

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Naimah Alexander (“Plaintiff” or “Class Representative”), individually, on behalf of Settlement Class Members and on behalf of the State of California with respect to PAGA Group Members, on the one hand, and Defendant Cooke & Associates, Inc. (“Defendant”), on the other hand (collectively, Plaintiff and Defendant are referred to as the “Parties”).

RECITALS

WHEREAS, Plaintiff alleges she is a former employee of Defendant;

WHEREAS, on April 5, 2021, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code that were allegedly violated pursuant to Cal. Lab. Code § 2699.3(a) (“LWDA Notice”);

WHEREAS, on May 3, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Naimah Alexander v. Cooke & Associates, Inc*, Superior Court of California for the County of Tulare, Case No. VCU286985 (the “Action”) against Defendant;

WHEREAS, on June 9, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq* (“Operative Complaint”) in the Action;

WHEREAS, the Operative Complaint alleges eleven causes of action against Defendant for violations of the California Labor Code including claims for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premium payments, failure to timely pay wages during and after employment and pay associated waiting-time penalties, failure to provide compliant wage statements, maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses, for violations of California Business and Professions Code Section 17200 *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”) for the aforementioned California Labor Code violations, on behalf of all current and former

1 hourly-paid or non-exempt employees who worked for Defendant within the State of California at any
2 time during the period from May 3, 2017 to final judgment;

3 WHEREAS, Defendant denies all material allegations set forth in the Action and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant
5 desires to fully and finally settle the Action, Released Class Claims, and Released PAGA Claims.

6 WHEREAS, Class Counsel in the Action diligently investigated the claims against Defendant,
7 including all applicable defenses and the applicable law, and through informal discovery methods,
8 obtained and reviewed extensive information, data, and documents to assess the claims and allegations.

9 WHEREAS, on August 12, 2022, the Parties participated in mediation with the Deborah Crandall
10 Saxe, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions. The settlement
11 discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed
12 analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated
13 with continued litigation. Based on the documents produced, as well as Class Counsel’s own
14 independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for
15 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
16 adequate and is in the best interest of the Class Members, State of California, and PAGA Group
17 Members in light of all known facts and circumstances, including the risk of significant delay and
18 uncertainty associated with litigation and various defenses asserted by Defendant.

19 WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely
20 settle all Released Class Claims and Released PAGA Claims, as defined and provided herein;

21 WHEREAS, the Parties expressly acknowledge that this Settlement Agreement is entered into
22 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
23 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not
24 approved, it will be of no force or effect, and the Parties shall be returned to their original respective
25 positions.

26 NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such
27 claims as follows:

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DEFINITIONS

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2 1. The following definitions are applicable to this Settlement Agreement. Definitions
3 contained elsewhere in this Settlement Agreement will also be effective:

4 a. “Administration Fees” means the actual costs payable from the Gross Settlement
5 Amount, subject to a capped fee quote agreed to by the Parties, to the Settlement Administrator for
6 administering the Settlement, as set forth in Paragraph 8 below.

7 b. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
8 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the
9 Action, as set forth in Paragraph 6 below.

10 c. “Administrator,” “Settlement Administrator,” or “Phoenix” mean Phoenix Class
11 Action Administration Solutions or any other third-party class action settlement administrator agreed to
12 by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and
13 their counsel each represent that they do not have any financial interest in Phoenix Class Action
14 Administration Solutions or otherwise have a relationship with Phoenix Class Action Administration
15 Solutions that could create a conflict of interest.

16 d. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and
17 Janardana Burns of Lawyers *for* Justice, PC, counsel for Plaintiff, who will seek to be appointed counsel
18 for the Class.

19 e. “Class Data and List” means a complete list of all Class Members that Defendant
20 will diligently and in good faith compile from its records and provide to the Settlement Administrator,
21 which will include each Class Member’s last-known full name, mailing address, Social Security
22 Number, start and end dates of employment as an hourly, non-exempt employee of Defendant in
23 California during the Class Period and PAGA Period (if applicable), Workweeks during the Class
24 Period, and Workweeks during the PAGA Period, all of which information shall be based upon
25 Defendant’s reasonably available business records and/or the best reasonably available personal
26 knowledge of Defendant’s employees and agents.

27 f. “Class Member(s)” means all current and former hourly, non-exempt employees
28 of Defendant in California at any time during the Class Period.

1 g. “Class Notice” means the Notice of Class Action Settlement, substantially in the
2 form attached as “**Exhibit A.**”

3 h. “Class Period” means the period from May 3, 2017 through November 11, 2022,
4 subject to Paragraph 32 below.

5 i. “Class Representative” or “Plaintiff” means Naimah Alexander.

6 j. “Class Settlement” means the settlement and resolution of all Released Class
7 Claims.

8 k. “Court” means the Superior Court of the State of California for the County of
9 Tulare.

10 l. “Defendant” means Cooke & Associates, Inc.

11 m. “Defendant’s Counsel” means Collin D. Cook of Fisher & Phillips, LLP.

12 n. “Effective Date” means the date the Final Approval Order and Judgment is filed,
13 or, solely in the event that there are any objections to the Class Settlement which are not withdrawn, the
14 later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and
15 Judgment, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order
16 and Judgment – including expiration of any time to seek reconsideration of further review.

17 o. “Employer Taxes” means the employer’s share of taxes and contributions in
18 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
19 in addition to the Gross Settlement Amount.

20 p. “Final Approval” means the determination by the Court that the Settlement is fair,
21 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

22 q. “Final Approval Hearing” means the hearing at which the Court will consider and
23 determine whether the Settlement should be granted Final Approval.

24 r. “Gross Settlement Amount” means the amount of Two Hundred and Eighty-Five
25 Thousand Dollars and Zero Cents (\$285,000.00) to be paid by Defendant in full resolution of all
26 Released Class Claims, Released PAGA Claims, and the Action, which is inclusive of the Net
27 Settlement Amount (payable to Settlement Class Members), Attorneys’ Fees and Costs, Incentive
28 Award, PAGA Allocation (payable to the LWDA and PAGA Group Members), and Administration

1 Fees. Defendant shall pay the Employer Taxes in addition to the Gross Settlement Amount. The Gross
2 Settlement Amount is subject to increase, as provided in Paragraph 32 below.

3 s. “Incentive Award” means the amount to be paid to Plaintiff Naimah Alexander in
4 recognition of her effort and work in prosecuting the Action, as set forth in Paragraph 7 below.

5 t. “Individual PAGA Payment” means a PAGA Group Member’s *pro rata* share of
6 the PAGA Group Member Amount that a PAGA Group Member is eligible to receive for the PAGA
7 Settlement, as provided in Paragraph 11 below.

8 u. “Individual Settlement Payment” means the net payment of each Settlement Class
9 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
11 Paragraph 21 below.

12 v. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
13 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
14 accordance with Paragraph 10.

15 w. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA
16 Allocation, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) that the
17 Parties have agreed to pay to the LWDA for the PAGA Settlement, as set forth in Paragraph 9.

18 x. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
19 is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less
20 the Court-approved Incentive Award, Administration Fees, LWDA Payment, and Attorneys’ Fees and
21 Costs.

22 y. “Notice of Objection” means a Settlement Class Member’s written objection,
23 which must include: (a) the case name and number of the Action; (b) the objector’s full name, signature,
24 address, telephone number, and last four (4) digits of his or her Social Security Number; (c) a written
25 statement of all grounds for the objection accompanied by any legal support for such objection; (d)
26 copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted
27 by mail to the Settlement Administrator at the specified address, postmarked on or before the Response
28 Deadline.

1 z. “PAGA Allocation” means the allocation of Twenty-Five Thousand Dollars and
2 Zero Cents (\$25,000.00) from the Gross Settlement Amount for the settlement and resolution of the
3 Released PAGA Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Allocation, or
4 Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) (i.e., the LWDA
5 Payment), will be paid to the LWDA, and the remaining twenty-five percent (25%), or Six Thousand
6 Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) (i.e., the PAGA Group Member Amount),
7 will be distributed on a *pro rata* basis to PAGA Group Members based on their Workweeks during the
8 PAGA Period.

9 aa. “PAGA Group” or “PAGA Group Member(s)” means all current and former
10 hourly, non-exempt employees of Defendant in California at any time during the PAGA Period.

11 bb. “PAGA Group Member Amount” means the twenty-five percent (25%) portion
12 of the PAGA Allocation, or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), to
13 be distributed to PAGA Group Members on a *pro rata* basis based upon the number of Workweeks the
14 PAGA Group Member worked during the PAGA Period.

15 cc. “PAGA Period” means the period from April 5, 2020 through November 11,
16 2022, subject to Paragraph 32 below.

17 dd. “PAGA Settlement” means the settlement and resolution of Released PAGA
18 Claims.

19 ee. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
20 Plaintiff or Defendant.

21 ff. “Preliminary Approval” means entry of the Court order granting preliminary
22 approval of the Settlement Agreement.

23 gg. “Preliminary Approval Date” means the date on which the Court enters an order
24 granting preliminary approval of the Settlement Agreement,

25 hh. “Released Class Claims” means any and all claims, actions, or cause of action
26 alleged in the Operative Complaint, or that could have been alleged or raised in the Operative Complaint
27 based upon or arising out of the facts alleged in the Operative Complaint, arising during the Class Period,
28 including but not limited to: failure to pay minimum wage for all hours worked in violation of California

1 Labor Code sections 1194 and 1194.2, and the applicable Industrial Welfare Commission Wage Orders;
2 failure to pay proper overtime wages in violation of California Labor Code sections 510, 1197, and 1198,
3 and the applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest in
4 violation of California Labor Code sections 551 and 552 and the applicable Industrial Welfare
5 Commission Wage Orders; failure to pay reporting time wages in violation of California Labor Code
6 sections 1198 and the applicable Industrial Welfare Commission Wage Orders; failure to provide
7 compliant rest periods and pay missed rest break premiums in violation of California Labor Code section
8 226.7 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant meal
9 periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and
10 512, and the applicable Industrial Welfare Commission Wage Orders; failure to maintain accurate
11 employment records in violation of California Labor Code section 1174; failure to pay timely wages
12 during employment in violation of California Labor Code sections 204, 210; failure to pay all wages and
13 accrued vacation time pay due and owing at separation in violation of California Labor Code sections 201,
14 202, 203, and 227.3; failure to indemnify and reimburse for all business expenses in violation of California
15 Labor Code sections 2802 and 2804; failure to provide complete and accurate wage statements in violation
16 of California Labor Code sections 226 and 226.3; deceptive, fraudulent, or otherwise unlawful business
17 practices based on the foregoing in violation of California's Unfair Competition Law (California Business
18 & Professions Code section 17200 *et seq.*); and all claims for liquidated damages, penalties, interest, fees
19 and costs based on the foregoing.

20 ii. "Released PAGA Claims" means any and all claims for civil penalties under the
21 Private Attorneys General Act ("PAGA"), California Labor Code Section 2698, *et seq.* that were
22 asserted in the Operative Complaint or that arise out of the allegations made in the Operative Complaint
23 and/or in the LWDA Notice, arising during the PAGA Period for failure to pay minimum wage for all
24 hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable
25 Industrial Welfare Commission Wage Orders; failure to pay proper overtime wages in violation of
26 California Labor Code sections 510, 1197, and 1198, and the applicable Industrial Welfare Commission
27 Wage Orders; failure to provide a day of rest in violation of California Labor Code sections 551 and 552
28 and the applicable Industrial Welfare Commission Wage Orders; failure to pay reporting time wages in

1 violation of California Labor Code sections 1198 and the applicable Industrial Welfare Commission Wage
2 Orders; failure to provide compliant rest periods and pay missed rest break premiums in violation of
3 California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Orders;
4 failure to provide compliant meal periods and pay missed meal period premiums in violation of California
5 Labor Code sections 226.7 and 512, and the applicable Industrial Welfare Commission Wage Orders;
6 failure to maintain accurate employment records in violation of California Labor Code section 1174;
7 failure to pay timely wages during employment in violation of California Labor Code sections 204, 210;
8 failure to pay all wages and accrued vacation time pay due and owing at separation in violation of
9 California Labor Code sections 201, 202, 203, and 227.3; failure to indemnify and reimburse for all
10 business expenses in violation of California Labor Code sections 2802 and 2804; and failure to provide
11 complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3.

12 jj. “Released Parties” means Defendant and each and all of its past and present
13 parents, subsidiaries, affiliates, predecessors, and related entities, and all of their respective employees,
14 officers, directors, owners (whether direct or indirect), general partners, limited partners, attorneys,
15 trustees, representatives, shareholders, stockholders, and members.

16 kk. “Request for Exclusion” means a letter submitted by a Class Member indicating
17 a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the
18 case name and number of the Action; (b) contain the full name, signature, address, telephone number,
19 and last four (4) digits of the Social Security Number of the Class Member requesting exclusion from
20 the Class Settlement; (c) clearly state that the Class Member does not wish to be included in the Class
21 Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address,
22 postmarked on or before the Response Deadline.

23 ll. “Response Deadline” means the deadline by which Class Members must submit
24 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
25 shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator; in the event that the 60th day after the initial mailing of the Class Notice falls
27 on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the
28 U.S. Postal Service is open, and in the event that a Class Notice is re-mailed to a Class Member, the

1 Response Deadline for that Class Member shall be extended to the date that is fifteen (15) calendar days
2 from the original Response Deadline.

3 mm. “Settlement Class” or “Settlement Class Member(s)” mean members of the
4 Settlement Class who do not opt out of the Class Settlement.

5 nn. “Workweek(s)” means the number of weeks each Class Member worked for
6 Defendant as a non-exempt employee in California during the Class Period, which will be calculated by
7 Defendant by reviewing its pay and time records for the entire Class Period to determine the number of
8 calendar weeks during which Class Members performed work and were paid.

9 **TERMS OF AGREEMENT**

10 2. NOW, THEREFORE, in consideration of the mutual covenants, promises, and
11 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

12 **CLASS CERTIFICATION**

13 3. For the purposes of this settlement only, the Parties stipulate to the certification of the
14 Class.

15 4. The Parties agree that certification for the purpose of settlement is not an admission that
16 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
17 whatever reason, the Court not grant Final Approval of the Settlement, the Parties’ stipulation to class
18 certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on,
19 and shall not be admissible in connection with, the issue of whether or not certification would be
20 inappropriate in a non-settlement context.

21 5. **Funding and Disbursement of the Gross Settlement Amount.**

22 a. On or before August 12, 2023, the Settlement Administrator will establish a
23 Qualified Settlement Account for administration of the Settlement (“Settlement Fund Account”)
24 Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund
25 Account established by the Settlement Administrator (“First Installment”).

26 b. On or before August 12, 2024, Defendant will deposit 33.33% of the Gross
27 Settlement Amount (i.e., \$95,000) plus an amount sufficient to pay Employer Taxes into the Settlement
28 Fund Account established by the Settlement Administrator (“Second Installment”).

1 c. On or before August 12, 2025, Defendant will deposit the remaining 33.33% of
2 the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account established by the
3 Settlement Administrator (“Third Installment”).

4 d. Within ten (10) business days after the Second Installment has been deposited, the
5 Settlement Administrator will issue payments due under the Settlement and approved by the Court, as
6 follows: Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to
7 PAGA Group Members, LWDA Payment to the Labor and Workforce Development Agency, Incentive
8 Award to Plaintiff, and Administration Fee to itself (the Settlement Administrator).

9 e. Within ten (10) business days after the Third Installment has been deposited, the
10 Settlement Administrator will issue payment due under the Settlement and approved by the Court for
11 Attorneys’ Fees and Costs to Class Counsel.

12 f. The Settlement Administrator will also undertake filings and remittances in
13 connection with the employee’s share of taxes on the wages portion of Individual Settlement Shares and
14 the Employer Taxes, that are necessary for administration of the Settlement.

15 6. Attorneys’ Fees and Costs. Class Counsel will request attorneys’ fees of up to thirty-five
16 percent (35%) of the Gross Settlement Amount (i.e., up to \$99,750, if the Gross Settlement Amount is
17 \$285,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation
18 and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents
19 (\$20,000), both of which will be paid from the Gross Settlement Amount subject to Court approval.
20 These amounts will cover all work performed and any and all costs incurred by Class Counsel in
21 connection with the litigation of the Action, including without limitation all work performed and costs
22 incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining
23 the Court’s approval of this Settlement. Class Counsel shall be solely and legally responsible for
24 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
25 received. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be a part of
26 the Net Settlement Amount for the benefit of Settlement Class Members.

27 7. Incentive Award. In recognition of Plaintiff’s efforts and work in prosecuting the Action,
28 Defendant agrees not to oppose or impede any application or motion for an Incentive Award in an

1 amount up to Five Thousand Dollars (\$5,000) to Plaintiff Naimah Alexander. The Incentive Award,
2 which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to
3 any other payment Plaintiff may be eligible to receive under the Settlement, e.g., her Individual
4 Settlement Payment and/or Individual PAGA Payment. The Settlement Administrator will issue an IRS
5 Form 1099 to Plaintiff for the Incentive Award, and Plaintiff shall be solely and legally responsible for
6 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
7 received. Should the Court approve the Incentive Award to Plaintiff in an amount that is less than that
8 set forth above, the difference between the lesser amount approved by the Court and the amount
9 allocated toward the Incentive Award will be part of the Net Settlement Amount for the benefit of
10 Settlement Class Members.

11 8. Administration Fees. The Settlement Administrator will be paid for the actual costs of
12 administration of the Settlement and distribution of payments under the Settlement, which is currently
13 estimated not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00). These
14 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, printing,
15 distributing, and tracking Class Notices and other documents for this Settlement, calculating and
16 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required
17 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
18 other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties.

19 To the extent actual Administration Fees are greater than the estimated amount stated herein, such
20 excess amount will be deducted from the Gross Settlement Amount, subject to Court approval. Any
21 portion of the estimated, designated, and/or awarded Administration Fees which are not in fact awarded
22 or required to fulfill payment to the Settlement Administrator to undertake the requirement settlement
23 administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class
24 Members.

25 9. Labor and Workforce Development Agency Payment. Subject to Court approval, the
26 Parties agree that the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the
27 Gross Settlement Amount will be allocated toward penalties under the Private Attorneys General,
28 California Labor Code Section 2698, *et seq.* (i.e. the PAGA Allocation), of which seventy-five percent

1 (75%), or \$18,750, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%)
2 or, \$6,250, will be distributed to PAGA Group Members (i.e., the PAGA Group Member Amount) on a
3 *pro rata* basis, based on the number of Workweeks worked during the PAGA Period (i.e., the Individual
4 PAGA Payment).

5 10. Individual Settlement Share Calculations. Individual Settlement Shares will be
6 calculated and apportioned from the Net Settlement Amount based upon the number of Class Members'
7 Workweeks in the Class Period, as follows:

8 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
9 divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated
10 Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated
11 Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible
12 to receive under the Class Settlement.

13 b. After Final Approval of the Settlement, the Settlement Administrator will divide
14 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
15 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final
16 Workweek Value to yield his or her Individual Settlement Share.

17 11. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
18 and apportioned from the PAGA Allocation based upon the number of Workweeks the PAGA Group
19 Members worked during the PAGA Period, as follows: the Settlement Administrator will divide the
20 PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the PAGA Period
21 to yield the "PAGA Workweek Value," and multiply each PAGA Group Member's individual Workweeks
22 during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA
23 Payment that he or she may be eligible to receive under the PAGA Settlement.

24 12. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
25 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are issued
26 to the payee. It is expressly understood and agreed that payments made under this Settlement shall not
27 in any way entitle Plaintiff, PAGA Group Members, or any Settlement Class Member(s) to additional
28 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest

1 or other compensation or benefit plan or agreement, nor will it entitle Plaintiff, PAGA Group Members,
2 or any Settlement Class Member(s) to any increased retirement, 401K benefits or matching benefits, or
3 deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or
4 compensation plan document).

5 13. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary
6 Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

7 14. Notice by First Class U.S. Mail.

8 a. Within ten (10) business days after receiving the Class Data and List from
9 Defendant, the Settlement Administrator will perform a search based on the National Change of Address
10 Database, or any other similar services available, for information to update and correct for any known
11 or identifiable address changes, and will mail a Class Notice in English (in the form attached as Exhibit
12 A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current,
13 known mailing addresses identified by the Settlement Administrator.

14 b. With respect to Class Notices that are returned as undeliverable on or before the
15 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
16 trace and re-mail the Class Notice within five (5) calendar days.

17 15. Dispute Regarding Workweeks. Class Members and PAGA Group Members will have
18 an opportunity to dispute the number of Workweeks credited to each of them for the Class Period and/or
19 PAGA Period (if applicable), as reflected in their respective Class Notices. In order to dispute
20 Workweeks, Class Members and PAGA Group Members must submit a written letter to the Settlement
21 Administrator that: (a) contains the case name and number of the Action; (b) contains the full name,
22 signature, address, telephone number, and last four (4) digits of the Social Security Number of the
23 disputing individual; (c) clearly states that the dispute Class Member and/or PAGA Member disputes
24 the number of Workweeks credited to him or her during the Class Period and/or PAGA period and states
25 what number(s) of Workweeks he or she contends should be credited to him or her for the Class and/or
26 PAGA Period; (d) includes information and/or attaches documentation demonstrating that the number
27 of Workweeks that he or she contends should be credited to him or her for the Class Period and/or
28 PAGA Period; and (e) is returned by mail to the Settlement Administrator at the specified address,

1 postmarked on or before the Response Deadline. The date of the postmark on the mailing envelope will
2 be the exclusive means to determine whether a dispute has been timely submitted. Absent information
3 and/or documentation demonstrating that Defendant's records and data are inaccurate as they pertain to
4 the number of Workweeks to be credited to a disputing Class Member and/or PAGA Member,
5 Defendant's records will be presumed correct and determinative of the dispute. However, if a Class
6 Member and/or PAGA Member produces information and/or documents demonstrating that
7 Defendant's records and data are inaccurate as they pertain to the number of Workweeks to be credited
8 to said individual for the Class Period and/or PAGA Period, the Settlement Administrator will evaluate
9 the materials submitted by said individual and the Settlement Administrator will resolve and determine
10 the number of Workweeks that said individual should be credited with for the Class Period and/or PAGA
11 Period, under the Settlement. The Settlement Administrator shall make an initial determination on all
12 Workweeks disputes, however, the Court shall have the right to review any decision made by the
13 Settlement Administrator on such disputes; to this end, the Settlement Administrator's declaration filed
14 with the Court in advance of the Final Approval Hearing shall indicate what, if any, determinations the
15 Settlement Administrator has made with respect to Workweeks disputes that it has received.

16 16. Settlement Checks.

17 a. The Settlement Administrator will be responsible for undertaking appropriate
18 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to
19 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Group
20 Members in accordance with this Settlement Agreement. The Settlement Administrator may, at its
21 discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a
22 single check that combines both payments (if applicable).

23 b. Any checks issued by the Settlement Administrator to Settlement Class Members
24 and PAGA Members will be negotiable for one-hundred eighty (180) calendar days from the date the
25 checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks
26 will be transmitted by the Settlement Administrator to the State of California's Controller's Office
27 Unclaimed Property Division, in the name of the Settlement Class Member and/or PAGA Member and
28 in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment.

1 The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure
2 Section 384. The Settlement Administrator may, as necessary, undertake amended and/or supplemental
3 tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
4 due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment
5 checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall,
6 nevertheless, be bound by the Class Settlement and PAGA Members whose Individual PAGA Payment
7 checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

8 17. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
9 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
10 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the
11 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
12 timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making
13 any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for
14 Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement
15 Payment. A Class Member who does not request exclusion from the Class Settlement will be deemed
16 a Settlement Class Member and will be bound by the Class Settlement if the Settlement is granted Final
17 Approval by the Court. If a Class Member is a PAGA Member, he or she will be bound to the PAGA
18 Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a
19 Request for Exclusion.

20 18. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
21 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
22 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before
23 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
24 contain all information required by this Settlement Agreement. The date of the postmark on the mailing
25 envelope will be the exclusive means to determine whether a Notice of Objection is timely. At no time
26 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object
27 to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class
28 Members may, alternatively or in addition to submitting a Notice of Objection, also present their

1 objection orally at the Final Approval Hearing.

2 19. Reports and Declarations by the Settlement Administrator Regarding Settlement
3 Administration.

4 a. The Settlement Administrator will provide Defendant's Counsel and Class
5 Counsel a weekly report which certify: (a) the number of Class Members who have submitted a dispute
6 of Workweeks; (b) the number of Class Members who have submitted Requests for Exclusion or timely
7 and Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices.

8 b. Additionally, the Settlement Administrator will provide to counsel for both
9 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
10 requested, and immediately notify the Parties when it receives a request from an individual or any other
11 entity regarding inclusion in the Class and/or Settlement.

12 c. The Settlement Administrator will provide a declaration to Class Counsel and
13 Defendant's Counsel, which Class Counsel shall file with the Court in advance of the Final Approval
14 Hearing, certifying the number of timely and valid Requests for Exclusion that were submitted,
15 identifying the individuals who have submitted a timely and valid Request for Exclusion, attaching the
16 Notices of Objection that it has received, identifying the individual who have submitted Notices of
17 Objection, and addressing all Workweeks disputes received and how they were resolved.

18 20. Certification of Completion. Upon completion of administration of the Settlement, the
19 Settlement Administrator will provide a written declaration under oath to certify such completion to the
20 Court and counsel for all Parties.

21 21. Treatment of Individual Payments. Each Individual Settlement Share will be allocated
22 as follows: twenty percent (20%) wages and eighty percent (80%) as penalties, interest, and non-wage
23 damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated
24 to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement
25 Administrator. The Settlement Administrator will withhold (and remit to the appropriate taxing
26 authorities) the employee's share of taxes and withholdings with respect to the wages portion of the
27 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
28 Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and

1 withholdings). The Settlement Administrator shall also remit the Employer Taxes to the appropriate
2 taxing authorities. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
3 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

4 22. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
5 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Group Members, and
6 Class Counsel any Form W-2s, Form 1099s, or other tax forms as may be required by law for all amounts
7 paid pursuant to the Settlement Agreement.

8 23. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel make no
9 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
10 under the Settlement Agreement, do not intend anything contained in the Settlement Agreement to
11 constitute advice regarding taxes or taxability, nor shall anything in the Settlement Agreement be relied
12 on as such. Plaintiff, PAGA Group Members, and Settlement Class Members understand and agree
13 that, except for Defendant's payment of the Employer Taxes, Plaintiff, PAGA Group Members, and
14 Settlement Class Members will be solely responsible for correctly characterizing any compensation
15 received under the Settlement on his/her personal income tax returns and paying all taxes due for any
16 and all amounts paid to them under the Settlement.

17 24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
19 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
24 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
25 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
26 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
27 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
28 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT

1 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
2 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
3 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
4 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
5 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
6 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
7 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
8 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
9 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
10 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
11 BY THIS SETTLEMENT AGREEMENT.

12 25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
13 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
15 of action or right herein released and discharged.

16 26. Release of Claims.

17 a. Class Settlement Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for
19 Exclusion (i.e., Settlement Class Members) will release the Released Parties from the Released Class
20 Claims.

21 b. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
22 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Group Members, and all
23 PAGA Group Members will release the Released PAGA Claims.

24 27. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
25 funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released the Released
26 Parties from any and all claims she has or may have against them, or any of them, arising from her
27 employment with Defendant, separation of employment from Defendant, and any acts that have or could
28 have been asserted in any legal action or proceeding against Defendant, whether known or unknown,

1 arising under any federal, state, or local law, or statute, including, inter alia, those arising under the
2 California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil
3 Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
4 Corporations Code, California Business and Professions Code, California Fair Employment and Housing
5 Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination,
6 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,
7 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and
8 costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims
9 released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and
10 benefits available under California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
13 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.

14 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
15 known or believed by her to exist may hereafter be discovered. Upon the Effective Date and full funding
16 of the Gross Settlement Amount, it is Plaintiff’s intention to settle fully and release all claims she now
17 has against the Released Parties, whether known or unknown, suspected or unsuspected.
18 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers’
19 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
20 law.

21 28. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

22 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
23 Plaintiff’s motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be
24 responsible for drafting and submit this Settlement Agreement to the Court in support of said motion.
25 Class Counsel will provide Defendant’s Counsel a draft of the motion before the filing it with the Court.
26 Defendant agrees not to oppose the motion. Said motion shall apply to the Court for the entry of an
27 order (“Preliminary Approval Order”):

- 28 a. Conditionally certifying the Class for settlement purposes only;

- 1 b. Granting Preliminarily Approval of the Settlement;
- 2 c. Preliminarily appointing Plaintiff as representative of the Class;
- 3 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 4 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
- 5 Notice and directing its mailing to the Class by First Class U.S. Mail;
- 6 f. Approving the manner and method for Class Members to request exclusion from
- 7 the Class Settlement, object to the Class Settlement, and/or dispute Workweeks, as contained herein and
- 8 within the Class Notice; and
- 9 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 10 the Settlement should be finally approved as fair, reasonable, and adequate.

11 29. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After

12 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted

13 to determine whether Final Approval of the Settlement should be granted, along with the amounts

14 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA

15 Payment; (d) Attorneys’ Fees and Costs; (e) Incentive Award; and (f) Administration Fees. The Final

16 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.

17 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the

18 Settlement. Class Counsel will provide Defendant’s Counsel a draft of the motion before filing it with

19 the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon

20 proposed order and judgment (“Final Approval Order and Judgment”), which will provide for, in

21 substantial part, the following:

- 22 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
- 23 consummation of its terms and provisions;
- 24 b. Certification of the Settlement Class;
- 25 c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 26 d. Approval of the application for Incentive Award to Plaintiff;
- 27 e. Setting a date when the Settlement Administrator shall report to the Court the
- 28 completion of the distribution process and the total amount that was actually paid to the Settlement

1 Class Members and PAGA Group Members;

2 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
3 ordered by the Court; and

4 g. Entering judgment in the Action while maintaining continuing jurisdiction, in
5 conformity with California Rules of Court 3.769 and the Settlement Agreement.

6 30. Termination or Revocation of Settlement.

7 Defendant retains the right, in the exercise of its sole discretion, to terminate the Settlement within
8 fourteen (14) calendar days of the Response Deadline, by providing written notice to Class Counsel within
9 that time frame, if five percent (5%) or more of the Settlement Class Members submit a timely and valid
10 Request for Exclusion. Defendant retains the right, in the exercise of its sole discretion, to terminate the
11 Settlement within fourteen (14) calendar days after expiration of the opt-out period. If Defendant
12 terminates the Settlement, Defendant will be responsible for paying all Administration Fees to date.

13 31. Effects of Termination of the Settlement. Termination of the Settlement Agreement
14 (pursuant to Paragraph 30) shall have the following effects:

15 a. The Settlement Agreement shall be void and shall have no force or effect, and no
16 Party shall be bound by any of its terms;

17 b. In the event the Settlement Agreement is terminated, Defendant shall have no
18 obligation to make any payments to any Party, Settlement Class Member, PAGA Group Member, or
19 attorney, and all payments made up to the point of termination (including any installments funded pursuant
20 to Paragraph 5) will be returned to Defendant, except that the terminating Party shall pay the Settlement
21 Administrator for services rendered up to the date the Settlement Administrator is notified that the
22 Settlement has been terminated;

23 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
24 any order certifying the Class, shall be vacated;

25 d. The Settlement Agreement and all negotiations, statements and proceedings
26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
27 to their respective positions in the Action prior to the execution of the Settlement Agreement;

28 e. Neither the Settlement Agreement, nor any ancillary documents, actions,

1 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
2 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
3 and

4 f. Any documents generated to bring the Settlement into effect, will be null and
5 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
6 likewise be treated as void from the beginning.

7 32. Escalator Clause. On August 12, 2022, Defendant represented that Class Members worked
8 approximately 10,000 Workweeks during the period May 3, 2017 through August 12, 2022. If it is
9 determined that the total number of Workweeks during the period May 3, 2017 through November 11,
10 2022 actually exceeds 11,000, then the Gross Settlement Amount will increase on a proportional basis to
11 the extent the threshold is exceeded (e.g., if the number of the Workweeks during the period May 3, 2017
12 through November 11, 2022 are actually 12,100, the Maximum Settlement Amount will increase by one
13 percent (1%)). In the alternative, in its sole discretion, Defendant may elect to end the Class Period on
14 the date that is the day before the Workweeks exceed 11,000.

15 33. Submission to the LWDA. Plaintiff and Class Counsel will undertake any and all
16 disclosures and submissions required to be made to the LWDA in conformity with PAGA, in connection
17 with resolution of the Action by way of the Settlement.

18 34. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
19 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
20 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
21 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
22 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

23 35. Exhibits Incorporated by Reference. The terms of the Settlement Agreement include the
24 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
25 forth herein.

26 36. Entire Agreement. Upon being fully-executed, the Settlement Agreement and any
27 attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or
28 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties

1 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
2 which provide that a written agreement is to be construed according to its terms and may not be varied
3 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
4 representations or terms will modify, vary, or contradict the terms of the Settlement Agreement.

5 37. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
6 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of
7 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
8 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

9 38. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
10 the Parties may not amend or modify any provision of the Settlement Agreement except by written
11 agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval
12 of the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement
13 except by written agreement signed by counsel for all of the Parties and subject to Court approval. A
14 waiver or amendment of any provision of the Settlement Agreement will not constitute a waiver of any
15 other provision.

16 39. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate the Settlement
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
19 to the Settlement Agreement to effectuate its terms and to execute any other documents required to
20 effectuate the terms of the Settlement Agreement. The Parties warrant that they understand and have
21 full authority to enter into the Settlement Agreement, and further intend that the Settlement Agreement
22 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
23 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
24 provisions that otherwise might apply under state or federal law.

25 40. Signatories. It is agreed that because the members of the Class are so numerous, it is
26 impossible or impractical to have each Class Member execute the Settlement Agreement. The Class
27 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
28 Class Members and the binding nature of the PAGA Settlement as to the PAGA Group Members, and

1 the release shall have the same force and effect as if the Settlement Agreement were executed by each
2 Class Member.

3 41. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 42. California Law Governs. All terms of this Settlement Agreement and attached exhibits
6 hereto will be governed by and interpreted according to the laws of the State of California.

7 43. Counterparts. The Settlement Agreement may be signed in counterparts, and all executed
8 counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page,
9 will be deemed to be one and the same instrument

10 44. Acknowledgment that the Settlement is Fair and Reasonable.

11 a. The Parties believe the Settlement Agreement is a fair, adequate, and reasonable
12 settlement of the Action and have arrived at the Settlement after arm's-length negotiations and in the
13 context of adversarial litigation, taking into account all relevant factors, present and potential. The
14 Parties further acknowledge that they are each represented by competent counsel and that they have had
15 an opportunity to consult with their counsel regarding the fairness and reasonableness of the Settlement
16 Agreement.

17 b. The Parties agree that the Settlement was contingent on Defendant providing
18 Plaintiff and Class Counsel with (a) a declaration by a person with personal knowledge of the number
19 of Workweeks and the number of Class Members and (b) financial information satisfactory to Plaintiff,
20 Class Counsel, and any expert retained by them showing that Defendant cannot pay more than the Gross
21 Settlement Amount without sustaining negative financial ramifications, including potentially declaring
22 bankruptcy. The Parties acknowledge Defendant timely provided this information to Plaintiff.

23 45. Invalidity of Any Provision. Before declaring any provision of the Settlement Agreement
24 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
25 consistent with applicable precedents so as to find all provisions of the Settlement Agreement valid and
26 enforceable.

27 46. Plaintiff's Cooperation. Plaintiff agrees to sign the Settlement Agreement and, by
28 signing the Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to

1 implement the Settlement.

2 47. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
3 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
4 litigation. In entering into the Settlement Agreement, Defendant does not admit, and specifically denies,
5 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
6 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any
7 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
8 any other unlawful conduct with respect to its employees.

9 Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
10 connected with it, shall be construed as an admission or concession by Defendant of any such violations
11 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
12 of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered
13 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
14 or to establish the existence of any condition constituting a violation of, or a non-compliance with state,
15 federal, local or other applicable law.

16 48. Captions. The captions and paragraph numbers in the Settlement Agreement are inserted
17 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
18 provisions of the Settlement Agreement.

19 49. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be construed
21 more strictly against one party than another merely by virtue of the fact that it may have been prepared
22 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
23 between the Parties, all Parties have contributed equally to the preparation of the Settlement Agreement.

24 50. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and
26 that the Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
27 in full.

28 51. All Terms Subject to Court Approval. All amounts and procedures described in the

1 Settlement Agreement herein will be subject to Court approval.

2 52. Notices. All notices, demands, and other communications to be provided concerning the
3 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth
4 below, or such other addresses as either Party may designate in writing from time to time:

5 **To Plaintiff and Class Counsel:**

6 Edwin Aiwazian, Esq.
7 **LAWYERS for JUSTICE, PC**
8 410 West Arden Avenue, Suite 203
9 Glendale, California 91203

To Defendant:

Collin D. Cook, Esq.
FISHER & PHILLIPS LLP
1 Montgomery Street, Suite 3400
San Francisco, California 94104

10 53. Final Approval Order and Judgment. The Parties shall provide the Settlement
11 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
12 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
13 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment, to the
14 Class, will be required.

15 54. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
16 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
17 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
18 the Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
19 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
20 become necessary to effectuate the terms of the Settlement Agreement, the Parties may seek the
21 assistance of the Mediator and then the Court to resolve such disagreement.

22 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
23 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

IT IS SO AGREED.

24
25 Dated: 01/08/2023, 2023

PLAINTIFF NAIMIAH ALEXANDER

Electronically Signed 2023-01-08 11:34:53 UTC - 172.116.21.47
Naimah Alexander
Nintex AssureSign® 6aeff9a7e-1032-449b-9920-af620019a203

Naimah Alexander, Plaintiff

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DEFENDANT COOKE & ASSOCIATES, INC.

DocuSigned by:

Harry Arruda

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Dated: 1/20/2023, 2023

By: Harry Arruda
Chief Executive Officer
On behalf of Cooke & Associates, Inc.

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: January 19, 2023



Edwin Aiwazian
Joanna Ghosh
Janardana Burns
Attorneys for Plaintiff and Proposed Class Counsel

FISHER & PHILLIPS, LLP

Dated: January 20, 2023



Collin D. Cook
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Naimah Alexander v. Cooke & Associates, Inc.
Superior Court of California for the County of Tulare, Case No. VCU286985

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Naimah Alexander (“Plaintiff”) and Defendant Cooke & Associates, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985 (the “Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class Member**” means all current and former hourly, non-exempt employees of Defendant in California at any time during the Class Period.

“**Class Period**” means the time period from May 3, 2017 through November 11, 2022.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims (described in Section III.D below).

“**PAGA Group Member(s)**” means all current and former hourly, non-exempt employees of Defendant in California at any time during the PAGA Period.

“**PAGA Period**” means the period from April 5, 2020 through November 11, 2022.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On April 5, 2021, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code that were violated (“LWDA Notice”). On May 3, 2021, Plaintiff filed a Class Action Complaint for Damages in the Tulare County Superior Court, Case No. VCU286985. On June 9, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”). The Operative Complaint alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premium payments, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a mediation session with a respected mediator of complex wage and hour actions, and with the assistance of the mediator's evaluations, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Naimah Alexander as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is [Two Hundred Eighty Five Thousand Dollars (\$285,000.00)]/[amount to be determined based on Workweeks per Section VIII.B of the Settlement Agreement] (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$99,750.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) ("Attorneys' Costs") to Class Counsel; (2) Incentive Award in an amount not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff for her services in the Action; (3) Administration Fees in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) to the Settlement Administrator; and (4) the amount of Twenty Five Thousand Dollars (\$25,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Allocation"). The PAGA Allocation will be distributed 75% (\$18,750.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$6,250.00) will be distributed to PAGA Group Members ("PAGA Group Member Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly, non-exempt employees in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Estimated Workweek Value") and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share

(“Individual Settlement Payment”).

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Share (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Group Member Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Group Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the PAGA Group Member Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Value”) and multiplied each PAGA Group Member’s individual PAGA Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Defendant will fund the Gross Settlement Amount in three installment payments, over the course of approximately two years, as follows:

- On or before August 12, 2023, the Settlement Administrator will establish a qualified settlement account for administration of the Settlement (“Settlement Fund Account”) and Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account (“First Installment”).
- On or before August 12, 2024, Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) plus an amount sufficient to pay Employer Taxes into the Settlement Fund Account (“Second Installment”).
 - Within ten days after the Second Installment has been deposited, the Settlement Administrator will issue payments as follows: Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Group Members, LWDA Payment to the Labor and Workforce Development Agency, Incentive Award to Plaintiff, and Administration Fee to itself (the Settlement Administrator).
- On or before August 12, 2025, Defendant will deposit the remaining 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account (“Third Installment”).
 - Within ten days after the Third Installment has been deposited, the Settlement Administrator will issue payment for Attorneys’ Fees and Costs to Class Counsel.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From May 3, 2017 through November 11, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From April 5, 2020 through November 11, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985); (b) contains your full name, address, telephone number, signature, and last four (4) digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you for the Class Period and/or PAGA Period; and (e) is

submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B. below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted].

The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will release the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Group Members, and all PAGA Group Members will release the Released PAGA Claims.

“Released Class Claims” means any and all claims, actions, or cause of action alleged in the Operative Complaint, or that could have been alleged or raised in the Operative Complaint based upon or arising out of the facts alleged in the Operative Complaint, arising during the Class Period, including but not limited to: failure to pay minimum wage for all hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable Industrial Welfare Commission Wage Orders; failure to pay proper overtime wages in violation of California Labor Code sections 510, 1197, and 1198, and the applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest in violation of California Labor Code sections 551 and 552 and the applicable Industrial Welfare Commission Wage Orders; failure to pay reporting time wages in violation of California Labor Code sections 1198 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant rest periods and pay missed rest break premiums in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant meal periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and 512, and the applicable Industrial Welfare Commission Wage Orders; failure to maintain accurate employment records in violation of California Labor Code section 1174; failure to pay timely wages during employment in violation of California Labor Code sections 204, 210; failure to pay all wages and accrued vacation time pay due and owing at separation in violation of California Labor Code sections 201, 202, 203, and 227.3; failure to indemnify and reimburse for all business expenses in violation of California Labor Code sections 2802 and 2804; failure to provide complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3; deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (California Business & Professions Code section 17200 et seq.); and all claims for liquidated damages, penalties, interest, fees and costs based on the foregoing.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (“PAGA”), California Labor Code Section 2698, et seq. that were asserted in the Operative Complaint or that arise out of the allegations made in the Operative Complaint and/or in the LWDA Notice, arising during the PAGA Period for failure to pay minimum wage for all hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable Industrial Welfare Commission Wage Orders; failure to pay proper overtime wages in violation of California Labor Code sections 510, 1197, and 1198, and the applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest in violation of California Labor Code sections 551 and 552 and the applicable Industrial Welfare Commission Wage Orders; failure to pay reporting time wages in violation of California Labor Code sections 1198 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant rest periods and pay missed rest break premiums in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Orders; failure to provide

compliant meal periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and 512, and the applicable Industrial Welfare Commission Wage Orders; failure to maintain accurate employment records in violation of California Labor Code section 1174; failure to pay timely wages during employment in violation of California Labor Code sections 204, 210; failure to pay all wages and accrued vacation time pay due and owing at separation in violation of California Labor Code sections 201, 202, 203, and 227.3; failure to indemnify and reimburse for all business expenses in violation of California Labor Code sections 2802 and 2804; and failure to provide complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3.

“Released Parties” means Defendant and all of its past and present parents, subsidiaries, affiliates, predecessors, and related entities, and all of their respective employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, and members.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$99,750.00, if the Gross Settlement Amount is \$285,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (“Attorneys’ Costs”), subject to approval by the Court. The Attorneys’ Fees Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars (\$5,000.00) (“Incentive Award”), in recognition of her effort and work in prosecuting the Action. The Incentive Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) (“Administration Fees”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment, regardless of whether you have elected to exclude yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action (*Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985); (b) contain your full name, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Agreement (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must include: (a) the case name and number of the Action (*Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985); (b) your full name, signature, address, telephone number, signature, and last four (4) digits of your Social Security number; (c) a written statement of all grounds for your objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Tulare County Superior Court, located at 221 South Mooney Blvd, Visalia, CA 93291, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Incentive Award to Plaintiff, and Administration Fees to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.tulare.courts.ca.gov/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 221 South Mooney Blvd, Visalia, CA 93291, during business hours, or by online by visiting the following website: <https://online.tulare.courts.ca.gov/?q=node/353>, login/register, clicking “Search Cases,” and typing in the Court Case Number “VCU286985.”

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO

CONTACT CLASS COUNSEL.