

1 CALL & JENSEN  
A Professional Corporation  
2 Jacqueline Beaumont, Bar No. 253776  
Anurita S. Varma, Bar No. 279846  
3 610 Newport Center Drive, Suite 700  
Newport Beach, CA 92660  
4 Tel: (949) 717-3000  
Fax: (949) 717-3100  
5 jbeaumont@calljensen.com  
avarma@calljensen.com  
6

7 Attorneys for Defendant Lereta, LLC  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SAN BERNARDINO**  
11

12 PATRICE EMERSON, individually, and on  
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 LERETA, LLC, a limited liability company; and  
16 DOES 1 through 10, inclusive,

17 Defendant.  
18

Case No. CIVSB2111028

Assigned for all Purposes to:  
Hon. David Cohn / Dept. S26  
(Complex)

**JOINT STIPULATION OF SETTLEMENT  
AND RELEASE TO SETTLE CLASS  
ACTION**

19 Complaint Filed: April 16, 2021  
20 Trial Date: None Set  
21  
22  
23

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the  
2 Court pursuant to section 382 of the California Code of Civil Procedure, that the Settlement of this  
3 Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement and Release to Settle Class Action (hereinafter “Agreement”).

6 This Agreement is made and entered into by and between Plaintiff Patrice Emerson (“Named  
7 Plaintiff” or “Plaintiff”) and the Class Members, on the one hand, and Defendant Lereta, LLC  
8 (“Defendant” or “Lereta”), on the other hand. Plaintiff and Defendant collectively are referred to in the  
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendant to pay no more than the settlement sum of Four Hundred Fifty  
12 Thousand Dollars (\$450,000.00) as provided in Section 3.06(a) below (“Maximum Settlement Sum”)  
13 upon the terms and conditions of the Agreement and for the consideration set forth herein, including,  
14 but not limited to a release of all claims by Named Plaintiff and the release of the Class Members’  
15 claims as set forth in this Agreement.

16 **ARTICLE I**

17 **DEFINITIONS**

18 **Section 1.01:** Unless otherwise defined herein, the following terms used in this Agreement  
19 shall have the meanings ascribed to them as set forth below:

20 a. “Action” means the civil action and complaint (and any amendments thereto) filed by  
21 Patrice Emerson in San Bernardino County Superior Court, titled *Patrice Emerson v. Lereta, LLC*, San  
22 Bernardino County Superior Court Case No. CIVSB 2111028.

23 b. “Agreement” means this Joint Stipulation of Settlement and Release to Settle Class  
24 Action, including the exhibits attached hereto.

25 c. “Dispute/Exclusion/Objection Deadline Date” means the deadline for a Class Member  
26 to postmark and submit disputes of the number of Workweeks used to calculate his or her estimated  
27 Individual Settlement Share, Opt-Out Request, or objection, which is sixty (60) calendar days from the  
28 date that the Notice Packet is first mailed by the Settlement Administrator, or as extended by up to

1 fourteen (14) additional days for any remailed Notice Packet, as described below.

2 d. "Settlement Class" means all persons who have been employed by Defendant in  
3 California and classified as a non-exempt employee during the "Class Period" applicable to the  
4 operative complaint and who have not signed arbitration agreements or release agreements with  
5 Defendant. For settlement purposes only, the Parties agree to certification of the Settlement Class.

6 e. "Class Counsel" or "Plaintiff's Counsel" means the attorneys for the Class and the  
7 Class Members, who are: Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon & Yang,  
8 1055 W. Seventh Street, Suite 1880, Los Angeles, California 90017, Telephone: (213) 232-3128,  
9 Facsimile: (213) 232-3125.

10 f. "Class List" means a complete list of all Class Members which Defendant will compile,  
11 based on its business records, and provide to the Settlement Administrator within thirty ( ) calendar  
12 days after entry of Preliminary Approval of this Settlement. The Class List shall be formatted in  
13 Microsoft Office Excel and shall include each Class Member's name, his or her last known mailing  
14 address, Social Security number, dates of employment, and number of Workweeks and the total  
15 aggregate number of Workweeks that all Class Members worked during the Class Period.

16 g. "Class Member(s)" mean all members of the Settlement Class.

17 h. "Class Period" starts on April 16, 2017 and shall end on the date the court preliminarily  
18 approves the settlement.

19 i. "Court" means the San Bernardino County Superior Court in which the Action is  
20 pending.

21 j. "Date of Finality" means the date when the Final Order becomes Final.

22 k. "Defendant" means Lereta, LLC.

23 l. "Defense Counsel" means: Jacqueline Beaumont, Esq., and Anurita S. Varma. of Call  
24 & Jensen, A Professional Corporation, 610 Newport Center Drive, Suite 700 Newport Beach,  
25 California 92660, Telephone: (949) 717-3000.

26 m. "Disposition" means the Court's order and judgment approving and adopting the terms  
27 of the Settlement and Agreement, and retaining jurisdiction over the enforcement, implementation,  
28 construction, administration, and interpretation of the Settlement and Agreement.

1 n. "Final" means ten (10) calendar days from the following: (i) the Court's Disposition  
2 approving this Agreement if no objection is asserted at the Final Fairness and Approval Hearing; or (ii)  
3 if an objection is asserted at the Final Fairness and Approval Hearing, but the objection is withdrawn  
4 thereafter, the date the objection is withdrawn; or (iii) if an objection is asserted at the Final Fairness  
5 and Approval Hearing, and the objection is not withdrawn, the expiration of the time for filing or  
6 noticing any appeal of the Judgment; or (iv) if there is an appeal of the Court's Judgment, the latest of:  
7 the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of  
8 the time to file a petition to the Supreme Court; or, (v) if a petition is filed, the date of denial of the  
9 petition, or the date the Judgment is affirmed pursuant to such petition.

10 o. "Final Fairness and Approval Hearing" means the hearing at which the Court enters a  
11 judgment or other order approving the Settlement and Agreement and terminating the Action.

12 p. "Final Order Approving Settlement of Class Action" or "Final Order" means the final  
13 formal court order signed by the Court at or after the Final Fairness and Approval Hearing in  
14 accordance with the terms herein approving this Agreement.

15 q. "Incentive Award" means a monetary amount of up to five thousand dollars (\$5,000)  
16 for Plaintiff Patrice Emerson which, subject to Court approval, will be paid pursuant to Section 3.06(c)  
17 of this Agreement.

18 r. "Individual Settlement Payments" means the net amount of money from the Net  
19 Settlement Sum that shall be paid to the Participating Class Members. Individual Settlement Payments  
20 will be each Participating Class Member's Individual Settlement Share less applicable taxes as  
21 provided by this Agreement.

22 s. "Individual Settlement Share" means the gross portion of the Net Settlement Sum that a  
23 Class Member is eligible to receive determined by the calculations provided in this Agreement.

24 t. "Maximum Settlement Sum" means the maximum settlement sum of Four Hundred  
25 Fifty Thousand Dollars (\$450,000.00), to be paid by Defendant under the terms and conditions of this  
26 Agreement. The Maximum Settlement Sum includes all attorneys' fees and costs, administration costs,  
27 enhancement award to Plaintiff in exchange for a general release of claims, payment to the California  
28 Labor and Workforce Developmental Agency, and a Net Settlement Sum (the balance after deduction

1 of attorneys' fees and costs, administration costs, an enhancement award, general release payment to  
2 Plaintiff, PAGA Settlement Payment, payment to the California Labor and Workforce Developmental  
3 Agency). The Net Settlement Sum shall be proportionally based on compensable workweeks within  
4 the Class Period. Defendant's best estimate for the number of workweeks at issue for the Class  
5 Members prior to September 22, 2022, is 26,706 workweeks. If the amount of workweeks within the  
6 Class Period is determined to be more than 10% higher than this estimate (i.e., if it is 29,377 or more  
7 workweeks), the Maximum Settlement Sum shall be increased by the average gross payout to the  
8 Class Members based on 29,377 workweeks. For example, if there are 10% more workweeks than the  
9 29,377 workweeks during the time period stated above, then Defendant will increase the Maximum  
10 Settlement Sum by 10%. The Maximum Settlement Sum will not be reduced due to Defendant's  
11 estimate. Defendant's employer taxes shall be paid separately and in addition to the Maximum  
12 Settlement Sum.

13 u. "Named Plaintiff" or "Plaintiff" means Patrice Emerson.

14 v. "Net Settlement Sum" means the Maximum Settlement Sum (\$450,000.00) less all of  
15 the following: (1) Class Counsel's attorney's fees of up to thirty-three and one-third percent (33 1/3%)  
16 of the Maximum Settlement Sum (\$150,000); (2) Class Counsel's costs of up to \$35,000 as supported  
17 by declaration; (3) Incentive Award to the Named Plaintiff of up to \$5,000; (4) General release  
18 payment to Plaintiff (\$10,000); (5) the Settlement Administration Costs; and (6) penalties recoverable  
19 pursuant to California's Private Attorneys General Act (PAGA Settlement Payment). The Net  
20 Settlement Sum includes the employee withholding taxes and employer payroll taxes relating to the  
21 wage portion of Individual Settlement Shares, as set forth in Section 3.06(f). The Net Settlement Sum  
22 will be proportionally based on compensable workweeks within the Class Period.

23 w. "Non-Participating Class Member(s)" means those Class Members who submit to the  
24 Settlement Administrator a valid and timely Opt-Out Request pursuant to Section 3.04(b) below.

25 x. "Notice Packet" means the Notice of Proposed Class Action Settlement ("Class  
26 Notice"), substantially in the form attached hereto as "Exhibit "A."

27 y. "Opt-Out Request" means a written request to be excluded from the Class pursuant to  
28 Section 3.04(b) below.

1 z. “Participating Class Member(s)” means Class Members that did not timely submit a  
2 written request to opt-out from or exclude themselves from the Class pursuant to Section 3.04(b)  
3 below.

4 aa. PAGA Employee. For settlement purposes only, the Parties agree to the definition of a  
5 PAGA Employee as: All current and former aggrieved employees who worked for Defendant in  
6 California as an hourly paid, non-exempt employee at any time during the “PAGA Settlement Period”  
7 and who have not signed arbitration agreements or release agreements with Defendant (together,  
8 collectively referred to as the “PAGA Employees”).

9 bb. PAGA Settlement Period. The “PAGA Settlement Period” starts on April 15, 2020,  
10 and shall end on the date the court preliminarily approves the settlement. Defendant’s best estimate for  
11 the number of pay periods at issue for the PAGA Employees prior to September 22, 2022 is 3,037 pay  
12 periods.

13 cc. PAGA Settlement Payment. In order to settle claims alleged under the Private  
14 Attorneys’ General Act, California Labor Code section 2698 et seq., the Parties agree to allocate  
15 \$44,000.00 from the Maximum Settlement Sum as penalties authorized by the California Labor Code  
16 Private Attorneys General Act of 2004 (PAGA Settlement). Seventy-five percent (75%) of the PAGA  
17 Settlement (totaling \$33,000.00) will be paid to the Labor and Workforce Development Agency and  
18 25% of the PAGA Settlement (totaling \$11,000.00) will be distributed to participating PAGA  
19 Employees.

20 dd. “Parties” means collectively Plaintiff and Defendant.

21 ee. “Total Workweeks” means the total aggregate number of Workweeks of all Class  
22 Members.

23 ff. “Eligible Workweeks” are calculated as the number of days between a Class Member’s  
24 start date and end date working as an hourly-paid or non-exempt employee for Defendant during the  
25 Settlement Period, divided by seven.

26 gg. “Preliminary Approval Date” means the date the Court preliminarily approves the  
27 Settlement embodied in this Agreement, including, without limitation, the Notice of Proposed Class  
28 Action Settlement, which is attached hereto as “Exhibit A.”

1           hh.   “Settlement” means the resolution of this Action and all related claims effectuated by  
2 this Agreement.

3           ii.   “Settlement Administration Costs” means all costs incurred by the Settlement  
4 Administrator in administration of the Settlement, including, but not limited to, any notices that must  
5 be provided to the Class, calculating Individual Settlement Payments and tax withholdings, providing  
6 declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing  
7 administrative work related to unclaimed checks, generating checks to Class Counsel for attorney’s  
8 fees and costs, to Plaintiff for her Incentive Award, and any other actions of the Settlement  
9 Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The  
10 Settlement Administration Costs shall not exceed \$15,000.

11          jj.   “Settlement Administrator” means Phoenix Settlement Administrators, Inc., which the  
12 Parties have agreed will be responsible for the administration of the Settlement including, without  
13 limitation, the distribution of the Individual Settlement Payments to be made by Defendant from the  
14 Maximum Settlement Sum and related matters under this Agreement.

15                                   **ARTICLE II**

16                                   **BACKGROUND**

17                   **Section 2.01: The Litigation**

18          a.    *Patrice Emerson v. Lereta, LLC*, San Bernardino County Superior Court Case No.  
19 CIVSB 2111028, was filed on April 16, 2021 as a putative class action (the “*Emerson* action”). On  
20 September 7, 2021, Plaintiff filed a First Amended Complaint, which alleges causes of action for: (1)  
21 Failure to Pay Minimum and Regular Rate Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];  
22 (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide  
23 Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal.  
24 Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-  
25 203]; (6) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (7) Unfair  
26 Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and (8) Civil Penalties Under PAGA  
27 [Cal. Lab. Code § 2699, et seq.].

28          b.    Defendant denies the allegations asserted in the Action, denies the violations of the

1 California *Labor* Code and California Business and Professions Code alleged in the Action, denies any  
2 pendant or related charges, denies violating any other law or right of the Plaintiff or any Class  
3 Members, and further denies owing and damages, penalties, or liability to the Plaintiff and Class  
4 Members.

5 **Section 2.02: Mediation and Settlement**

6 a. On October 4, 2022, the Parties engaged in private mediation with mediator Steve  
7 Serratore. At mediation, the Parties reached a settlement in the matter, based on the terms set forth  
8 herein. The settlement discussions were conducted at arm's-length. The settlement is the result of an  
9 informed and detailed analysis of Defendant's potential exposure and the additional costs of litigating  
10 the Action and the inherent risks and uncertainties of litigation.

11 b. It is the desire of the Parties to fully, finally and forever settle, compromise and  
12 discharge all of the Released Claims released by Participating Class Members, as more fully described  
13 in Section 5.01 and 5.02 herein, and additional claims released by the Named Plaintiff, as more fully  
14 described in Sections 5.03 and 5.04 herein.

15 c. It is the intention of the parties that this Stipulation of Settlement shall constitute a full  
16 and complete settlement and release of claims of the Participating Class Members, as set forth in  
17 Section 5.01 and 5.02 below.

18 d. Counsel for the Class has conducted a diligent and thorough investigation into the facts  
19 of this class action case, including an extensive review of relevant documents, and including a full  
20 analysis of Class Members' claims and potential claims against Defendant. Based on their own  
21 independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with  
22 Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair,  
23 reasonable, and adequate and is in the best interests of the Settlement Class in light of all known facts  
24 and circumstances, including the risk of significant delay, the risk the Settlement Class will not be  
25 certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues.

26 e. The Parties agree to cooperate and take all steps necessary and appropriate to  
27 consummate this Settlement and to dismiss this case with prejudice.

28 f. The maximum total payment under the Settlement, including all attorney's fees, costs,



1 the Incentive Award to the Named Plaintiff, Settlement Administration costs, Settlement payment to  
2 Plaintiff in exchange for a general release of claims, and PAGA Settlement, is Four Hundred Fifty  
3 Thousand Dollars (\$450,000.00). It is understood and agreed that Defendant's employer taxes shall be  
4 paid separately and in addition to the Maximum Settlement Sum.

5 g. The Settlement embodied in this Agreement contemplates the (a) entry of an order  
6 approving certification of a Class for settlement purposes, (b) entry of a Final Order Approving  
7 Settlement of Class Action, (c) entry of Disposition enforcing the terms of the Settlement and retaining  
8 jurisdiction, (d) release and discharge of Defendant from liability for any and all Released Claims, as  
9 set forth below in Section 5.01 and 5.02, by all Participating Class Members, including the Named  
10 Plaintiff, which shall include a release of all claims, known or unknown, based on or arising from the  
11 alleged wrongdoing and all other facts set forth in the Action, (e) a general release by the Named  
12 Plaintiff of all known and unknown claims against Defendant arising out of Plaintiff's employment  
13 with Defendant, including claims not asserted in the *Emerson* Action, and including a release pursuant  
14 to California Civil Code section 1542; and (f) a PAGA release as set forth in this Agreement.

15 **ARTICLE III.**

16 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

17 Because the Parties have stipulated to the certification of the Class with respect to all causes of  
18 action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
19 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
20 This Agreement is contingent upon the approval and certification of a settlement Class by the Court.  
21 On the Date of Finality, the Named Plaintiff and all other Class Members, except those Class Members  
22 who submitted a timely and valid Opt-Out Request as described in Section 3.04(b) above and thus  
23 became Non-Participating Class Members, shall be bound by this Agreement. If the Date of Finality  
24 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
25 whatsoever, and shall not be referred to or used for any purpose whatsoever.

26 The Parties and their respective counsel shall take all reasonable steps that may be requested by  
27 the Court relating to the approval and implementation of this Agreement and shall otherwise use their  
28 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

1 grant the motion for Preliminary Approval and/or the motion for Final Approval, the Parties stipulate  
2 that class certification will be revoked, but without prejudice to other class certification proceedings.

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

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

6 The Named Plaintiff will bring a motion before the Court for an order conditionally certifying  
7 the Class, for settlement purposes only, to include the causes of action pled in the Action based on the  
8 preliminary approval of this Agreement, including the Notice to the Class. As soon thereafter as there  
9 is availability on the Court's calendar, the Named Plaintiff shall request a hearing before the Court to  
10 request preliminary approval of the Settlement. In conjunction with this hearing, the Named Plaintiff  
11 will submit this Agreement, which sets forth the terms of this Settlement, and will include proposed  
12 forms of all notices and other documents necessary to implement the Settlement. Class Counsel shall  
13 prepare the motion for preliminary approval and the motion for final approval, which shall be subject  
14 to review by Defense Counsel. To the extent the Court certifies the Class based on such motion, such  
15 certification shall be for settlement purposes only, and if for any reason the Settlement contemplated  
16 herein is not finalized (including by election of any Party based on rights set forth herein, by the  
17 Court's failure to approve the Settlement, by an appellate court overturning the Settlement, or  
18 otherwise), such certification shall be null and void, and/or the Class shall be deemed to have been  
19 decertified, without prejudice to a later motion for class certification.

20 **Section 3.02: The Settlement Administrator**

21 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this Settlement  
22 and to act as the Settlement Administrator, including but not limited to distributing the Notice Packet,  
23 and responding to inquiries about the Notice Packet or Settlement, determining the validity of all  
24 Disputes and Opt-Out Requests in conformity with this Agreement and Court order, calculating the  
25 Net Settlement Sum, Individual Settlement Shares and the Individual Settlement Payments, preparing  
26 tax statements and/or reports, providing necessary progress reports, preparing declarations required by  
27 the Court, preparing a detailed declaration for Defendant that sets forth each of the Class Members  
28 who did not submit valid Opt-Out Requests, and, with notice and consent of the Parties, issuing the

1 Individual Settlement Payment checks and distributing them to Participating Class Members, and  
2 issuing the checks to Class Counsel for attorney's fees and costs, and the Incentive Award check to the  
3 Named Plaintiff. The Settlement Administrator shall expressly agree to all of the terms and conditions  
4 of this Agreement relating to the administration of the Settlement. The Parties, Defense Counsel, and  
5 Class Counsel each represent that they do not have any financial interest in the Settlement  
6 Administrator or otherwise have a relationship with the Settlement Administrator that could create a  
7 conflict of interest.

8 The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly  
9 report that certifies: (i) the number of Class Members to whom the Settlement Administrator has  
10 mailed the Notice Packet; (ii) the number of Notice Packets that were returned as undeliverable; (iii)  
11 the number of Notice Packets that were re-mailed to Class Members; (iv) the number of re-mailed  
12 Notice Packets that were returned as undeliverable; (v) the number of Class Members who have  
13 submitted valid Opt-Out Requests and Disputes; (vi) the Total Workweeks and the number of  
14 Workweeks claimed; and (vii) the number of Class Members who have submitted challenges to any  
15 information contained in the Notice Packet. Additionally, the Settlement Administrator will provide to  
16 Defense Counsel and Class Counsel any updated reports regarding the administration of the Settlement  
17 Agreement.

18 The Settlement Administrator shall maintain throughout the administration of the Settlement  
19 all of the Opt-Out Requests and Disputes that it receives. At the conclusion of the administration of  
20 the Settlement, the Settlement Administrator shall send or deliver to Defendant all of those Opt-Out  
21 Requests and Disputes.

22 All costs of administering the Settlement, including but not limited to all costs and fees  
23 associated with preparing, issuing, and mailing any and all notices to Class Members, all costs and  
24 fees associated with computing, processing, reviewing, and mailing the Individual Settlement  
25 Payments, all costs and fees associated with preparing any tax returns and any other filings required by  
26 any governmental taxing authority or agency, all costs and fees associated with preparing any other  
27 checks, notices, reports, or filings to be prepared in the course of administering disbursements from the  
28 Net Settlement Sum, and any other costs and fees incurred and/or charged by the Settlement

1 Administrator in connection with the carrying out of its duties under this Agreement, shall be paid to  
2 the Settlement Administrator from the Maximum Settlement Sum. Class Counsel shall not receive or  
3 be entitled to any fees or disbursements from the Maximum Settlement Sum relating to the  
4 administration of the Settlement or disbursements from the Maximum Settlement Sum. The  
5 Settlement Administrator's costs are estimated not to exceed \$15,000. Defendant will not oppose an  
6 application of up to \$15,000 of the Maximum Settlement Sum to the Settlement Administrator for  
7 claims administration costs and fees. Fees of the Settlement Administrator shall be paid out of the  
8 Maximum Settlement Sum.

9 The Settlement Administrator shall be responsible for distribution and payment of all payments  
10 from Defendant to the Settlement Class, PAGA Employees, Plaintiff, Class Counsel, and the Labor  
11 and Workforce Developmental Agency, and shall be responsible for all appropriate withholding  
12 disbursement of taxes, and compliance with all reporting obligations.

13 The Settlement Administrator shall be required to acknowledge that in its role as Settlement  
14 Administrator it owes fiduciary obligations to the Named Plaintiff and Class Members and will be  
15 required to attest that it will make payments consistent only with the terms of this Agreement,  
16 including the allocation instructions set forth in this Agreement, or as ordered by the Court. In no  
17 event shall the Settlement Administrator permit the disbursement of any portion of the Maximum  
18 Settlement Sum before the Judgment becomes final. The obligations of the Settlement Administrator  
19 are released upon all funds being disbursed by the Settlement Administrator pursuant to this  
20 Agreement and/or order(s) of the Court.

21 **Section 3.03: Notice to the Class**

22 Notice of the Settlement shall be provided to the Class Members, and the Class Members may  
23 submit disputes regarding the number of Workweeks attributed to them used to calculate their  
24 Individual Settlement Shares, objections to the Settlement, and/or requests for exclusion from the  
25 Settlement, by using the following procedures:

26 Within thirty (30) calendar days after the Court has preliminarily approved the Settlement,  
27 Defense Counsel will provide the Class List to the Settlement Administrator.

28 Within fourteen (14) calendar days after the receipt of the Class List, the Settlement

1 Administrator shall update the addresses using the United States Postal Service’s NCOA Link system  
2 and mail the Notice Packet by first-class United States mail to each Class Member. Not later than  
3 three business days after the Settlement Administrator’s receipt of any Notice Packet returned by the  
4 United States Postal Service (“USPS”) as undelivered, the Settlement Administrator shall re-mail the  
5 Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a  
6 forwarding address, the Settlement Administrator shall conduct an address search using consumer  
7 information databases, and re-mail the Notice Packet to the most current address obtained. The  
8 deadlines for Settlement Class Members’ written objections, challenges to Workweeks, and Opt Out  
9 Requests will be the longer of the Dispute/Exclusion/Objection Deadline Date or 14 days from when  
10 the Notice Packet is re-mailed. The Settlement Administrator will inform the Settlement Class  
11 Member of the extended deadline with the re-mailed Class Notice.

12 No later than ten (10) business days after the Dispute/Exclusion/Objection Deadline Date, the  
13 Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration  
14 attesting to, among other things, completion of the notice process, including any attempts to obtain  
15 valid mailing addresses for Class Members and re-sending any returned Notice Packets, as well as the  
16 number of any Opt-Out Requests and Disputes that the Settlement Administrator received, the dates  
17 that the Settlement Administrator received any Opt-Out Requests and Disputes, the Workweeks  
18 claimed and the percentage of the Net Settlement Sum that has been claimed, and the highest and  
19 average amounts to be paid to Participating Class Members.

20 Compliance with the procedures described in this Section shall constitute due and sufficient  
21 notice to Class Members of this proposed Settlement and the Final Fairness and Approval Hearing,  
22 and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the  
23 Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the  
24 proposed Settlement and the Final Fairness and Approval Hearing.

25 **Section 3.04: Responses to Notice**

26 **a. Disputes Regarding Workweeks**

27 The portion of the Net Settlement Sum that a Class Member is eligible to receive is  
28 proportionally based on compensable workweeks within the Class Period.

1 Any Class Member who disagrees with the number of Workweeks attributed to them and used  
2 to calculate his or her claim as reflected on the Class Notice shall be allowed to indicate and explain  
3 such disagreement in writing. Such written dispute must be postmarked or faxed to the Settlement  
4 Administrator no later than the Dispute/Exclusion/Objection Deadline Date. The Settlement  
5 Administrator shall resolve the disagreement with the Class Member using the employee records  
6 provided by Defendant and further information as the Settlement Administrator may request from  
7 either Defendant's Counsel or Class Counsel. Upon request by the Settlement Administrator or  
8 Defendant, Class Counsel will assist in attempting to resolve any disagreements involving Class  
9 Members. In the event of a dispute or discrepancy between a Class Member's records and the  
10 information reflected in Defendant's records, the records of Defendant will control. The date of the  
11 postmark on the return envelope, or fax-stamp on a written dispute that is submitted by fax, shall be  
12 the exclusive means used to determine whether a Class Member has "timely" disputed the calculation  
13 or application of the formula for determining Individual Settlement Shares. The Settlement  
14 Administrator's decisions as to dates of employment and claim amounts will be final.

15 No later than five (5) calendar days after the Dispute/Exclusion/Objection Deadline Date, the  
16 Settlement Administrator shall provide Plaintiff's and Defendant's Counsel with a complete list of all  
17 Class Members who have not submitted Opt-Out Requests or otherwise requested exclusion from the  
18 Class.

19 **b. Request for Exclusion from Class**

20 By entering into this Agreement, the Named Plaintiff agrees that she is not requesting and will  
21 not be requesting exclusion from the Class.

22 The Class Notice shall contain the estimated individual settlement payment and dates of  
23 employment. The Class Notice shall provide that Class Members who wish to exclude themselves  
24 from the Class must submit a written Opt-Out Request requesting exclusion from the Class on or  
25 before the Dispute/Exclusion/Objection Deadline Date. Such Opt-Out Request must clearly contain a  
26 statement that the Class Member wishes to exclude themselves or opt-out of the Settlement, and also  
27 contain the name, address, telephone number, and last four digits of the Social Security number of the  
28 person requesting exclusion, location(s) of employment by Defendant, years of his or her employment

1 by Defendant, and any other information as set forth in the Class Notice. The Opt-Out request must  
2 also be signed by the Class Member requesting exclusion and be returned by mail to the Settlement  
3 Administrator at a specified address, postmarked on or before the Dispute/Exclusion/Objection  
4 Deadline Date. The date of the postmark on the return mailing envelope shall be the exclusive means  
5 used to determine whether an Opt-Out Request has been timely submitted. Any Class Member who  
6 submits a timely Opt-Out request as set forth above will not participate in the Settlement and will not  
7 be bound by the terms of the proposed Settlement or the final judgement. Any Class Member who opts  
8 out of the Class will not be entitled to any recovery under the Settlement and will not be bound by the  
9 Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail  
10 to submit a valid and timely Opt-Out Request on or before the Dispute/Exclusion/Objection Deadline  
11 Date shall be bound by all terms of the Settlement and any Final Judgment entered in this Class Action  
12 if the Settlement is approved by the Court, regardless of whether they have requested exclusion from  
13 the Settlement.

14 No later than five (5) calendar days after the Dispute/Exclusion/Objection Deadline Date, the  
15 Settlement Administrator shall provide Plaintiff's and Defendant's Counsel with a complete list of all  
16 Class Members who have timely requested exclusion from the Class.

17 **c. Objections to Settlement**

18 By entering into this Agreement, the Named Plaintiff agrees that she is not objecting to and  
19 will not object to the Settlement or this Agreement.

20 The Class Notice shall provide that Class Members who wish to object to the Settlement in  
21 writing must submit a written statement objecting to the Settlement to the Settlement Administrator no  
22 later than the Dispute/Exclusion/Objection Deadline Date. The Settlement Administrator shall deliver  
23 all written objections to Class Counsel and Defense Counsel promptly and shall attach all written  
24 objections to the Settlement Administrator's declaration. All written objections must include the case  
25 name and number, the Class Member's name, address, telephone number, and last four digits of his or  
26 her Social Security number, and must state with particularity the basis on which the objections are  
27 asserted. No written objections or briefs submitted by any Class Member shall be received or  
28 considered by the Court at the Final Fairness and Approval Hearing, unless submitted to the

1 Settlement Administrator on or before the Dispute/Exclusion/Objection Deadline Date. The Parties  
2 will be permitted the option to file a response to any objections up to and including six (6) calendar  
3 days before the Final Fairness and Approval Hearing or within such other time period set by the Court.  
4 Class Members who fail to file and serve timely written objections in the manner specified above shall  
5 be deemed to have waived any written objections to the Settlement. In the alternative, Participating  
6 Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal  
7 objections at the Final Fairness and Approval Hearing.

8 **d. No Solicitation of Settlement Objections, Exclusions, or Appeals**

9 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time  
10 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to  
11 submit written objections to the Settlement, submit Opt-Out Requests, dispute the calculations  
12 regarding their Workweeks used to calculate their Individual Settlement Shares, or appeal from the  
13 Court's Final Judgment. Plaintiff's counsel reserves the right to encourage Class Members to  
14 participate in the Settlement. The Settlement Administrator is primarily responsible for communication  
15 with Class Members on these issues and other questions that Class Members may have. Plaintiff's  
16 Counsel shall not conduct any mass campaigns of contacting Class Members for the purposes of  
17 obtaining Objections, Opt-Out Requests, or Appeals. Plaintiff's Counsel shall not conduct any  
18 advertising or operate any websites or engage in any other campaigns designed to contact Class  
19 Members. However, this provision shall not be construed to mean that Plaintiff's Counsel cannot  
20 provide information or respond to requests initiated by Class Members.

21 **e. Failure to Object**

22 Any Class Member who fails to timely object to the Settlement and Agreement, as provided  
23 herein, shall be foreclosed from making any objection to this Settlement and Agreement, unless  
24 otherwise ordered by the Court.

25 **f. Right of Defendant to Void Agreement**

26 If ten percent (10%) or more Class Members submit timely and valid Opt-Out Requests as  
27 described in Section 3.04(b) above and thus become Non-Participating Class Members, Defendant will  
28 have the unilateral right, but not the obligation, to revoke the Agreement and stipulation to class



1 certification prior to the final fairness hearing. If Defendant exercises that right to void the  
2 Agreement, then the Parties will have no further obligations under the Agreement, including, without  
3 limitation, any obligation by Defendant to pay the Maximum Settlement Sum, or any amounts that  
4 otherwise would have been owed under this Agreement. Defendant will notify Class Counsel and the  
5 Court whether it is exercising this right to void the Agreement in writing and no later than ten (10)  
6 business days after the Settlement Administrator notifies the Parties in writing of the final total number  
7 of valid and timely Opt-Out Requests that it has received.

8 **g. No Claim Form Requirement**

9 Class Members will not be required to submit a claim form to participate in the Settlement.

10 **Section 3.05: Final Fairness and Approval Hearing**

11 A Final Fairness and Approval Hearing shall be held before the Court on the date set forth in  
12 the Order for Preliminary Approval and Notice of Proposed Class Action Settlement, or such other  
13 date set by the Court, which shall be at least approximately one hundred (100) calendar days after the  
14 initial mailing of the Notice Packet to Class Members. At the Final Fairness and Approval Hearing,  
15 the Court shall: (1) review this Agreement and determine whether the Court should give it final  
16 approval, and (2) consider any timely objections made pursuant to Section 3.04(c) above and all  
17 responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties  
18 shall ask the Court to give final approval to this Settlement and Agreement and shall submit to the  
19 Court a Proposed Final Order Approving Settlement of Class Action, which the Parties shall jointly  
20 agree upon in advance and which shall be entered in the Action.

21 After entry of the Final Judgment, the Court shall have continuing jurisdiction with respect to  
22 the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and  
23 judgments entered in connection with this Agreement, and the parties and their counsel submit to the  
24 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement  
25 embodied in this Agreement, and all orders and judgments entered in connection with this Agreement.

26 **a. Vacating, Reversal, or Material Modification on Appeal or Review**

27 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or  
28 application, the reviewing court vacates, reverses, or modifies the Final Order such that there is a

1 material modification to the Settlement and Agreement, and that reviewing court's decision is not  
2 completely reversed and the Final Order is not fully affirmed on review by a higher court, then the  
3 Named Plaintiff and Defendant will each have the right to void the Settlement and Agreement, which  
4 the Parties must do by giving written notice to the other Parties, the reviewing court, and the Court not  
5 later than fourteen (14) calendar days after the reviewing court's decision vacating, reversing, or  
6 materially modifying the Final Order becomes final. A vacation, reversal, or modification of the  
7 Court's award of an Enhancement or Class Counsel's fees or costs will not constitute a vacation,  
8 reversal, or material modification of the Final Order within the meaning of this paragraph, provided  
9 that Defendant's obligation to make payments remains limited as set forth in this Agreement.

10 **b. Rendering the Settlement Null and Void**

11 In the event: (i) 10 percent or more Class Members submit valid Opt-Out Requests and  
12 Defendant elects to void this Agreement; (ii) the Court does not enter any order specified in this  
13 Agreement; (iii) the Court does not finally approve the Settlement as provided in this Agreement; (iv)  
14 the Court does not enter a Final Judgment as provided in this Agreement which becomes final as a  
15 result of the occurrence of the Effective Date; or (v) the Settlement does not become final for any other  
16 reason, this Settlement Agreement shall be null and void and any order or judgment entered by the  
17 Court in furtherance of this Settlement shall be treated as void. In such a case, the Parties and any  
18 funds to be awarded under this Settlement shall be returned to their respective statuses as of the date  
19 and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all  
20 respects as if this Settlement Agreement had not been executed, except that any fees already incurred  
21 by the Settlement Administrator shall be split evenly between Class Counsel and Defendant.  
22 However, if the Settlement Agreement is rendered null and void because Defendant elects to void this  
23 Agreement, then Defendant shall pay any fees already incurred by the Settlement Administrator in  
24 their entirety.

25 **c. Administration of the Settlement with Appeal Pending**

26 In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is  
27 sought prior to the Date of Finality, administration of the Settlement shall be stayed pending final  
28 resolution of the appeal or other appellate review. If the Final Order is reversed, then the Parties and

1 any funds to be awarded under this Settlement shall be returned to their respective statuses as of the  
2 date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all  
3 respects as if this Settlement Agreement had not been executed, except that any fees already incurred  
4 by the Settlement Administrator shall be split evenly between Class Counsel and Defendant.

5 **Section 3.06: Settlement Payment Procedures**

6 **a. Settlement Sum**

7 The Maximum Settlement Sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) is  
8 comprised of the following: (a) the Net Settlement Sum (as defined herein) which is inclusive of the  
9 employee tax withholdings and employer payroll taxes associated with wages and from which  
10 Individual Settlement Payments will be made to the Participating Class Members; (b) the Fees Award  
11 (as defined below) to Class Counsel in an amount not to exceed Thirty-Three and One Third Percent  
12 (33 1/3%) of the Maximum Settlement Sum (\$150,000.00); (c) reimbursement of Litigation Costs (as  
13 defined below) incurred by Class Counsel in a total amount not to exceed \$35,000.00; (d) the Incentive  
14 Award (as defined herein) of \$5,000 to the Named Plaintiff; (e) PAGA Settlement Amount; and (f)  
15 Settlement Administration Costs, estimated to be \$15,000. The Settlement Fund has a maximum value  
16 of \$450,000.00, which will be funded by Defendant in accordance with Section 3.06(e) and paid to the  
17 Class Members as set forth in this agreement. To the extent that Participating Class Members do not  
18 negotiate or cash their Individual Settlement Payment checks, or otherwise take intentional action to  
19 receive their payment within one hundred and eighty (180) calendar days of issuance, the Settlement  
20 Administrator shall cancel any such checks after the void date and transmit the funds represented by  
21 such checks to the *cy pres* recipient chosen by the parties: Community Legal Aid SoCal, located at  
22 2101 N Tustin Ave, Santa Ana, CA 92705. Under no circumstances will Defendant be required to pay  
23 more than Four Hundred Fifty Thousand Dollars (\$450,000.00) pursuant to the terms set forth in this  
24 Agreement.

25 **b. Payment of Attorney's Fees and Costs**

26 Plaintiff's Counsel may request, and Defendant will not oppose, an award of attorney's fees  
27 ("Fees Award") of up to thirty-three and one third percent (33 1/3%) of the Maximum Settlement Sum  
28 or One Hundred and Fifty Thousand Dollars (\$150,000.00). The Fees Award will cover all work

1 performed and all fees incurred to date, and all work to be performed and all fees to be incurred in  
2 connection with the approval by the Court of this Settlement, the administration of the Settlement, and  
3 obtaining final approval of this Settlement and entry of judgment. Plaintiff's Counsel shall not be  
4 permitted to petition the Court for, or accept, any additional payments for attorney's fees. Plaintiff's  
5 Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the Fees Award. If the  
6 Court awards attorney's fees in an amount less than specified above, the residual shall be distributed to  
7 the Participating Class Members on a *pro rata* basis, using the formula laid out in Section 3.06(f).

8 The Settlement Administrator's payment of the Fees Award to Plaintiff's Counsel shall  
9 constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for  
10 attorney's fees in the Action incurred by any attorney on behalf of the Named Plaintiff and/or Class  
11 Members, and shall relieve Defendant, the Settlement Administrator, and Defendant's Counsel of any  
12 other claims or liability to any other attorney or law firm for any attorney's fees to which any of them  
13 may claim to be entitled on behalf of the Named Plaintiff and Class Members.

14 Plaintiff's Counsel may request, and Defendant will not oppose, an award in an amount of up  
15 to \$35,000.00 as supported by declaration for actual litigation costs and expenses incurred for all of the  
16 work performed and to be performed and all costs and expenses incurred and to be incurred in  
17 connection with the litigation, the approval by the Court of this Settlement, the administration of the  
18 Settlement, and final approval of this Settlement and entry of judgment. Plaintiff's Counsel shall not  
19 be permitted to petition the Court for, or accept, any additional payments for costs unless otherwise  
20 agreed to by the Parties or ordered by the Court. Plaintiff's Counsel will be issued an IRS Form 1099  
21 by the Settlement Administrator for the Litigation Costs and Expenses. If the Court awards costs and  
22 expenses in an amount less than specified above, the residual shall be distributed to the Participating  
23 Class Members on a *pro rata* basis using the formula laid out in Section 3.06(f).

24 The Settlement Administrator's payment of the Litigation Costs and Expenses to Plaintiff's  
25 Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney,  
26 or law firm for Class Counsel's expenses or costs in the Action incurred by any attorney on behalf of  
27 Named Plaintiff and/or Class Members, and shall relieve Defendant, the Settlement Administrator, and  
28 Defendant's Counsel of any other claims or liability to any other attorney or law firm for any expenses

1 and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiff and/or Class  
2 Members.

3 In the event the Court reduces or does not approve the requested award to Plaintiff's Counsel  
4 for attorney's fees and costs, Plaintiff's Counsel shall not have the right to revoke the Memorandum of  
5 Understanding or the Settlement or the Agreement, which will all remain binding.

6 **c. Payment of Incentive Award to Named Plaintiff**

7 The Named Plaintiff may request, and Defendant will not oppose, an Incentive Award in an  
8 amount not to exceed \$5,000.00, to be paid to the Named Plaintiff for Plaintiff's services as the Class  
9 Representative. Defendant agrees not to oppose such an application, so long as it is consistent with the  
10 provisions of this Agreement. Any Incentive Award will be paid from the Maximum Settlement Sum  
11 and is in addition to the payment to which Named Plaintiff is entitled as a Class Member Any  
12 Incentive Award shall be paid by check made payable to the Named Plaintiff, which the Settlement  
13 Administrator shall deliver to Class Counsel. If the Court awards an Incentive Award in an amount  
14 less than specified above, the residual shall be distributed to the Participating Class Members on a *pro*  
15 *rata* basis using the formula laid out in Section 3.06(f). If the Court reduces or does not approve the  
16 requested Class Representative's enhancement payment, Named Plaintiff shall not have the right to  
17 revoke the Memorandum of Understanding, the Settlement, or the Agreement, and they will remain  
18 binding.

19 Because it is the intent of the Parties that the Incentive Award represents payment to the  
20 Named Plaintiff in recognition for her efforts on behalf of the Class Members, and not wages, the  
21 Settlement Administrator will not withhold any taxes from the Incentive Awards. The Incentive  
22 Award will be reported on a Form 1099, which the Settlement Administrator will provide to the  
23 Named Plaintiff and to the pertinent taxing authorities as required by law. Although it is the  
24 contemplation of the Parties that any Incentive Award does not represent wages, the Internal Revenue  
25 Service, the California Franchise Tax Board, or some other taxing authority may take the position that  
26 some or all of the Incentive Award constitutes compensation for income tax and withholding purposes.  
27 The Named Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service,  
28 the California Franchise Tax Board, and any other relevant taxing authority the amounts required by

1 law, if any, to be withheld by Defendant from any Incentive Award paid under this Agreement. In  
2 addition, the Named Plaintiff shall hold Defendant harmless and indemnify Defendant for all taxes,  
3 interest, penalties, and costs, including attorneys' fees, incurred by Defendant by reason of any claims  
4 relating to the non-withholding of taxes from the Incentive Award.

5 **d. Payment of Settlement Administration Costs**

6 The Settlement Administration Costs in an amount estimated not to exceed \$15,000, shall be  
7 paid out of the Maximum Settlement Sum and shall not constitute payment to any Participating Class  
8 Members. The amount of the Settlement Administration Costs shall be disclosed to the Court, Class  
9 Counsel, and Defense Counsel prior to the Final Fairness and Approval Hearing. If the Settlement  
10 Administrator's costs do not amount to the \$15,000 maximum amount allocated to those costs, any  
11 residual amount shall be distributed to the Participating Class Members on a *pro rata* basis using the  
12 formula laid out in Section 3.06(e). If: (a) the Court should, for any reason, fail to approve this  
13 Settlement in the form agreed to by the Named Plaintiff, Defendant, Class Counsel, and Defense  
14 Counsel; (b) the Court should, for any reason, fail to enter the Final Order; or (c) the Final Order is  
15 reversed, then the Settlement Administration Costs, if any, that have been incurred as a result of the  
16 settlement efforts, shall be borne equally by Defendant and Class Counsel, except as otherwise  
17 provided herein.

18 **e. Timing of Payments**

19 No later than five (5) calendar days after the Date of Finality, Defendant will transmit the  
20 Maximum Settlement Sum to the Settlement Administrator.

21 Within five (5) business days of receipt of all such funds, the Settlement Administrator shall  
22 distribute payment for the following therefrom: (1) the amounts approved by the Court for payment of  
23 Class Counsel's attorney's fees and costs, the Incentive Award, and the Settlement Administration  
24 Costs; (2) the Individual Settlement Payments to Participating Class Members, (3) PAGA Settlement  
25 Amount; and (4) all taxes associated with the wage portion of Individual Settlement Shares. Within  
26 one hundred eighty (180) calendar days after Individual Settlement Payment checks are distributed, the  
27 funds associated with the checks that are not cashed or negotiated and thus cancelled, will be tendered  
28 to the California State Treasury in accordance with Cal. Code Civ. Proc. § 384(b)(3) with the

1 allotments described in section 3.06(a) above.

2 The Parties agree that the Net Settlement Sum shall be used to fund Individual Settlement  
3 Payments and the wage-related taxes of the Individual Settlement Shares, and that only Class  
4 Members who do not submit a valid, timely Opt-Out Request will receive an Individual Settlement  
5 Payment.

6 An "Individual Settlement Payment" for each Class Member will be determined by multiplying  
7 a Class Member's workweeks worked during the Settlement Period ("Eligible Workweeks") by the  
8 Workweek Point Value. Eligible Workweeks are calculated as the number of days between a Class  
9 Member's start date and end date working as an hourly-paid or non-exempt employee for Defendant  
10 during the Settlement Period, divided by seven. Where a Class Member has worked multiple eligible  
11 stints or tenures during the Settlement Period, the number of Eligible Workweeks in each eligible stint  
12 will be added together to produce a total number of Eligible Workweeks for that Class Member. The  
13 Individual Settlement Payment will be reduced by any required legal deductions, for each participating  
14 Class Member.

15 To the extent Class Members request exclusion or opt out from the Settlement, the portion of  
16 the Net Settlement Sum which relates to Class Members who request exclusion or opt out from the  
17 Settlement, will be reallocated *pro rata* to Participating Class Members. It is the intent of the Parties  
18 that the Net Settlement Sum shall be sufficient to pay all valid claims of Participating Class Members  
19 in accordance with the formula set forth above. In no event shall the total payout to Participating  
20 Class Members exceed the Net Settlement Sum.

21 Each Individual Settlement Share will be comprised of 33 1/3 % wages, and 66 2/3 % penalties  
22 and interest. The Settlement Administrator shall calculate, withhold, and remit to applicable  
23 governmental agencies sufficient amounts for the employee tax withholdings and employer payroll  
24 taxes that are owed with respect to the wage portion of each Individual Settlement Share. A  
25 Participating Class Member will receive payment of his or her Individual Settlement Share subject to  
26 reduction for these taxes.

27 The Settlement Administrator will issue a Form W-2 for the wage portions of the Individual  
28 Settlement Share. The Settlement Administrator will issue a Form 1099 to the extent required by law

1 for the interest and penalty portions of the Individual Settlement Share. The Settlement Administrator  
2 shall also be responsible for forwarding all payroll taxes and penalties to the appropriate government  
3 authorities.

4 All Individual Settlement Payments not cashed or negotiated within one-hundred and eighty  
5 (180) days after distribution will be cancelled and the funds associated with the checks will be  
6 tendered by the Settlement Administrator to the cy pres recipient chosen by the parties: Community  
7 Legal Aid SoCal, located at 2101 N Tustin Ave, Santa Ana, CA 92705. The PAGA Employees and  
8 any Class Member who does not opt-out will nevertheless be bound by the terms of the Agreement  
9 regardless of whether he or she cashes the settlement check.

10 **f. No Claims Resulting from Payments**

11 No person shall have any claim of any kind whatsoever against any of the Parties, Defense  
12 Counsel, Class Counsel, any Class Member, or the Settlement Administrator, based on the distribution  
13 of Individual Settlement Payments made in accordance with this Agreement.

14 **g. No Effect on Employee Benefit Plans**

15 The payment to any Class Member as provided for in this Agreement (including, without  
16 limitation, any Individual Settlement Payment and any Incentive Award paid to Named Plaintiff) is not  
17 and shall not be deemed to constitute an addition to, a modification of, or a change in any previously  
18 credited hours of service, compensation and/or wages under any employee benefit plan, employment  
19 policy, or stock option plan of or sponsored by one or more of the Defendant or any of their present or  
20 former parent corporations or affiliates or any jointly trustee benefit plans. Any such payment to any  
21 Class Member shall not form the basis for additional contributions to, additional benefits under, or any  
22 other additional entitlements under any employee benefit plan, employment policy, or stock option  
23 plan of or sponsored by one or more of the Defendant or their or any of their present or former parent  
24 corporations or affiliates or any jointly trustee benefit plans. Defendant and each of their present and  
25 former parent corporations and affiliates retain the right to modify and/or amend the language of their  
26 employee benefit plans, employment policies, and stock option plans, and to seek to have modified  
27 and/or amended the language of any jointly trustee benefit plans, to make clear that any amounts paid  
28 as a result of this Agreement are not compensation or wages, or payments for “hours worked,” as



1 defined by the applicable plans and policies, and that no additional contributions or benefits are  
2 required by reason of the Settlement and this Agreement.

### 3 **ARTICLE IV**

#### 4 **LIMITATIONS ON USE OF THIS SETTLEMENT**

##### 5 **Section 4.01: No Admission**

6 Defendant disputes the allegations in the Action and expressly denies any liability. This  
7 Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in  
8 this Agreement is intended to be or will be construed as an admission of liability or wrongdoing by  
9 Defendant.

##### 10 **Section 4.02: Non-Evidentiary Use**

11 Whether or not the Date of Finality occurs, neither this Agreement nor any of its terms nor the  
12 Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed  
13 to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including,  
14 but not limited to, evidence of a presumption, concession, indication, or admission by any of the  
15 Defendant or Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
16 (b) disclosed, referred to, or offered in evidence against any of the Defendant or Released Parties in  
17 any further proceeding in the Action, or any other civil, criminal, or administrative action or  
18 proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for  
19 Defendant to establish that a Class Member has resolved any of his/her claims released through this  
20 Agreement.

##### 21 **Section 4.03: Nullification**

22 The Parties have agreed to the certification of the Class encompassing all causes of action pled  
23 in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any  
24 reason fail to certify the Class for settlement, or (b) the Court should for any reason fail to approve this  
25 Settlement in the form agreed to by the Parties, or (c) the Court should for any reason fail to enter the  
26 Final Order, or (d) the Final Order is reversed, modified, or declared or rendered void, or (e) the Court  
27 should for any reason fail to dispose of the Action in its entirety, then: (i) this Agreement shall be  
28 considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings

1 shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position,  
2 without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv)  
3 the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the  
4 Action as part of the Settlement will not have any bearing on the remainder of the litigation of the  
5 Action.

6 Invalidation of any material portion of this Agreement shall invalidate this Agreement in its  
7 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall  
8 remain in full force and effect.

9 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
10 Maximum Settlement Sum shall not be distributed pending the completion and results of the appeal.

11 **ARTICLE V**

12 **RELEASES**

13 **Section 5.01: Release of Claims As To All Participating Class Members**

14 On the Date of Finality, and except as to such rights or claims as may be created by this  
15 Agreement, all Class Members who have not submitted a valid Opt-Out Request (i.e. Participating  
16 Class Members), fully release and discharge Defendant (and all its divisions, affiliates, predecessors,  
17 successors, shareholders, officers, directors, owners, employees, agents, trustees, representatives,  
18 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint  
19 employers, insurers, attorneys, and related corporations, individually and collectively) (“Released  
20 Parties”) from any and all claims asserted in the operative complaint, and any future amendments to  
21 the operative complaint including but not limited to state wage and hour claims for any and all  
22 violations of California’s Labor Code and Unfair Competition Law based on Defendant’s alleged  
23 failure to pay wages for all hours worked (including minimum wages, straight time wages, and  
24 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to  
25 timely pay all wages due at each pay period and at the time of termination, failure to furnish accurate  
26 and itemized wage statements, failure to maintain accurate records, failure to indemnify necessary  
27 business expenses, violation of the California Business and Professions Code Section 17200, penalties  
28 under Labor Code section 558, and all damages, interest, penalties, attorneys’ fees and costs, and other

1 amounts recoverable under said causes of action and related PAGA administrative notice letters under  
2 California Law, to the extent permissible, including but not limited to under any provisions of the  
3 California Labor Code and the applicable Wage Orders (“Released Claims”).

4 It is agreed and understood by the Parties that the release of all the Released Claims as stated in  
5 this section is to be construed in the broadest possible manner consistent with applicable law. This  
6 release shall apply to any claims, known or unknown, related to the matters being settled, including  
7 unknown variations of the Released Claims. Thus, subject to and in accordance with this Agreement,  
8 even if a Participating Class Members may hereafter discover facts in addition to or different from  
9 those that Participating Class Member now knows or believes to be true, Participating Class Members,  
10 upon the Date of Finality, shall be deemed to have fully, finally, and forever settled and released any  
11 and all claims against the Released Parties that are within the scope of this release, whether known or  
12 unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of  
13 law or equity, including, without limitation, conduct that is negligent, intentional, with or without  
14 malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence  
15 of such different or additional facts.

16 Excluded from the Released Claims is the cause of action for violation of California’s Private  
17 Attorneys General Act of 2004 stated in the operative complaint, and any future amendments to the  
18 operative complaint. The PAGA cause of action is the subject of a separate release stated in Section  
19 5.04 below.

20 As the facts alleged in the Action encompass potential claims arising under federal law under  
21 the Fair Labor Standards Act (“FLSA”), only those Class Members who negotiate their Individual  
22 Settlement Payment check or intentionally act to receive payment under the settlement, will be deemed  
23 to have opted into the release of FLSA claims and to have thereby released FLSA claims.

24 It is agreed that because the Class Members are so numerous, it is impossible or impractical to  
25 have each Class Member execute this Agreement. The Notice of Proposed Class Action Settlement  
26 will advise all Class Members of the binding nature of the releases.

27 **Section 5.02: General Release by Named Plaintiff**

28 In consideration of the monetary sum provided to them by Defendant, Named Plaintiff hereby

1 fully releases and forever discharges the Released Parties from any and all actions, causes of action,  
2 claims, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages,  
3 actions, suits, rights, demands, liens, costs, losses, debts, penalties, fines, wages, liquidated damages,  
4 restitutionary amounts, attorney's fees and costs, interest, punitive damages and expenses (including,  
5 without limitation, back wages, penalties, liquidated damages, and attorney's fees and costs actually  
6 incurred) or liabilities of any kind which have been or could have been asserted against the Released  
7 Parties arising out of or relating to Plaintiff's employment with Defendant, and/or any other  
8 occurrence taking place on or before the effective date of this Agreement, known or unknown,  
9 suspected or unsuspected, including but not limited to claims arising out of, based upon, or relating to  
10 Named Plaintiff's employment with the Defendant, or the remuneration for, or termination of, such  
11 employment, and the matters referred to herein, whether or not known or suspected to exist, and  
12 whether or not specifically or particularly described herein. Without limiting the generality of the  
13 foregoing, Named Plaintiff expressly releases all claims or rights arising out of alleged violations of  
14 any contracts, express or implied (including but not limited to any contract of employment); any  
15 contract or covenant of good faith or fair dealing (express or implied); any tort, including, without  
16 limitation, negligence, fraud, misrepresentation under California Labor Code § 970, negligent  
17 infliction of emotional distress, intentional infliction of emotional distress, and defamation; any  
18 "wrongful discharge/termination" or "constructive discharge/termination" claims; any claims related  
19 to "harassment," "discrimination" or "retaliation," any claims relating to any breach of public policy;  
20 any legal restrictions on Defendant's right to discharge employees or refuse to hire applicants; and any  
21 federal, state, or other governmental statute, regulation, order or ordinance, including, without  
22 limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin  
23 discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42  
24 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (handicap  
25 discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities  
26 Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29  
27 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal.  
28 Gov't Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including

1 discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability,  
2 marital status, sex (including pregnancy), sexual orientation, or age, including, without limitation,  
3 retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't  
4 Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare  
5 Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (11) Executive  
6 Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12)  
7 Executive Order 11141 (age discrimination); and (13) Employee Retirement Income Security Act, 29  
8 U.S.C. § 1000 *et seq.* (employee benefits). It is agreed and understood by the Parties that the release  
9 of all claims in this section is to be construed in the broadest possible manner consistent with  
10 applicable law.

11 Named Plaintiff will receive \$10,000.00 in from Defendant in exchange for Plaintiff's releases  
12 made in Section 5.03.

13 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

14 Named Plaintiff expressly waives any right or claim of right to assert hereafter that any claim,  
15 demand, obligation, and/or cause of action has, through ignorance, oversight, or error, been omitted  
16 from the terms of this Agreement. Named Plaintiff agree there is a risk that each and every injury they  
17 may have suffered by reason of the Released Parties' relationship with Named Plaintiff might not now  
18 be known, and there is further risk that said injuries, whether known or unknown at the date of this  
19 Agreement, might possibly become progressively worse, and that as a result thereof further damages  
20 may be sustained by Named Plaintiff. Nevertheless, Named Plaintiff desires to forever and fully  
21 release and discharge the Released Parties, and each of them, and understands that by the execution of  
22 this Agreement no further claims for any such injuries that existed at the time of the execution of this  
23 Agreement may ever be asserted by Named Plaintiff. Named Plaintiff expressly waives and  
24 relinquishes all rights and benefits afforded by section 1542 of the Civil Code of the State of  
25 California and does so understanding and acknowledging the significance of such specific waiver of  
26 section 1542. Specifically, Named Plaintiff waives Named Plaintiff's rights under Section 1542 of the  
27 Civil Code, which states:

28 **A general release does not extend to claims which the creditor does not know or  
suspect to exist in his or her favor at the time of executing the release, which if**

1           **known by him or her must have materially affected his or her settlement with the**  
2           **debtor.**

3           Named Plaintiff makes this waiver with full knowledge of Named Plaintiff's rights and with  
4 the specific intent to release all known and unknown claims arising on or before the effective date of  
5 this Agreement, and therefore specifically waives the provisions of any statute in any state of the  
6 United States which prevents release of unknown claims. Thus, subject to and in accordance with this  
7 Agreement, even if Named Plaintiff may hereafter discover facts in addition to or different from those  
8 Named Plaintiff now knows or believes to be true, Named Plaintiff, upon the Date of Finality, shall be  
9 deemed to have fully, finally, and forever settled and released any and all claims against the Released  
10 Parties that were alleged or could have been alleged in the Action, as well as any other claims, whether  
11 known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any  
12 theory of law or equity, including, without limitation, conduct that is negligent, intentional, with or  
13 without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or  
14 existence of such different or additional facts.

15           **Section 5.04: PAGA Release**

16           Upon the Date of Finality, and all payments are made by Defendant pursuant to this  
17 Agreement, Named Plaintiff and all PAGA Employees will release Defendant (and all its divisions,  
18 affiliates, predecessors, successors, shareholders, officers, directors, owners, employees, agents,  
19 trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,  
20 subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and  
21 collectively) from any and all civil penalties arising under the cause of action for violation of  
22 California's Private Attorneys General Act of 2004 ("PAGA"), based on the alleged Labor Code and  
23 Wage Order violations asserted in the operative complaints and PAGA notice letters, and all damages,  
24 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said PAGA cause of  
25 action under California law, to the extent permissible, including but not limited to under any  
26 provisions of the California Labor Code and the applicable Wage Orders.

27           **Section 5.05: Inapplicability of California Labor Code Section 206.5**

28           The Class Members who do not submit timely and valid Opt-Out Requests, including, without

1 limitation, Named Plaintiff, shall be deemed to have acknowledged and agreed that their claims for  
2 wages and/or penalties and/or any other recovery solely in connection with this Action are disputed,  
3 that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to  
4 them solely from the claims alleged in the Action, and to have acknowledged and agreed that  
5 California Labor Code section 206.5 does not apply to any such payments. That section provides in  
6 pertinent part as follows: **“No employer shall require the execution of any release of any claim or  
7 right on account of wages due, or to become due, or made as an advance on wages to be earned,  
8 unless payment of such wages has been made.”** Each such Class Member shall be deemed to have  
9 agreed to the release stated in Article V, as if by manually signing it. This section in no way limits the  
10 releases set forth above in Sections 5.01 through 5.04, inclusive.

11 **Section 5.06: No Additional Attorney’s Fees or Costs**

12 Except for the attorney’s fees and costs set forth in this Agreement, the Parties agree to bear  
13 their own attorney’s fees and costs related to this Action.

14 **ARTICLE VI**

15 **PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

16 **Section 6.01: PAGA Payment Amount**

17 In order to implement the terms of this Settlement and to settle claims alleged under PAGA,  
18 California *Labor Code* section 2698, *et seq.*, the Parties agree to allocate \$44,000.00 from the  
19 Maximum Settlement Sum as penalties authorized by PAGA. Seventy-five percent (75%) of the  
20 PAGA Settlement (totaling \$33,000) will be paid to the Labor and Workforce Development Agency  
21 and 25% of the PAGA Settlement (totaling \$11,000) will be distributed to the PAGA Employees,  
22 through the Settlement Administrator and at no additional cost to Defendant. A Request to be  
23 Excluded/Opt Out Request does not exclude a PAGA Employee from the release of claims under  
24 California Labor Code § 2698, *et seq.* under the PAGA Release set forth in this Agreement, and a  
25 PAGA Employee will receive his or her Individual PAGA Settlement Payment even if he or she  
26 submits a valid Request to be Excluded.

27 Within twenty one (21) calendar days following the date the settlement is funded pursuant to  
28 Section 3.06(e), the Settlement Administrator shall disburse the 75% of the PAGA Settlement to the

1 California Labor and Workforce Development Agency (“LWDA”) and Plaintiff’s counsel will provide  
2 notice to the LWDA of the fact that the settlement has been approved by the court along with a copy  
3 of the settlement agreement and the court order confirming the approval of the settlement through the  
4 appropriate LWDA/DIR website.

5 **Section: 6.02: PAGA Distribution Formula**

6 The Settlement Administrator will calculate the total number of PAGA Pay Periods for all  
7 PAGA Employees who were employed by Defendant during the PAGA Settlement Period ("Total  
8 PAGA Pay Periods"). The value of each PAGA Pay Period shall be determined by the Settlement  
9 Administrator by dividing the employees’ 25% portion of the PAGA Settlement (\$11,000) by the total  
10 number of Pay Periods available to PAGA Employees who do not opt out in accordance with Section  
11 3.04(b) above (“Pay Period Point Value”).

12 An “Individual PAGA Settlement Payment” for each PAGA Employee will be proportionally  
13 based on compensable pay periods within the PAGA Period (“Eligible Pay Periods”). It will be  
14 determined by multiplying a PAGA Employee’s pay periods during the PAGA Settlement Period  
15 (“Eligible Pay Periods”) by the Pay Period Point Value. Eligible Pay Periods are calculated as the  
16 number of workweeks that a PAGA Employee worked within the PAGA Settlement Period, divided  
17 by 52 and multiplied by 24. Where a PAGA Employee has worked multiple eligible stints or tenures  
18 during the PAGA Settlement Period, the number of Eligible Pay Periods in each eligible stint will be  
19 added together to produce a total number of Eligible Pay Periods for that PAGA Employee. The  
20 Individual PAGA Settlement Payment will be reduced by any required legal deductions, for each  
21 participating PAGA Employee.

22 **Section 6.03: Taxation and Allocation**

23 The PAGA Settlement comprises payments for penalties and interest. It shall not be deemed as  
24 wages and no contribution regarding taxes are to be paid by Defendant regarding any portion of the  
25 PAGA Settlement. Forms 1099 regarding the PAGA Settlement will be distributed at times and in the  
26 manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this  
27 Agreement, by the Settlement Administrator.

28 **ARTICLE VII**



1 **MISCELLANEOUS**

2 **Section 7.01: Representations and Warranties**

3 Class Counsel and Named Plaintiff jointly and severally represent and warrant to Defendant  
4 that they are not aware of any attorneys beyond those named as Class Counsel who have claims for  
5 fees arising out of the Action or the Settlement contemplated hereby. In no event shall Defendant be  
6 required to pay additional attorneys' fees or costs, other than those included in the Maximum  
7 Settlement Sum.

8 This Agreement is contingent upon Defendant paying a maximum of Four Hundred Fifty  
9 Thousand Dollars (\$450,000.00) for a complete resolution of the claims at issue in the Action,  
10 including, without limitation, attorney's fees and costs.

11 Named Plaintiff and Class Counsel represent and warrant that as of the date of execution of this  
12 Agreement that Named Plaintiff and Class Counsel are unaware of, and have no evidence of, any  
13 violations of any laws, including but not limited to wage and hour laws, by Defendant, or either of  
14 them, other than those violations alleged in or otherwise raised over the course of the litigation of this  
15 Action.

16 **Section 7.02: Assignment**

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

23 **Section 7.03: Entire Agreement**

24 This Agreement, including, without limitation, the Exhibits referred to herein, which form an  
25 integral part hereof, contains the entire understanding of the Parties hereto with respect to the subject  
26 matter contained herein. In case of any conflict between text contained in Articles I through VI of this  
27 Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI)  
28 shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or

1 undertakings governing the subject matter of this Agreement other than those expressly set forth or  
2 referred to herein. This Agreement supersedes all prior agreements and understandings among the  
3 Parties hereto with respect to the settlement of the Action, including, without limitation,  
4 correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or  
5 proposals.

6 **Section 7.04: Waiver of Compliance**

7 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
8 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent  
9 permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to  
10 the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon  
11 strict compliance with any representation, warranty, covenant, agreement, or condition shall not  
12 operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13 **Section 7.05: Counterparts and Fax/PDF Signatures**

14 This Agreement, and any amendments hereto, may be executed in any number of counterparts  
15 and any Party and/or their respective counsel hereto may execute any such counterpart, each of which  
16 when executed and delivered shall be deemed to be an original and all of which counterparts taken  
17 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement shall  
18 be as valid as an original signature.

19 **Section 7.06: Attorney's Fees and Costs**

20 No Class Member or Class Counsel or any other attorney acting for any Class Member may  
21 recover or seek to recover any amounts for fees, costs, or disbursements from the Defendant and/or the  
22 Released Parties or the Maximum Settlement Sum except as expressly provided herein.

23 **Section 7.07: Meet and Confer Regarding Disputes**

24 If any dispute arises among the Parties or their respective counsel regarding the  
25 implementation or interpretation of this Agreement, Class Counsel, and Defendant's counsel shall  
26 meet and confer in an attempt to resolve such dispute prior to submitting it to the mediator or the  
27 Court.

28 **Section 7.08: Administration Costs**

1 All of Defendant’s own legal fees, costs, and expenses incurred in this Action shall be borne by  
2 Defendant. The Parties agree to cooperate in the Settlement administration process and to make all  
3 reasonable efforts to control and minimize the costs and expenses incurred in administration of the  
4 Settlement.

5 **Section 7.09: Circular 230 Disclaimer**

6 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE  
7 “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN  
8 THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES  
9 THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION  
10 OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND  
11 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
12 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED  
13 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
14 DEPARTMENT CIRCULAR 230 (31 C.P.R. PART 10, AS AMENDED); (2) THE  
15 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,  
16 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
17 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT  
18 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY, OR ANY ATTORNEY OR  
19 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER  
21 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
23 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY  
24 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH  
25 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING  
26 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,  
27 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

28 **Section 7.10: Privacy of Documents and Information**

1 The Named Plaintiff and her counsel agree that none of the documents and information  
2 provided to them by Defendant shall be used for any purpose other than this Class Action. To the  
3 extent there is any dispute concerning this provision, Defendant shall provide evidence to Plaintiff's  
4 Counsel about what information was improperly used and how such evidence was provided to  
5 Plaintiff's Counsel.

6 **Section 7.11: No Admission by the Parties**

7 Defendant and the Released Parties deny any and all claims alleged in this Class Action and  
8 deny all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be  
9 used against any of the Parties or Released Parties as an admission or indication with respect to any  
10 claim of any fault, concession, or omission by Defendant or any of the Released Parties. Whether the  
11 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or  
12 conduct related to this Agreement, nor any reports or accounts of this Agreement, shall in any event  
13 be:

14 A. construed as, offered, or admitted in evidence as, received as, or deemed to be evidence  
15 for any purpose adverse to any of the Parties or Released Parties, including, but not limited to,  
16 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any  
17 liability, fault, wrongdoing, omission, concession, or damage; or

18 B. disclosed, referred to, or offered or received in evidence against any of the Parties or  
19 Released Parties, in any further proceeding in the Class Action, or any other civil, criminal, or  
20 administrative action or proceeding except for purposes of settling this Class Action pursuant to this  
21 Agreement.

22 **Section 7.12: Exhibits and Headings**

23 The terms of this Agreement include the terms set forth in any attached Exhibit A, which are  
24 incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this  
25 Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or  
26 sections of this Agreement are inserted for convenience of reference only and do not constitute a part  
27 of this Agreement.

28 **Section 7.13: No Retaliation**

1 Defendant will not take any retaliatory action against any Class Member who participates in  
2 the Settlement, nor against Named Plaintiff.

3 **Section 7.14: Amendment or Modification**

4 This Agreement may be amended or modified only by a written instrument signed by counsel  
5 for all Parties or their successors-in-interest.

6 **Section 7.15: Authorization to Enter Into Settlement Agreement**

7 Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom  
8 they represent to negotiate this Agreement and to take all appropriate action required or permitted to  
9 be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
10 documents required to effectuate the terms of this Agreement. The Parties and their counsel will  
11 cooperate with each other and use their best efforts to implement the Settlement. In the event the  
12 Parties are unable to reach agreement on the form or content of any document needed to implement the  
13 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of  
14 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The  
15 persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized  
16 to sign this Agreement on behalf of Defendant.

17 **Section 7.16: Binding on Successors and Assigns**

18 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of  
19 the Parties, as previously defined.

20 **Section 7.17: California Law Governs**

21 All terms of this Agreement and the Exhibits shall be governed by and interpreted according to  
22 the laws of the State of California and the procedures of the Court.

23 **Section 7.18: This Settlement is Fair, Adequate, and Reasonable**

24 The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Class  
25 Action and have arrived at this Settlement in arm's length negotiations, taking into account all relevant  
26 factors, present and potential. This Settlement was reached after extensive negotiations.

27 **Section 7.19: Cooperation and Drafting**

28 Each of the parties has cooperated in the drafting and preparation of this Agreement. Hence, in

1 any construction made to this Agreement, the same shall not be construed against any of the Parties.

2 **Section 7.20: Invalidity of Any Provision**

3 Before declaring any provision of this Agreement invalid, the Court shall first attempt to  
4 construe the provisions valid to the fullest extent possible consistent with applicable precedents so as  
5 to define all provisions of this Agreement valid and enforceable. The provisions of this Agreement are  
6 severable. To the extent any provision is deemed unlawful, to the extent possible, such provision shall  
7 be severed and the remainder of the Agreement shall remain valid and enforceable.

8 **Section 7.21: Defense**

9 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense  
10 to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that  
11 may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or  
12 contrary to this Settlement.

13 **Section 7.22: Named Plaintiff's Waiver of Right to be Excluded and Object**

14 The Named Plaintiff agrees to sign this Agreement and, by signing this Agreement, agrees: (1)  
15 to be bound by and not object its terms and (2) not to request to be excluded from the Class. Actions  
16 taken by the Named Plaintiff that are not compliant with this paragraph shall be void and of no force  
17 or effect, and the Agreement shall be controlling. Any such request for exclusion by Named Plaintiff  
18 shall therefore be void and of no force or effect.

19 **Section 7.23: Enforcement**

20 The Parties agree this Agreement shall be enforceable by the Court pursuant to Section 664.6  
21 of the California Code of Civil Procedure, and the Court shall retain exclusive and continuing  
22 jurisdiction of this Class Action over all Parties and Class Members to interpret and enforce the terms,  
23 conditions, and obligations of the Settlement. The Named Plaintiff, Class Members, and Defendant  
24 hereby submit to the personal and exclusive jurisdiction of the Court for purposes of interpreting,  
25 implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments  
26 entered in connection therewith. The prevailing party in any action or proceeding to enforce this  
27 Agreement or otherwise concerning the terms of the settlement of the Class Action shall be awarded  
28 his, her, or its costs and attorneys' fees.

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**Section 7.24: Confidentiality**

Any settlement shall remain confidential until a motion for preliminary approval is filed with the Court. The settlement documents will be filed with the Court and subject to disclosure to the public; however, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the settlement.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Named Plaintiff and Defendant as of the date(s) set forth below:

**Plaintiff and Settlement Class Representative**

**Dated:** 12/30/2022, 2022

**PLAINTIFF PATRICE EMERSON**

DocuSigned by:  
Patrice Emerson  
Patrice E 251E9E0CF988419...

**Defendant**

**Dated:** 1/13/2023, 2022

**DEFENDANT LERETA, LLC**

Brian F. Rabe  
Name: Brian Blake  
Title: HR Director

**Counsel for the Parties**

**Dated:** December 30, 2022

**MOON & YANG, APC**

H. Scott Leviant  
H. Scott Leviant  
Attorneys for Named Plaintiff

**Dated:** January 13, 2023

**CALL & JENSEN**

Jacqueline Beaumont  
Jacqueline Beaumont  
Attorneys for Named Defendant



# **Exhibit “A”**



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

*Patrice Emerson v. Lereta, LLC, San Bernardino County Superior Court Case No. CIVSB 2111028*

*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 defendant LERETA, LLC (“Defendant”)<sup>1</sup> for alleged wage and hour violations. The Action was filed by a former Defendant employee, Patrice Emerson (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (April 16, 2017 to <<preliminary approval>>); and, (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt employees who worked for Defendant during the PAGA Settlement Period (April 15, 2020 to <<preliminary approval>>) (the “PAGA Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your individual share of the PAGA Settlement 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 Settlement Payment, then according to Defendant’s records you are not eligible for such a payment under the Settlement because you didn’t work during the covered period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Settlement Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, 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 act or do not 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 Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Settlement Period, you have two 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 Settlement Class Payment and/or an individual share of the PAGA Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Settlement Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Opt-Out Requestor otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Employee, remain eligible for an individual share of the PAGA Settlement Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

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<sup>1</sup> All key terms herein are further defined in the Parties’ JOINT STIPULATION OF SETTLEMENT AND RELEASE TO SETTLE CLASS ACTION.

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an individual share of the PAGA Settlement Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is</b>  <span style="background-color: black; color: black;">[REDACTED]</span></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 Settlement 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 portion of the proposed Settlement. Defendant must pay individual shares of the PAGA Payment to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b>  <span style="background-color: black; color: black;">[REDACTED]</span></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA 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><b>You Can Participate in the</b>  <span style="background-color: black; color: black;">[REDACTED]</span> <b>Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on <span style="background-color: black; color: black;">[REDACTED]</span>. 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><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b>  <span style="background-color: black; color: black;">[REDACTED]</span></p>	<p>The amount of your Individual Settlement Payment and share of the PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Settlement Period, respectively. The number of Class Period Workweeks and number of PAGA Settlement Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <span style="background-color: black; color: black;">[REDACTED]</span>. See Section 4 of this Notice.</p>

### 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum and straight time wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. 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 Claims"). Plaintiff is represented by attorneys in the Action: Moon & Yang, APC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Steve Serratore, to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant 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, Defendant does 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) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA 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. Defendant will Pay \$450,000 as the Maximum Settlement Sum (MSS). Defendant has agreed to deposit the MSS into an account controlled by the Administrator of the Settlement. The Administrator will use the MSS to pay the Individual Settlement Payments, individual shares of the PAGA Settlement Payment, Class Representative Incentive Award, General Release Payment, Class Counsels' attorney's 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, Defendant will fund the MSS not more than 5 business days after the Judgment entered by the Court become final. The Judgment will be final 10 calendar days after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from MSS. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the MSS, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$150,000.00 (33 and 1/3% of the MSS) to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000.00 for the Class Representative Incentive Award for filing the Action, working with Class Counsel and representing the Class.

C. \$10,000 for Plaintiff's general release of all other claims against Defendant, including claims not included in this Action.

C. Up to \$15,000.00 to the Administrator for services administering the Settlement.

D. \$44,000.00 for PAGA Penalties, allocated 75% to the LWDA (\$33,000.00) and 25% in Individual PAGA Payments (\$11,000.00) to the PAGA Employees based on their PAGA Settlement Period Pay Periods.

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 MSS (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33 and 1/3% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 66 and 2/3% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The individual shares of the PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any individual share of the PAGA Payment and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant 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 Settlement Payments and Individual PAGA Settlement Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be paid to the *cy pres* selected by the parties: Community Legal Aid SoCal, located at 2101 N Tustin Ave, Santa Ana, CA 92705.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). 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 Opt-Out Request by the [REDACTED] Response Deadline. The Opt-Out Request should be a signed letter from a Class Member setting forth a Class Member's name, present address, telephone number, last four digits of the Class Member's Social Security Number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,

Non-Participating Class Members) will not receive Individual Class Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for individual shares from the PAGA Settlement Payment and are required to give up their right to assert PAGA Claims against Defendant based on the alleged PAGA violations 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

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’ Opt-Out Requests. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator’s contact information is in Section 9 below.

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

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

On the Date of Finality, and except as to such rights or claims as may be created by this Agreement, all Class Members who have not submitted a valid Opt-Out Request (i.e. Participating Class Members), fully release and discharge Defendant (and all its divisions, affiliates, predecessors, successors, shareholders, officers, directors, owners, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and collectively) (“Released Parties”) from any and all claims asserted in the operative complaint, and any future amendments to the operative complaint including but not limited to state wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on Defendant’s alleged failure to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at each pay period and at the time of termination, failure to furnish accurate and itemized wage statements, failure to maintain accurate records, failure to indemnify necessary business expenses, violation of the California Business and Professions Code Section 17200, penalties under Labor Code section 558, and all damages, interest, penalties, attorneys’ fees and costs, and other amounts recoverable under said causes of action and related PAGA administrative notice letters under California Law, to the extent permissible, including but not limited to under any provisions of the California Labor Code and the applicable Wage Orders (“Released Claims”).

It is agreed and understood by the Parties that the release of all the Released Claims as stated in this section is to be construed in the broadest possible manner consistent with applicable law. This release shall apply to any claims, known or unknown, related to the matters being settled, including unknown variations of the Released Claims. Thus, subject to and in accordance with this Agreement, even if a Participating Class Members may hereafter discover facts in addition to or different from those that Participating Class Member now knows or believes to be true, Participating Class Members, upon the Date of Finality, shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties that are within the scope of this release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including, without limitation, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Excluded from the Released Claims is the cause of action for violation of California’s Private Attorneys General Act of 2004 stated in the operative complaint, and any future amendments to the operative complaint. The PAGA cause of action is the subject of a separate release stated in Section 5.04 [of the Agreement].

As the facts alleged in the Action encompass potential claims arising under federal law under the Fair Labor Standards Act (“FLSA”), only those Class Members who negotiate their Individual Settlement Payment check or intentionally act to receive payment under the settlement, will be deemed to have opted into the release of FLSA claims and to have thereby released FLSA claims.

10. PAGA Employees’ PAGA Release. Upon the Date of Finality, all PAGA Employees will be barred from asserting PAGA Claims against the Released Parties, including Defendant, whether or not they exclude themselves from the

Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Settlement Period facts alleged in the Action and resolved by this Settlement.

The PAGA Employees' Releases for Participating and Non-Participating Class Members are as follows:

Upon the Date of Finality, and all payments are made by Defendant pursuant to this Agreement, Named Plaintiff and all PAGA Employees will release Defendant (and all its divisions, affiliates, predecessors, successors, shareholders, officers, directors, owners, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and collectively) from any and all civil penalties arising under the cause of action for violation of California's Private Attorneys General Act of 2004 ("PAGA"), based on the alleged Labor Code and Wage Order violations asserted in the operative complaints and PAGA notice letters, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said PAGA cause of action under California law, to the extent permissible, including but not limited to under any provisions of the California Labor Code and the applicable Wage Orders.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
3. Individual PAGA Payments. The Administrator will calculate Individual PAGA Settlement Payments by (a) dividing \$11,000.00 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Settlement Period Pay Periods worked by each individual Aggrieved Employee.
4. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Settlement Period, as recorded in Defendant's 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

#### **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who qualify as PAGA Employees, whether they opt out or not. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, address and email address or 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 be excluded. Be sure to personally sign your request and identify the Action in a way that is clear. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [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 Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant 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 a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and an Incentive 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 Incentive 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.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and an Incentive 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 and include your name, address and email address or telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your 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 (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 [REDACTED] in Department S-26 of the San Bernardino Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415-0210. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the MSS 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).

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have 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, or consult the San Bernardino Superior Court website.

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

#### **Class Counsel:**

Kane Moon  
H. Scott Leviant  
scott.leviant@moonyanglaw.com  
Mariam Ghazaryan  
mariam.ghazaryan@moonyanglaw.com  
MOON & YANG, APC  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

#### **Defendant's Counsel:**

Jacqueline Beaumont  
Anurita S. Varma  
CALL & JENSEN  
A Professional Corporation  
610 Newport Center Drive, Suite 700  
Newport Beach, CA 92660  
Tel: (949) 717-3000  
Fax: (949) 717-3100  
jbeaumont@calljensen.com  
avarma@calljensen.com

#### **Settlement 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.

## **11. WHAT IF I CHANGE MY ADDRESS?**

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