from the
2 Gross Settlement Amount.

3 **Section 3.03: Notice to Class Members**

4 No later than ten (10) calendar days after the end of the Class Period, Defendant will provide
5 the Settlement Administrator with the Class List in electronic format based on its business records.

6 Within ten (10) business days of receiving the Class List from Defendant or the Preliminary
7 Approval Date, whichever is later, the Settlement Administrator will send Class Members, by first-
8 class mail, at their last known address identified in the Class List, the Court approved Notice Packet.
9 The Notice Packet will include (a) information regarding the nature of the Action; (b) a summary of
10 the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
11 respective Class Member worked for Defendant during the Class Period; (e) a calculation of the
12 Class Member's approximate Individual Settlement Payment and the formula for calculating
13 Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period;
14 (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to
15 the Settlement, or Qualifying Workweek disputes; (h) the Released Claims, as set forth herein; and
16 (j) the date for the Final Fairness and Approval hearing. Class Members will have until the Response
17 Deadline to postmark an Objection or Requests for Exclusion. Prior to the initial mailing, the
18 Settlement Administrator will check all Class Member addresses against the National Change of
19 Address database and shall update any addresses before mailing. The Settlement Administrator will
20 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
21 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
22 have fifteen (15) calendar days from the re-mailing, or until the Response Deadline, whichever is
23 later, in which to postmark an Objection or Request for Exclusion. Class Members shall not be
24 required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

25 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
26 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
27 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
28 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or

1 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
2 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the Parties
3 that reasonable means be used to locate Class Members and that the Settlement Administrator be
4 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
5 Individual Settlement Payments to all Participating Class Members.

6 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
7 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
8 status report provided to the Parties.

9 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
10 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
11 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
12 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
13 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
14 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
15 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
16 procedures set forth in Section 3.06(f) below.

17 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
18 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
19 attesting to completion of the notice process, including any attempts to obtain valid mailing
20 addresses for and re-sending of any returned Notice Packets, as well as the number of valid and
21 timely Requests for Exclusion and Objections that the Settlement Administrator received.

22 **Section 3.04: Responses to Notice**

23 **a. Class Member Disputes**

24 If any Class Member disagrees with Defendant's records as to his or her Qualifying
25 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
26 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
27 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
28 supporting documentation. The Notice will also provide a method for the Class Member to challenge

1 the employment data on which his or her Individual Settlement Payment is based. The Settlement
2 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
3 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
4 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
5 the information provided to it.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude himself or herself from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written Request for Exclusion must be signed by the Class
9 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
11 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
12 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
13 (*i.e.*, opt out), including the language to be used in a Request for Exclusion. The date of the initial
14 mailing of the Notice Packet, and the date the signed Request for Exclusion was postmarked, shall
15 be conclusively determined according to the records of the Settlement Administrator. Any Class
16 Member who timely and validly requests exclusion from the Class and this Settlement will not be
17 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
18 Agreement, and will not have any right to object, appeal, or comment thereon.

19 Any Class Member who fails to timely submit a valid Request for Exclusion shall
20 automatically be deemed a Class Member whose rights and claims with respect to the issues raised
21 in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and
22 by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered
23 by the Action and/or released in this Agreement will be extinguished.

24 **c. Objections to Settlement**

25 For any Class Member to object to this Agreement, or any term of it, the person making the
26 objection must not submit a Request for Exclusion (*i.e.*, must not opt out), and should send to the
27 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
28 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

1 a written Objection, signed by the objecting Class Member or his or her attorney, along with all
2 supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed
3 Objection was postmarked, shall be conclusively determined according to the records of the
4 Settlement Administrator. The Settlement Administrator shall send any objections it receives to
5 Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
6 also appear at the Final Fairness and Approval Hearing to object. The Court retains final authority
7 with respect to the consideration and admissibility of any Class Member Objections.

8 **d. Encouragement of Class Members**

9 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
10 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself
11 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
12 from Class Members.

13 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

14 Defendant has estimated the number of Class Members as 82 and the number of Qualifying
15 Workweeks to be 1,937 between July 1, 2019, and May 11, 2021. If the total number of Qualifying
16 Workweeks from July 1, 2019, to May 11, 2021, are determined to be in excess of 110% of 1,937
17 (which is more than 2,131) Qualifying Workweeks, there will be a pro rata adjustment to the Gross
18 Settlement Amount equal to \$51.63 per additional Qualifying Workweek above 2,131 Qualifying
19 Workweeks. Separately, the Settlement anticipates that the number of Qualifying Workweeks will
20 naturally increase by 10% by the end of the Class Period up to 2,131 Qualifying Workweeks. If the
21 total number of Qualifying Workweeks during the Class Period are determined to be in excess of
22 2,344 (110% of 2,131) Qualifying Workweeks, there will be a pro rata adjustment to the Gross
23 Settlement Amount equal to \$51.63 per additional Qualifying Workweek above 2,344 Qualifying
24 Workweeks.

25 **f. Defendant's Option to Withdraw**

26 If more than 10% of the Class Members submit valid and timely Requests for Exclusion
27 forms pursuant to Section 3.04(b), Defendant at its sole option may withdraw from the Agreement
28 and Defendant's obligations under prior agreements to settle this Action is entirely void. If

1 Defendant elects to void the Agreement pursuant to this option, it must pay for all Settlement
2 Administration Costs to date and the cost of informing the Class Members that the Agreement was
3 voided.

4 **Section 3.05 Approval Hearings**

5 **a. Preliminary Approval Hearing**

6 After execution of this Agreement, Plaintiff will file a Motion for Preliminary Approval of
7 the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional
8 certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed
9 Settlement Agreement, and (c) setting a date for a Final Fairness and Approval hearing. The
10 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
11 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
12 Agreement, which sets forth the terms of the Settlement, along with the proposed Notice Packet
13 attached as Exhibit A. Defendant shall not oppose the motion for preliminary approval of the
14 Settlement so long as the motion and supporting papers are consistent with the terms of this
15 Agreement. Class Counsel shall provide Defendant with a reasonable opportunity to review, and
16 provide comments to, the motion for preliminary approval of the Settlement before the motion and
17 supporting papers are filed with the Court.

18 **b. Final Fairness and Approval Hearing**

19 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
20 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
21 and determine whether the Court should give it final approval, and (2) consider any objections made
22 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
23 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
24 Proposed Final Order Approving Settlement of Class Action.

25 **Section 3.06: Settlement Payment Procedures**

26 **a. Settlement Amount**

27 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay
28 the Gross Settlement Amount in the amount of One Hundred Thousand Dollars (\$100,000.00),

1 subject to a pro rata increase under the conditions set forth in Section 3.04(e). The Gross Settlement
2 Amount includes all Individual Settlement Amounts to Participating Class Members, all Settlement
3 Administration Costs, Class Counsel’s attorney’s fees and costs, PAGA Settlement Amount, and the
4 Enhancement Payment.

5 On June 10, 2021, Defendant deposited \$50,000 (“Initial Amount”) into a QSF opened by
6 the Settlement Administrator, to be held in trust pending preliminary approval.

7 Defendant shall deposit \$50,000 (“Final Amount”) into the QSF on or before September 8,
8 2021, ninety (90) days after deposit of the Initial Amount. If the Right of Plaintiff to Adjust Gross
9 Settlement Amount (“Escalator Clause”) is triggered, as set forth in Section 3.04(e), the additional
10 funds owed (“Extra Amount”) will be due thirty (30) days after the date the Escalator Clause is
11 triggered. If the Settlement is not finally approved by the Court for any reason, the Initial Amount
12 and the Final Amount will be returned to Defendant within ten (10) days of notice that the Court
13 will not finally approve the Settlement, and any Settlement Administration Costs incurred will be
14 split evenly and paid by each of the Parties to the Settlement Administrator.

15 Defendant shall transfer Defendant’s share of employer-side payroll taxes, on or before thirty
16 (30) days after deposit of the Final Amount, into a QSF established by the Settlement Administrator
17 either directly or by sending the funds to the Settlement Administrator to be deposited and distributed
18 as set forth in this Agreement.

19 Within ten (10) court days after receiving Defendant’s Final Amount, funding the Gross
20 Settlement Amount in full, or the Date of Finality, whichever is later, the Settlement Administrator
21 will pay the Individual Settlement Payments to Participating Class Members, Class Counsel’s
22 attorneys’ fees and costs, LWDA Payment, the Enhancement Payment, Settlement Administration
23 Costs, and employer and employee tax withholdings applicable to the Net Settlement Amount
24 allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search
25 based on the National Change of Address Database to update and correct for any known or
26 identifiable address changes.

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1 **b. Payment of Attorneys' Fees and Costs**

2 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
3 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Thirty-
4 Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33).
5 Class Counsel shall submit an application for an award of costs not to exceed Ten Thousand Dollars
6 (\$10,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
7 Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these
8 amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of
9 their application for an award of attorneys' fees and costs.

10 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
11 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
12 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
13 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
14 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
15 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
16 will be reallocated to the Net Settlement Amount.

17 **c. Payment of Settlement Administration Costs**

18 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
19 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
20 Five Thousand Seven Hundred and Fifty Dollars (\$5,750.00).

21 **d. Payment of Enhancement Payment to Named Plaintiff**

22 Subject to Court approval, the Named Plaintiff shall receive an Enhancement Payment of up
23 to Five Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose.
24 The Enhancement Payment shall be paid out of the Gross Settlement Amount and shall not constitute
25 payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the
26 Court approves less than the amount of Enhancement Payment that Class Counsel request, the
27 difference between the requested and awarded amounts will be reallocated to the Net Settlement
28 Amount.

1 Because it is the intent of the Parties that the Enhancement Payment represents payment to
2 Named Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator
3 will not withhold any taxes from the Enhancement Payment. The Enhancement Payment will be
4 reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and
5 to the pertinent taxing authorities as required by law.

6 **e. Payment to the Labor and Workforce Development Agency**

7 In consideration of claims made under PAGA, Class Counsel will request that the Court
8 approve allocation of One Thousand Dollars (\$1,000) of the Gross Settlement Amount to these
9 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
10 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
11 to the Net Settlement Amount for distribution to PAGA Group Members on a pro rata basis based
12 on the total number of pay periods (full or partial) worked by each PAGA Member during the PAGA
13 Period. Partial pay periods shall be rounded up to the nearest whole integer. Defendant will not
14 oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement
15 Amount. The Court’s adjustment, if any, of the amount allocated to the PAGA claim in the Action
16 will not invalidate this Agreement.

17 **f. Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
21 each Class Member. To calculate the minimum amount each Class Member will receive based on
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
23 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
24 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
25 Member’s approximate Individual Settlement Payment amount will be included in his or her Notice
26 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
27 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on
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1 the individual Qualifying Workweeks worked during the Class Period by each Participating Class
2 Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using the
4 following formula: 1/3 allocated to wages and 2/3 allocated to interest and penalties. The amounts
5 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages,
6 and all other authorized and required withholdings and shall be reported by W-2 forms. The
7 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
8 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
9 other than the tax withholdings customarily made from employees' wages and shall be reported by
10 IRS 1099 forms. For PAGA Group Members who submit a timely and valid Request for Exclusion,
11 they will only receive a PAGA Group Member Payment, for which the Settlement Administrator
12 will issue to the PAGA Group Member an IRS Form-1099.

13 No later than ten (10) business days after receiving the Gross Settlement Amount from
14 Defendant, or the Date of Finality, whichever is later, the Settlement Administrator shall prepare
15 and mail the checks for the Individual Settlement Payments to Participating Class Members.
16 Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be
17 reduced by applicable employer and employee tax withholdings, and the Settlement Administrator
18 will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement
19 Administrator will issue a Form 1099 to the extent required by law for the interest and penalty
20 portions of the Individual Settlement Payments. Participating Class Members shall have 180 days
21 from the date their Individual Settlement Payment checks are dated to cash their Settlement checks.
22 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the
23 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the
24 Class Member for whom the funds are designated.

25 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
27 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
28 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the

1 Settlement Administrator is unable to obtain a valid mailing address through this process, the
2 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
3 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

4 **g. Default on Payment**

5 In the event Defendant makes a late payment or does not pay any portion of the Gross
6 Settlement Amount, it shall be considered a default. In the event Defendant fails to make any
7 payment on the date it is due, under Section 3.06(a), the Settlement Administrator will provide notice
8 to Class Counsel and Defendant’s counsel within three (3) business days of the missed payment.
9 Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the
10 Settlement Administrator. In the event Defendant fails to cure the default within the times set forth
11 herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the
12 balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to
13 recover interest at ten percent (10%) per year from the due date for such payment and reasonable
14 attorneys’ fees and costs.

15 **h. No Credit Toward Benefit Plans**

16 The Individual Settlement Payments made to Participating Class Members under this
17 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
18 calculate any additional benefits under any benefit plans to which any Class Members may be
19 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
20 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’
21 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
22 Members may be entitled under any benefit plans.

23 **ARTICLE IV**

24 **LIMITATIONS ON USE OF THIS SETTLEMENT**

25 **Section 4.01: No Admission**

26 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
27 Class should not have been certified in the Action. This Agreement is entered into solely for the
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1 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
2 construed as an admission of liability or wrongdoing by Defendant.

3 **Section 4.02: Non-Evidentiary Use**

4 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
5 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
6 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
7 including but not limited to, evidence of a presumption, concession, indication, or admission by any
8 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
9 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
10 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
11 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
12 released through this Agreement.

13 **Section 4.03: Nullification**

14 The Parties have agreed to the certification of the Class encompassing all claims alleged in
15 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
16 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
17 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
18 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
19 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
20 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
21 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement
22 had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing
23 to stipulate to class certification of all causes of action pled in the Action as part of the Settlement
24 will have no bearing on, and will not be admissible in connection with, the issue of whether the Class
25 should be certified by the Court in a non-settlement context in this Action or any other action, and
26 in any of those events, Defendant expressly reserves the right to oppose certification of the Class or
27 that Named Plaintiff is an adequate Class representative.

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1 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
2 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

3 **ARTICLE V**

4 **RELEASES**

5 **Section 5.01: Released Claims by Class Members**

6 Upon the Date of Finality, Named Plaintiff and Participating Class Members who do not opt
7 out of the Settlement, on behalf of themselves, their heirs, spouses, executors, administrators,
8 attorneys, agents and assigns, fully and finally release and discharge Released Parties from all
9 claims, rights, demands, liabilities and causes of action of any nature or description arising from the
10 facts pleaded in the operative complaint in the Action, or as reasonably could have been pleaded,
11 including any such claims that were litigated in the Action against Defendant or could reasonably
12 have been litigated in the Action against Defendant arising during the Class Period. The claims
13 released under this paragraph (“Released Claims”) shall include, but are not necessarily limited to,
14 claims for unpaid wages, unpaid overtime, failure to timely pay all earned wages, meal and rest
15 break violations, off the clock work, inaccurate wage statements, record keeping violations, failure
16 to pay all wages owed upon termination, unfair competition, as well as any and all damages,
17 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees
18 resulting therefrom.

19 **Section 5.02: Released Claims by PAGA Group Members**

20 Upon the Date of Finality, the State of California and PAGA Group Members release the
21 Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA, whether or not
22 alleged in the operative complaint, which arose during the PAGA Period, regardless of whether
23 PAGA Group Members opt out of the Class Settlement.

24 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

25 Upon the Date of Finality, Named Plaintiff releases the Released Parties from all claims,
26 demands, rights, liabilities and causes of action of every nature and description whatsoever, known
27 or unknown, asserted or that might have been asserted, whether in tort, contract, or violation of any
28 state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or

1 omission by or on the part of any of the Released Parties committed or omitted prior to the execution
2 hereof. This settlement excludes any current and/or future claims that are unwaivable as a matter of
3 law and workers compensation claims.

4 Section 1542 of the California Civil Code provides as follows:

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

9 Plaintiff stipulates and agrees that as to the Released Parties, Plaintiff expressly waives and
10 relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542
11 of the California Civil Code, including Labor Code section 2802.

12 **ARTICLE VI**

13 **MISCELLANEOUS PROVISIONS**

14 **Section 6.01: Amendments or Modification**

15 The terms and provisions of this Agreement may be amended or modified only by an express
16 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

17 **Section 6.02: Assignment**

18 None of the rights, commitments, or obligations recognized under this Agreement may be
19 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
20 written consent of each Party and their respective counsel. The representations, warranties,
21 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under
22 this Agreement and shall not be construed to confer any right or to avail any remedy to any other
23 person.

24 **Section 6.03: Governing Law**

25 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
26 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
27 of laws.

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1 **Section 6.04: Entire Agreement**

2 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
3 contains the entire understanding of the Parties with respect to the subject matter contained herein.
4 In case of any conflict between text contained in Articles I through VI of this Agreement and text
5 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
6 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
7 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
8 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
9 supersedes all prior agreements and understandings among the Parties with respect to the settlement
10 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
11 prior agreements or proposals.

12 **Section 6.05: Waiver of Compliance**

13 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
14 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
15 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
16 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
17 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
18 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19 **Section 6.06: Counterparts and Fax/PDF Signatures**

20 This Agreement, and any amendments hereto, may be executed in any number of
21 counterparts and any Party and/or their respective counsel may execute any such counterpart, each
22 of which when executed and delivered shall be deemed to be an original. All counterparts taken
23 together shall constitute one instrument. A fax or electronic or PDF signature on this Agreement
24 shall be as valid as an original signature.

25 **Section 6.07: Meet and Confer Regarding Disputes**

26 Should any dispute arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Agreement, a representative of Class Counsel and a
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1 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
2 to submitting such disputes to the Court.

3 **Section 6.08: Agreement Binding on Successors**

4 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
5 of each of the Parties.

6 **Section 6.09: Cooperation in Drafting**

7 The Parties have cooperated in the negotiation and preparation of this Agreement. This
8 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
9 was the drafter or participated in the drafting of this Agreement.

10 **Section 6.10: Fair and Reasonable Settlement**

11 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement
12 of the Action and have arrived at this Agreement through arm's-length negotiation and in the context
13 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
14 further believe that the Settlement is and is consistent with public policy, and fully complies with
15 applicable law.

16 **Section 6.11: Headings**

17 The descriptive heading of any section or paragraph of this Agreement is inserted for
18 convenience of reference only and does not constitute a part of this Agreement and shall not be
19 considered in interpreting this Agreement.

20 **Section 6.12: Notice**

21 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
22 communications under this Agreement must be in writing and addressed as follows:

23 *To Named Plaintiff and the Class:*
24 Samuel A. Won
25 Kashif Haque
26 Jessica L. Campbell
27 Carolyn M. Bell
28 Jordan Wysocki
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100

1 Irvine, California 92618
2 Telephone: (949) 379-6250
3 Facsimile: (949) 379-6251

4 And

5 *To Defendant:*

6 SCHOR VOGELZANG & CHUNG LLP
7 Julie A. Vogelzang
8 Lisa Hird Chung
9 julie@svclegal.com
10 lisa@svclegal.com
11 2170 Fourth Ave
12 San Diego, California 92101
13 Telephone: (619) 906-2400
14 Facsimile: (619) 906-2401

15 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

16 To the extent consistent with class action procedure, this Agreement shall be enforceable by
17 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
18 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
19 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
20 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
21 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
22 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
23 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
24 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
25 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
26 fees incurred in connection with any enforcement actions.

27 **Section 6.14: Mutual Full Cooperation**

28 The Parties agree fully to cooperate with each other to accomplish the terms of this
Agreement, including but not limited to the execution of such documents, and the taking of such
other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
terms. In the event the Parties are unable to reach agreement on the form or content of any document

1 needed to implement the Settlement, or on any supplemental provisions that may become necessary
2 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

3 **Section 6.15: Authorization to Act**

4 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
5 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
6 required to effectuate the terms of this Agreement, except for signing documents, including but not
7 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
8 represents and warrants that the individual executing this Agreement on its behalf has the full right,
9 power, and authority to enter into this Agreement and to carry out the transactions contemplated
10 herein.

11 **Section 6.16: No Reliance on Representations**

12 The Parties have made such investigation of the facts and the law pertaining to the matters
13 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
14 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
15 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
16 rights, or with regard to the advisability of entering into and executing this Agreement, or with
17 respect to any other matters. No representations, warranties, or inducements, except as expressly set
18 forth herein, have been made to any party concerning this Agreement.

19 **Section 6.16: Confidentiality**

20 **a. Confidentiality Preceding Preliminary Approval**

21 The Parties and their counsel agree that they shall not issue any press releases, initiate any
22 contact with the press, respond to any press inquiry, or have any communication with the press about
23 the fact, amount or terms of the Settlement.

24 **b. Plaintiff's Confidentiality Agreement**

25 Plaintiff specifically agrees not to discuss any issues related to the settlement of this Action
26 or the claims against Defendant. The Parties agree that any breach of confidentiality as described in
27 this Agreement would result in serious and lasting harm to Defendant and/or the Released Parties,
28 but which would be difficult or impossible to quantify. Accordingly, the Parties agree that in the

1 event of such a breach by Plaintiff, Plaintiff will pay to Defendant as liquidated damages the amount
2 of Two Thousand Dollars (\$2,000.00) per breach up to a maximum of Four Thousand Dollars
3 (\$4,000).

4 **Section 6.17: Force Majeure**

5 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or
6 failure to perform, any of its or her obligations under this Agreement if such delay or failure results
7 from events, circumstances or causes beyond the Party’s reasonable control, including without
8 limitation acts of God or natural disaster, epidemic or pandemic, chemical or biological
9 contamination, wars, strikes, riots, acts of domestic or international terrorism, or any other event
10 beyond a Party’s reasonable control that renders such Party’s performance impossible. The affected
11 Party shall provide written notice to the other Party of the force majeure event and its impact. In
12 such circumstances the time for performance shall be extended, if possible, by a period equal to the
13 period during which performance of the obligation has been delayed or failed to be performed.

14 **Section 6.18: Use and Return of Documents and Data**

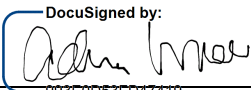
15 All originals, copies, and summaries of documents and data provided to Class Counsel by
16 Defendant in connection with the mediation or other settlement negotiations in this matter may be
17 used only with respect to this Settlement, and for no other purpose, and may not be used in any way
18 that violates any existing contractual agreement, statute, or rule. Upon request at least sixty (60) days
19 after the Date of Finality, Class Counsel will return or destroy all such documents and data. Upon
20 written request from Defendant, Class Counsel will confirm in writing to Defendant the destruction
21 of all such documents and data.

22
23 **EXECUTION BY PARTIES AND COUNSEL**

24 The Parties and their counsel hereby execute this Agreement.

25
26 Dated: 9/22/2021

ADRIANA MORA

27 By: 
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Named Plaintiff

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Dated: _____

GO GREEN NORCAL, LLC

By: _____
(Signature)


(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: September 22, 2021

AEGIS LAW FIRM, PC

By: 

Samuel A. Wong
Jessica L. Campbell
Carolyn M. Bell
Jordan Wysocki

Attorneys for Named Plaintiff Adriana Mora

Dated: _____

SCHOR VOGELZANG & CHUNG LLP

By: _____
Julie A Vogelzang
Lisa Hird Chung

Attorneys for Defendant Go Green NorCal,
LLC

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Dated: 9/21/2021

GO GREEN NORCAL, LLC

By: ^{DocuSigned by:}
Pierre Sleiman
A77A6FD46CD7479...

(Signature)

Pierre Sleiman, Jr.
(Printed Name)

Founder and CEO
(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

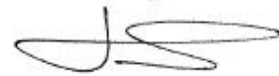
AEGIS LAW FIRM, PC

By: _____
Samuel A. Wong
Jessica L. Campbell
Carolyn M. Bell
Jordan Wysocki

Attorneys for Named Plaintiff Adriana Mora

Dated: 9/22/2021

SCHOR VOGELZANG & CHUNG LLP

By: 

Julie A Vogelzang
Lisa Hird Chung

Attorneys for Defendant Go Green NorCal,
LLC

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Adriana Mora v. Go Green Norcal, LLC, San Diego County Superior Court
Case No. 37-2020-00038089-CU-OE-CTL

If you worked for Go Green Norcal, LLC as a non-exempt employee in California at any time from July 1, 2019, through August 11, 2021, a proposed settlement of a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class and representative action lawsuit entitled *Adriana Mora v. Go Green Norcal, LLC*, Case No. 37-2020-00038089-CU-OE-CTL (San Diego County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed Settlement.
- The Court has preliminarily approved a class action settlement with Defendant Go Green Norcal LLC (“Go Green”), which will affect all non-exempt employees who worked for Go Green in California at any time between July 1, 2019, through August 11, 2021 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | |
|--|--|
| PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u> | Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Go Green for wage and hour violations that relate to the claims brought in this Lawsuit. |
| OBJECT TO THE SETTLEMENT | Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object. |
| ASK TO BE EXCLUDED | Get out of this Lawsuit. Receive a smaller payment or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue Go Green separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you a member of the PAGA Group, which is a subset of the Class. |

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

Go Green's records show that you worked for Go Green in California as a non-exempt employee at some point between July 1, 2019 and August 11, 2021.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Timothy Taylor of the Superior Court of the State of California, County of San Diego, is overseeing this Lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Adriana Mora ("Plaintiff") claims that Go Green: (1) failed to pay wages for all hours worked; (2) failed to provide meal periods; (3) failed to permit rest breaks; (4) failed to provide timely and accurate, itemized wage statements; (5) failed to pay all wages owed upon termination or separation of employment; and (6) Plaintiff argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiff to recover civil penalties under PAGA, to be split 75% to the State of California and 25% to certain employees. Plaintiff also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiff's allegations as stated in the First Amended Complaint, which is available at [settlement administrator website].

Throughout the litigation, Go Green has denied—and continues to deny—the factual and legal allegations in the case. Go Green does not believe that it violated any law or regulation relating to the claims in the Lawsuit. Go Green denies any wrongdoing and asserts that its conduct at all times complied with the law. Go Green further denies that it owes the monies claimed in the Lawsuit. However, Go Green has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation. By agreeing to settle, Go Green is not admitting liability on any of the factual allegations or claims in the Lawsuit or that the Lawsuit can or should proceed as a class action or PAGA representative action.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This Lawsuit also includes a “Private Attorney General” (PAGA) claim where Plaintiff is attempting to recover civil penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or her counsel in the Lawsuit during the period of October 20, 2019 to August 11, 2021, and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Go Green agreed that this case can proceed as a class and representative action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Go Green has agreed to pay \$100,000.00 to settle the claims made in this Lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of her claims in this lawsuit against Go Green.
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$100,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$33,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$10,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$5,000.00 to Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, a general release of claims, a confidentiality agreement, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$5,750.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$750.00 to the California Labor and Workforce Development Agency for release of PAGA claims.

If the Court approves the requested deductions, there will be approximately \$45,166.67 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$250 will be set aside for Class Members who worked for Go Green in California at some point between October 20, 2019 and August 11, 2021 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment. Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 1/3 allocated to wages for which IRS Forms W-2 will be issued, and 2/3 allocated to interest and penalties for which IRS Forms 1099-MISC will be issued. Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for Go Green in California at any time between July 1, 2019, through August 11, 2021 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators, the “Settlement Administrator”, at the designated phone number for this matter at [Telephone] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Go Green, the total number of weeks you worked in California for Go Green during the Class Period is [redacted] workweeks.

Based on information provided above and anticipated court-approved deductions, your Individual Settlement Payment is estimated to be \$ [redacted], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above is not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The

Settlement Administrator will attempt to resolve any dispute based on Go Green's records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Go Green and all of its current and former officers, directors, members, managers, employees, consultants, partners, shareholders, parent companies, subsidiaries, affiliates, joint ventures, agents, successors, assigns or legal representatives, including but not limited to Go Green Agriculture, Inc. and Pierre Sleiman, Jr. ("Released Parties") from any and all claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts pleaded in the operative complaint in the Action, or as reasonably could have been pleaded, including any such claims that were litigated in the Action against Defendant or could reasonably have been litigated in the Action against Defendant arising during the Class Period. The claims released under this paragraph ("Released Claims") shall include, but are not necessarily limited to, claims for unpaid wages, unpaid overtime, failure to timely pay all earned wages, meal and rest break violations, off the clock work, inaccurate wage statements, record keeping violations, failure to pay all wages owed upon termination, unfair competition, as well as any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out.

Additionally, if you worked during the period of October 20, 2019 through August 11, 2021, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. Settlement is also conditioned on covenant of the PAGA Group members that they will not participate in or receive recovery or monies in connection with any proceeding seeking penalties under Section 2699, which arose during the PAGA Period for claims based on the same facts or theories as the Settlement Class Released Claims facts which were or could have been alleged in the Complaint.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you must mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Go Green for your own

claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. Your request for exclusion statement could state as follows: “I have received the Notice of Class and Representative Action Settlement in the case *Mora v. Go Green Norcal LLC*, and I desire to be excluded from the Settlement.” The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Mora v. Go Green Norcal LLC*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State. If more than 10% of the Class Members submit valid and timely requests for exclusion Go Green has the option to void this Settlement.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

The Court has preliminarily decided that Aegis Law Firm, PC (“Class Counsel”) is qualified to represent you and all Class Members. The law firm’s attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Go Green, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$33,333.33) in attorneys' fees, plus costs not to exceed \$10,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will Plaintiff be paid?

As part of the Settlement with Go Green, Class Counsel has requested an enhancement payment of up to \$5,000.00 to be paid to Plaintiff for her efforts in this matter during initial investigation, discovery,

mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators

[address]

[address]

[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department C72 of the San Diego County Superior Court for the State of California, located at 330 West Broadway, San Diego, California 92101. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your Individual Settlement Payment set forth in Section 8 above is expected to be distributed after 10 days after the date of approval, if there are no objections or appeals. If there are objections or appeals, the payment can be delayed by at least 65 days, or even over a year. To check on the progress of the Settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this Lawsuit, including copies of the First Amended Complaint and Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for San Diego County, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You can also view the case records online at the court's website: <https://roa.sdcourt.ca.gov/roa/faces/CaseSearch.xhtml>. For Year, choose "2020", then type the Case Number: 00038089-CU-OE-CTL. Then click "Search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own

attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

Phoenix Settlement Administrators

[address]

[address]

[Telephone]

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Jordan Wysocki
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

PLEASE DO NOT CALL OR WRITE TO THE COURT OR CLERK OF THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.