

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Samyra McCrea (“Plaintiff”) and defendants Market Hall Foods, a general partnership, as well as the erroneously named Rockridge Market Hall, LLC dba Market Hall Foods, and Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.* initiated on January 20, 2022, and pending in Superior Court of the State of California, County of Alameda.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have been employed by Defendants in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees who have been employed by Defendants in California at any time during the Class Period.
- 1.6. “Class Counsel” means Justice Law Corporation, the attorneys representing Plaintiff in the Action.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address and telephone number, Social Security number, and number of Workweeks and/or Pay Periods as reflected in Defendants’ records.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address

Database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 20, 2018, through November 22, 2022 or the date of Preliminary Approval of the Settlement, whichever date is earlier.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Alameda.
- 1.16. “Defendants” means named defendants Rockridge Market Hall, LLC dba Market Hall Foods, Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods, and Market Hall Foods.
- 1.17. “Defense Counsel” means Jen Cornell and Teresa W. Ghali, GBG LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Exclusion Form” means the ELECTION NOT TO PARTICIPATE (“OPT OUT FROM”) CLASS ACTION SETTLEMENT, to be mailed to Class Member in the form, without material variation, attached as Exhibit B and incorporated by reference into this Agreement.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$1,200,000.00 which is the total amount Defendants agree to pay under the Settlement except for any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, as provided in paragraph 3.1. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and

Administration Expenses Payment.

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro-rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro-rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court upon granting final approval of the Settlement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Notice Packet” means the Class Notice and Exclusion Form.
- 1.31. “PAGA Period” means the period from January 12, 2021, through November 22, 2022 or the date of preliminary approval of the Settlement, whichever date is earlier.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s January 12, 2022 and March 1, 2022 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of the PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Pay Period” means any pay period during the PAGA Period during which an Aggrieved Employee worked for Defendants for at least one day.
- 1.37. “Plaintiff” means Samyra McCrea, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

Settlement.

- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. "Released Class Claims" means the class claims being released as described in Paragraph 5.2 below.
- 1.41. "Released PAGA Claims" means the PAGA claims being released as described in Paragraph 5.3 below.
- 1.42. "Released Parties" means each and every Defendant, and any of its former and present parents, subsidiaries, divisions, and affiliated companies, including their respective officers, directors, employees, partners, shareholders, agents, successors, assigns, and legal representatives.
- 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member.
- 1.44. "Response Deadline" means 45 days after the Administrator mails notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail objections to the Settlement. Class Members to whom notice is re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. "Workweek" means any week during the Class Period during which a Class Member worked for Defendants for at least one day.

2. RECITALS.

- 2.1. On January 20, 2022, Plaintiff filed a complaint for damages against Defendants alleging violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Business & Professions Code section 17200, *et seq.*; and (9) Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004). On May 10, 2022, Plaintiff filed a first amended complaint adding Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods as an additional named defendant. On September 20, 2022, Plaintiff filed an amendment to the first amended complaint, adding Market Hall Foods as an additional named defendant. Defendants deny the allegations in the operative complaint, deny any failure to comply with the laws identified in the operative complaint, and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice

to Defendants and the LWDA by sending the PAGA Notice.

- 2.3. On August 12, 2022, the Parties participated in an all-day mediation presided over by Michael Loeb, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, documents relating to Defendants' wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, the recording of time, and off-the-clock work. Plaintiff also reviewed time and pay records and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period and pay periods in the PAGA Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay \$1,200,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff. Class Representative Service Payment to the Class Representative Samyra McCrea of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS 1099 Form. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative

Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is \$400,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments that do not exceed these amounts. Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amount(s) requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.3. To the Administrator: An Administration Expenses Payment currently estimated to be \$20,000.00 but not to exceed \$25,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. The remaining fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties, and other non-wage amounts sought in the Action (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. The Parties acknowledge and agree that they have bargained over the appropriate tax allocation of the Individual Class Payments in good faith and at arm's-length, and that the agreed-upon tax treatment fairly comprises the elements of damages sought in Action. The Parties acknowledge and agree that Defendants have made no representations or warranties to anyone regarding the income tax or employment tax consequences of any payment made hereunder.

Except for the employer share of FICA, FUTA, and other payroll taxes, Participating Class Members will be responsible for paying any taxes that may be owed on amounts they receive under the Settlement, including the amounts being reported on IRS Form 1099. The Administrator will be responsible for making all payments due under the Settlement and submitting all required IRS W-2 and 1099 Forms with respect to such payments.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$75,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$25,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and Pay Periods. Based on a review of their records to date, Defendants estimate there are 957 Class Members who collectively worked a total of 72,500 Workweeks, and approximately 531 Aggrieved Employees who worked a total of 12,638 Pay Periods.

4.2. Class Data. Not later than 14 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will provide the Administrator with the Class Data, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator will not share the Class Data with Class Counsel. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted any identifying information and to provide corrected

or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Within 30 calendar days after the Effective Date, Defendants will wire fifty percent (50%) of the amount necessary to fund the Settlement to the Administrator. The second fifty percent (50%) will be due to the Administrator 90 days after the first installment. The Settlement Administrator will provide counsel for the Parties with an opportunity to review and approve the Settlement Administrator's proposed payment calculations after each funding date but before the Settlement Administrator sends out the Individual Settlement Payments.
- 4.4. Payments from the Gross Settlement Amount. Within 15 calendar days after Defendants fund the first fifty percent (50%) of the Gross Settlement Amount, after review by counsel as indicated in Paragraph 4.3, the Administrator will distribute the first fifty percent (50%) of payments to Plaintiff for her Class Representative Service Payment, Class Counsel for their awarded Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the LWDA, the Aggrieved Employees, and the Participating Class Members. After Defendants fund the second fifty percent (50%) of the Gross Settlement Amount, and after review by counsel as indicated in Paragraph 4.3, the Administrator will similarly distribute the second half of the payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. After the initial distribution, all checks representing settlement funds not claimed within 180 days after the date of mailing shall be canceled. Settlement funds from any such voided checks shall flow back to the Net Settlement Amount for distribution to the Participating Class Members on a pro-rata basis. Subsequently, after the second and final distribution, all checks representing settlement funds not claimed within 180 days after the date of mailing shall be canceled. Settlement funds from any such voided checks shall be paid on a *cy pres* basis to Legal Aid at Work, as provided by Code of Civil Procedure section 384. If any checks are not redeemed or deposited within 90 calendar days after either mailing, the Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next 90 days, it will be canceled, and offering to replace the check if it was lost or misplaced.
 - 4.4.2. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.3. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding

address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided, if any, or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

- 4.4.4. As explained in Paragraph 4.4.1 above, for any Class Member whose second and final Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, as provided by Code of Civil Procedure section 384.
- 4.4.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Plaintiff as agent and proxy of the State of California (including the LWDA), Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to, all claims that were or reasonably could have been alleged based on the facts contained in the operative complaint, including all PAGA claims that were or reasonably could have been alleged based on facts contained in the operative complaint and/or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
 - 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

her settlement with the debtor or Released Party.

- 5.2. Release by Participating Class Members. All Participating Class Members release and discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of and based on the following categories of claims that were specifically alleged, could have been alleged, or are in substance the same as those specifically alleged in the operative complaint or reasonably related to the factual allegations pled therein: (a) any and all claims for failure to pay wages and overtime under California Labor Code sections 510 and 1198; (b) any and all claims for meal period liability under California Labor Code sections 226.7 and 512(a); (c) any and all claims for rest break liability under California Labor Code section 226.7; (d) any and all claims for failure to pay minimum wages under California Labor Code sections 1194 and 1197; (e) any and all claims for failure to pay final wages in a timely manner under California Labor Code sections 201 and 202; (f) any and all claims for noncompliant wage statements under California Labor Code section 226(a); (g) any and all claims for unreimbursed business expenses under California Labor Code sections 2800 and 2802; and (h) any and all claims for violation of Business & Professions Code section 17200, *et seq.*, related only to the above alleged claims.

Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3. Release by the State of California. Plaintiff as agent and proxy of the State of California, and the State of California itself (including the LWDA, and any individual seeking to serve as agent and proxy of the State of California), shall release and discharge and be barred from asserting any and all claims for PAGA penalties arising during the PAGA Period that were specifically alleged, could have been alleged, or are in substance the same as those specifically alleged based on the PAGA Period facts stated in the operative complaint and the PAGA Notice and ascertained in the course of the Action, including violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004), against the Released Parties.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree that Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1. Plaintiff's Responsibilities. Class Counsel will prepare all documents necessary for obtaining Preliminary Approval, including: (i) the notice and memorandum in support of the Motion for Preliminary Approval; (ii) a proposed Order Granting Preliminary Approval of the Settlement; and (iii) a proposed Class Notice and Exclusion Form.
- 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary

Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and inform both Parties of the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, within 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First Class U.S. Mail, the Class Notice and Exclusion Form, substantially in the forms attached to this Agreement as Exhibit A and Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amount(s) of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Members' addresses using the National Change of Address Database.
- 7.4.3. Not later than 3 business days after the Administrator's receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts

to locate or send notice to a Class Member whose Notice Packet is returned by the USPS a second time.

- 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose Notice Packets are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.
- 7.4.5. If the Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include such persons as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as the other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring such persons to exercise options under this Agreement not later than 14 days after receipt of the Notice Packet, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt Outs).

- 7.5.1. Class Members who wish to exclude themselves from (opt out of) the class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packets are re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the class portion of the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet or objects to the Settlement.

- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the State of California has hereby released all claims identified in Section 5.3 of this Agreement and may not bring such claims in the future, nor can anyone assert any of the claims released pursuant to Section 5.3 of this Agreement in the future as agent and proxy of the State of California (including the LWDA).
- 7.6. Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Notice Packets (plus an additional 14 days for Class Members whose Notice Packets are re-mailed) to challenge the number of Workweeks and Pay Periods (if applicable) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods (if applicable) contained in the Class Notice are correct so long as they are consistent with the Class Data. Challenges will be resolved initially by the Administrator, subject to final resolution by the Court, if necessary. Prior to any resort to the Court, counsel for the Parties will confer in good faith in an attempt to resolve the dispute. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods and the Administrator's determination of such challenges to Defense Counsel and Class Counsel.
- 7.7. Objections to Settlement.
- 7.7.1. Only Participating Class Members may object to the class portion of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator mails the Notice Packets (plus an additional 14 days for Class Members whose Notice Packets were re-mailed).
- 7.7.3. Non-Participating Class Members have no right to object to the class portion of the Settlement.
- 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of this Agreement, the Motion for Preliminary Approval, the

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

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

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Settlement was reached based on a number of Workweeks worked by the Class Members during the Class Period of no more than 72,500. If it is determined that the number of Workweeks through November 22, 2022 exceeds five percent (5%) of this estimate (i.e., more than 76,125 Workweeks), the Class Period will be shortened so that the total number of Workweeks is capped at 76,125.

9. DEFENDANTS' RIGHT TO WITHDRAW.

If ten percent (10%) or more of the total number of Class Members timely opt out of the Settlement, Defendants will have the right to rescind the Settlement, in which case the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within 14 days after the Administrator emails Defense Counsel and Class Counsel the Exclusion List. If Defendants invoke their option to rescind, Defendants will be responsible for any costs incurred by the Administrator to date. No Party will encourage any Class Member to opt out of the Settlement.

10. MOTION FOR FINAL APPROVAL.

After the expiration of the Response Deadline, Plaintiff will move the Court for final approval of the Settlement. Plaintiff will separately move for award of the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment, which Defendants will not oppose. Class Counsel will prepare the draft motion for final approval for review and comment by Defense Counsel. Defense Counsel shall have seven (7) business days to review the draft motion for final approval, and the Parties will work together in good faith to finalize the motion and incorporate any comments by Defense Counsel. If Defense Counsel does not provide any changes within this timeframe, the draft motion for final approval shall be deemed approved. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, the motion for final approval of the Settlement, a proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. If that process fails, the Settlement will become null and void. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post- Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Agreement, the Parties, their respective counsel, all Aggrieved Employees, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional settlement administration costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

- 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in

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

- 12.2. Fair, Adequate, and Reasonable Settlement. The Parties agree that the Settlement is fair, adequate, and reasonable and will so represent to the Court. In addition, mediator Michael Loeb may, at his discretion, execute a declaration supporting the Settlement, and the Court may, in its discretion, contact Mr. Loeb to discuss the Settlement and whether or not the Settlement is fair and reasonable.
- 12.3. Confidentiality. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about this case and/or the fact, amount, or terms of the Settlement. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond only after the Motion for Preliminary Approval has been filed and only by confirming the terms of the Settlement. The Parties and their counsel further agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. Any disputes concerning the interpretation or implementation of this Agreement that the Parties are unable to resolve through direct discussion or written communications may be submitted to mediator Michael Loeb for mediation before being submitted to the Court.
- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality of Information. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is

inserted for convenience of reference only and does not constitute a part of this Agreement.

- 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Douglas Han
Shunt Tatavos-Gharajeh
Halina E. Szymanski
751 N. Fair Oaks Ave. Suite 101
Pasadena, California 91103
(Tel) 818.230.7502
(Fax) 818.230.7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
hszymanski@justicelawcorp.com

To Defendants:
Jen Cornell
Teresa W. Ghali
GBG LLP
601 Montgomery Street, Suite 1150
San Francisco, CA 94111
(Tel) 415.603.500
(Fax) 415.840.7210
teresaghali@gbgllp.com
jencornell@gbgllp.com

- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For Plaintiff Samyra McCrea:

Samyra McCrea

Date: 02/14/2023

Counsel for Plaintiff:

D. Han

Date: 2/14/2023

For Rockridge Market Hall, LLC dba Market Hall Foods:

Date: _____

For Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods:

Date: _____

For Market Hall Foods:

Date: _____

Counsel for Defendants:

Date: _____

(Tel) 415.603.500
(Fax) 415.840.7210
teresaghali@gbgllp.com
jencornell@gbgllp.com

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For Plaintiff Samyra McCrea:

_____ Date: _____

Counsel for Plaintiff:

_____ Date: _____

For Rockridge Market Hall, LLC ~~dba Market Hall Foods~~:

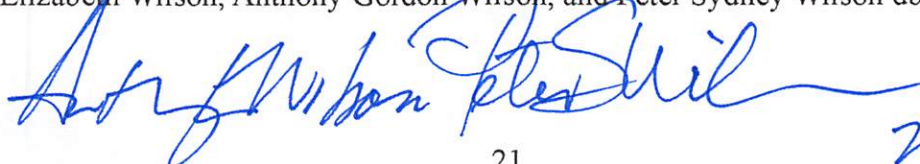
By WILSON ASSOCIATES, LLC

By Anthony Wilson, manager

Date: 2/12/2023

MARKET HALL FOODS, Partnership

For Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods:



2/12/2023

Date: _____

For Market Hall Foods:

By Anthony Wilson, general partner

Date: 2/12/2023

Counsel for Defendants:

J-C-11

Date: February 13, 2023

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.

Case No. 22CV005647

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Rockridge Market Hall, LLC dba Market Hall Foods, Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods, and Market Hall Foods (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by Samyra McCrea (“Plaintiff”)—who is a former employee of Defendants—and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendants in California during the Class Period (January 20, 2018 to November 22, 2022); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendants in California during the PAGA Period (January 12, 2021 to November 22, 2022) (“Aggrieved Employees”).

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

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you do or don't act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants and requires the State of California (including the LWDA) to give up its right to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have


two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and, if you are also an Aggrieved Employee, PAGA Period penalty claims on behalf of the State of California (including the LWDA), against Defendants.

(2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and, if you are also an Aggrieved Employee, an Individual PAGA Payment. In exchange, you will give up your right to assert the Class Period wage claims and, if you are also an Aggrieved Employee, the PAGA Period penalty claims on behalf of the State of California, against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims, respectively).</p>
<p>You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is </p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims on behalf of the State of California (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the [REDACTED] Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]</p>	<p>The amount(s) of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks during the Class Period during which you worked at least one day (“Workweeks”) and how many pay periods during the PAGA Period during which you worked at least one day (“Pay Periods”), respectively. The number(s) of Workweeks and Pay Periods (if any) you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to provide meal and rest periods or pay premium wages in lieu thereof, failing to pay minimum wages, failing to timely pay final wages, issuing non-compliant wage statements, failing to reimburse business expenses, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Justice Law Corporation (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an

effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$1,200,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the first 50% of the Gross Settlement within 30 days after Settlement becomes final. Defendants will fund the second 50% of the Gross Settlement 90 days after they fund the first 50%. The Settlement will be final on the date the Court has entered its Final Approval and Judgment approving the Settlement, or if there are timely objections to the Settlement and they are not withdrawn, then on the date the Judgment becomes final and is no longer subject to any appellate proceeding in court.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$400,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff Samyra McCrea as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only monies Samyra McCrea will receive other than Samyra McCrea’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$25,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA

Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on the number of Pay Periods they worked during the PAGA Period.

**Participating Class Members have the right to object to any of these deductions.
The Court will consider all objections.**

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their number of Workweeks they worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages (“Wage Portion”) and 50% to interest, penalties, and other non-wage amounts sought in the Action (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). Settlement checks will be mailed in two rounds. The Administrator will mail the first round of checks within 15 days after Defendants fund the first 50% of the Gross Settlement. If you don’t cash your first check by the void date, your check will be automatically canceled, and the monies will flow back to the Gross Settlement for distribution to the Participating Class Members based on the number of Workweeks they worked during the Class Period. The Administrator will mail the second round of checks within 15 days after Defendants fund the second 50% of the Gross Settlement. If you don’t cash your second check by the void date, your check will be automatically canceled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization (“cy pres”), Legal Aid at Work.
6. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. To request exclusion from the Class Settlement, you may use the “Election Not to Participate In (“Opt Out” From)

Class Action Settlement” form (“Exclusion Form”) mailed to you along with this Notice, or you may mail the Administrator a letter including the same information. The Request for Exclusion should be from a Class Member or his/her representative and should set forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants. You cannot opt out of the PAGA portion of the Settlement. Aggrieved Employees who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims on behalf of the State of California against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges to Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer-side payroll taxes, all Participating Class Members will be legally barred from asserting any of the Class Period claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members release and discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of and based on the following categories of claims that were specifically alleged, could have been alleged, or are in substance the same as those specifically alleged in the operative complaint or reasonably related to the factual allegations pled therein: (a) any and all claims for failure to pay wages and overtime under California Labor Code sections 510 and 1198; (b) any and all claims for meal period liability under California Labor Code sections 226.7 and 512(a); (c) any and all claims for rest break liability under California Labor Code section 226.7;

(d) any and all claims for failure to pay minimum wages under California Labor Code sections 1194 and 1197; (e) any and all claims for failure to pay final wages in a timely manner under California Labor Code sections 201 and 202; (f) any and all claims for noncompliant wage statements under California Labor Code section 226(a); (g) any and all claims for unreimbursed business expenses under California Labor Code sections 2800 and 2802; and (h) any and all claims for violation of Business & Professions Code section 17200, *et seq.*, related only to the above alleged claims.

Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. State of California's Release. After the Court's judgment is final, and Defendants have fully funded the Gross Settlement and separately paid all employer-side payroll taxes, the State of California (including the LWDA) will be legally barred from asserting PAGA claims against Defendants. Consistent with this release, no one (including any Aggrieved Employee) may assert PAGA claims as agent and proxy of the State of California against Defendants. This means that all Aggrieved Employees, including both Participating Class Members and Non-Participating Class Members, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities on behalf of the State of California, based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The State of California will be bound by the following release:

Plaintiff as agent and proxy of the State of California, and the State of California itself (including the LWDA, and any individual seeking to serve as agent and proxy of the State of California), shall release and discharge and be barred from asserting any and all claims for PAGA penalties arising during the PAGA Period that were specifically alleged, could have been alleged, or are in substance the same as those specifically alleged based on the PAGA Period facts stated in the operative complaint and the PAGA Notice and ascertained in the course of the Action, including violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004) against the Released Parties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the Aggrieved Employee's Pay Periods.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Challenges will be resolved initially by the Administrator, subject to final resolution by the Court, if necessary. Prior to any resort to the Court, Class Counsel and Defense Counsel will confer in good faith in an attempt to resolve the dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, two rounds of Individual Class Payment checks to every Participating Class Member.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, two rounds of Individual PAGA Payment checks to every Aggrieved Employee.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit the Exclusion Form mailed to you along with this Notice or a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*, Case No. 22CV005647, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You, or your representative, must make the request. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your Request for Exclusion by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among

other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [REDACTED] for free, or on the Court's website, www.alameda.courts.ca.gov, for a fee.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*, Case No. 22CV005647, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at _____ in Department 21 of the Superior Court of California, County of Alameda, Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Douglas Han
Email Address: info@JusticeLawCorp.com
Name of Firm: Justice Law Corporation
Mailing Address: 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103
Telephone: (818) 230-7502

Administrator:

Name of Company: Phoenix Settlement Administrators
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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