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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 FOR THE COUNTY OF SANTA CLARA
 12

13 RYAN CLAY, individually and on behalf of all
 14 others similarly situated,

15 Plaintiff,

16 v.

17 CONSERVICE, LLC; and DOES 1 through 20,
 18 inclusive,

19 Defendants.
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Case No. 21CV387223

Case No. 21CV391470

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT AND
 RELEASE OF CLAIMS**

Class Action Complaint Filed: 9-30-21

PAGA Complaint Filed: 12-7-21

1 This Class Action Settlement Agreement and Release of Claims (“Agreement”) is between (1)
2 Plaintiffs RYAN CLAY and JEFF RAQUEL—individually and on behalf of the Class Members and
3 Aggrieved Employees defined below—and (2) CONSERVICE, LLC, subject to judicial approval, as
4 provided below.

5 By this Agreement the Parties intend to settle the Action (defined below) and to fully, finally,
6 and forever resolve, discharge, and settle the Released Claims (defined below), subject to judicial
7 approval of the terms set forth herein. If this Agreement is not finally approved, or is otherwise nullified,
8 then the Parties shall return to their positions preceding this Agreement and Defendant shall retain all
9 rights to challenge the Plaintiffs’ claims and the certification of any class.

10 **1. DEFINITIONS**

11 For the purposes of this Agreement, the Parties define the following terms. Each defined term
12 appears throughout in initial capital letters.

13 **1.1. “Action”** refers, collectively, to the lawsuits entitled *Ryan Clay, individually, on*
14 *behalf of all others similarly situated v. Conservice, LLC, and DOES 1-20, inclusive*, Case No.
15 *21CV387223*, and *Ryan Clay, individually, on behalf of all others similarly situated v. Conservice, LLC,*
16 *and DOES 1-20, inclusive*, Case No. *21CV391470*, both pending in the Superior Court for the State of
17 California, County of Santa Clara.

18 **1.2. “Administrative Costs”** refers to all costs associated with administration of the
19 Settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among
20 other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses,
21 calculation of payments to individual class members, calculation of applicable payroll withholdings and
22 payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for
23 any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to
24 complete the settlement process according to the terms of this Agreement. Administrative Costs are
25 borne in the first instance by the Settlement Administrator.

26 **1.3. “Aggrieved Employees”** refers to all non-exempt employees who have worked,
27 or continue to work, for Defendant in California from April 3, 2020 through and including the date a
28 signed order preliminarily approving the Settlement is filed.

1 **1.4. “Agreement”** refers to this Class Action and PAGA Settlement Agreement and
2 Release of Claims, which includes all its Recitals herein and all the attached Exhibit.

3 **1.5. “Class Counsel”** refers to Aegis Law Firm, PC. For purposes of providing any
4 notices required under this Agreement, Class Counsel shall refer to Kashif Haque, Jessica Campbell and
5 Kristy Connolly, Aegis Law Firm, PC, 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618.

6 **1.6. “Class Counsel Payment”** refers to the amount of attorney’s fees and costs that
7 the Court awards to Class Counsel in connection with the resolution of the Action in accordance with
8 this Agreement.

9 **1.7. “Class Members”** refers to those individuals who for purposes of this Agreement
10 will be certified as members of the class, defined as follows: all non-exempt employees who have
11 worked, or continue to work, for Defendant in California from April 3, 2017 through and including the
12 date a signed order preliminarily approving the Settlement is filed.

13 **1.8. “Class Period”** is deemed to be any time during the period of April 3, 2017
14 through and including the date a signed order preliminarily approving the Settlement is filed.

15 **1.9. “Class Representatives”** refers to Plaintiffs Ryan Clay and Jeff Raquel.

16 **1.10. “Class Representative Service Award”** refers to any payment(s) that the Court
17 awards to the Class Representatives for efforts in prosecuting the Action on behalf of the Class
18 Members.

19 **1.11. “Clay”** refers to Plaintiff Ryan Clay.

20 **1.12. “Complaint”** refers to all versions of the respective complaints filed in the
21 Action.

22 **1.13. “Consideration Period”** refers to the sixty (60) calendar day period following
23 the date when the Settlement Administrator mails the Notice of Class Action Settlement. The
24 Consideration Period is the period in which a Class Member can submit an Objection or a Request for
25 Exclusion.

26 **1.14. “Court”** refers to the Judge presiding over this Action.

27 **1.15. “Defendant”** refers to Conservice, LLC.
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1 **1.16. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any
2 notices required under this Agreement, Defense Counsel shall refer to Christian J. Rowley , Eric M.
3 Lloyd and Cassandra Frias, Seyfarth Shaw LLP, 560 Mission Street, Suite 3100, San Francisco,
4 California 94105.

5 **1.17. “Effective Date”** means the date upon which both of the following have
6 occurred: (i) approval of the Settlement is granted by the Court, or other court assuming jurisdiction of
7 the Action, and (ii) the Court’s Judgment approving the Settlement becomes Final. “Final” shall mean
8 the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on
9 appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to
10 the California Supreme Court, or, (ii) if a petition for review is filed, the date of the California Supreme
11 Court denies the petition for review or decides not to respond and take no action, or the date the
12 Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the
13 time for filing or noticing any appeal of the Judgment.

14 **1.18. “Eligible Workweeks”** refers to the workweeks each Settlement Class Member
15 worked during the Class Period.

16 **1.19. “Fairness Hearing”** refers to the hearing at which the Court decides whether the
17 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
18 requirements for final approval.

19 **1.20. “Final Approval Order”** refers to the final order by the Court approving the
20 Settlement following the Fairness Hearing.

21 **1.21. “Gross Settlement Amount”** refers to the payment Defendant is obligated to
22 make in connection with this Agreement: One Million Two Hundred Thousand Dollars (\$1,200,000.00),
23 plus any employer-side payroll withholding taxes. In no event shall Defendant be obligated to pay more
24 than this amount other than the employer’s share of payroll taxes. The Gross Settlement Amount shall
25 include all Individual Settlement Payments to Settlement Class Members and Aggrieved Employees
26 (including any employer share of payroll taxes), Administrative Costs, the Class Counsel Payment (i.e.,
27 attorneys’ fees and costs), any Class Representative Service Awards, and the PAGA Payment.
28

1 **1.22. “Individual Settlement Payment”** refers to the amount calculated by the
2 Settlement Administrator to distribute to each Settlement Class Member and/or Aggrieved Employee.
3 The Individual Settlement Payment shall be paid from the Net Settlement Amount.

4 **1.23. “Judgment”** refers to the final judgment entered by the Court in this Action
5 following the Fairness Hearing.

6 **1.24. “LWDA”** refers to the California Labor & Workforce Development Agency,
7 which helps to enforce the Private Attorneys General Act (“PAGA”), and which will receive the LWDA
8 portion of the PAGA Payment.

9 **1.25. “LWDA Letters”** refers to the September 29, 2021 letter from Aegis Law Firm,
10 PC, on behalf of Clay, to the LWDA, and, the August 30, 2022 letter from Aegis Law Firm, PC, to the
11 LWDA on behalf of Clay and Racquel, providing notice of Plaintiffs’ intent to pursue a PAGA claim.

12 **1.26. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
13 that remains after accounting for the Class Representative Service Awards, the portion of the PAGA
14 Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment. The Net
15 Settlement Amount shall include all Individual Settlement Payments.

16 **1.27. “Notice of Class Action Settlement”** refers to the Notice of Class Action
17 Settlement, substantially in the form attached as Exhibit A.

18 **1.28. “Objection”** refers to a written statement submitted timely by a Settlement Class
19 Member to the Settlement Administrator that contains (1) the name and case number of this Action (or
20 reasonable portion thereof), (2) the full name, last four digits of their social security number, and current
21 address of the Settlement Class Member making the Objection, (3) the specific reason(s) for the
22 Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written
23 evidence, and declarations) for the Court to consider.

24 **1.29. “Objector”** refers to a Settlement Class Member who has submitted an
25 Objection.

26 **1.30. “PAGA Payment”** refers to a Fifty Thousand Dollar (\$50,000) payment in
27 settlement of a claim for civil penalties under the Private Attorney General Act of 2004. Seventy-five
28 percent (75%) of the PAGA Payment shall be payable to the LWDA and twenty-five percent (25%)

1 shall be payable to the Net Settlement Amount for distribution to Aggrieved Employees. The PAGA
2 Payment shall be paid from the Gross Settlement Amount.

3 **1.31. “PAGA Period”** is deemed to be any time during the period of April 3, 2020
4 through and including the date a signed order preliminarily approving the Settlement is filed.

5 **1.32. “Parties”** refers collectively to (1) Plaintiff Ryan Clay, individually and on behalf
6 of the Class and the Aggrieved Employees, (2) Plaintiff Jeff Racquel, individually and on behalf of the
7 Class and the Aggrieved Employees, and (3) Conservice, LLC.

8 **1.33. “Plaintiffs”** refers collectively to Class Representatives Ryan Clay and Jeff
9 Racquel, individually and on behalf of the Class and the Aggrieved Employees.

10 **1.34. “Preliminary Approval Order”** refers to the order entered by the Court granting
11 a Motion for Preliminary Approval of the Agreement.

12 **1.35. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
13 pursuant to U.S. Treasury Regulation Section 468B-1.

14 **1.36. “Raquel”** refers to Plaintiff Jeff Raquel.

15 **1.37. “Released Claims”** refers to the Released Class Claims and the Released PAGA
16 Claims, as defined below.

17 **1.38. “Released Class Claims”** refers to those claims alleged in Plaintiffs’ Class
18 Action Complaint, Plaintiffs’ PAGA Complaint, and Plaintiffs’ Consolidated Class Action and PAGA
19 Complaint, as well as all any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
20 expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether
21 known or unknown, contingent or accrued, under any legal theory under federal and state law that were
22 or reasonably could have been brought based on the facts alleged in any version of the complaints filed
23 in the Action and in the LWDA Letters submitted to the LWDA by Plaintiffs, regardless of theory of
24 recovery, including: claims under California Labor Code sections 201, 202, 203, 204, 206, 210, 218,
25 218.5, 226, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 1174, 1175, 1182.12, 1194, 1197.1, 1194.2,
26 1197, 1198, 1198.5, 1199, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards Act
27 (29 U.S.C. Section 201, *et seq.*); and California Business and Professions Code section 17200, *et seq.*
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1 The Released Class Claims shall apply to all Class Members who do not timely file a Request for
2 Exclusion.

3 **1.39. “Released PAGA Claims”** refers to any and all civil penalty claims or causes of
4 action under the Private Attorneys General Act, Labor Code section 2699 *et seq.* of whatever kind or
5 nature which occurred during the PAGA Period that were or reasonably could have been brought based
6 on the facts alleged in any version of the complaints filed in the Action and in the LWDA Letters
7 submitted to the LWDA by Plaintiffs, regardless of theory of recovery, including but not limited to, any
8 alleged violations of or relief under California Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7,
9 245 *et seq.*, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
10 and the applicable provisions of the applicable IWC Wage Orders.

11 **1.40. “Released Parties”** refers to Conservice, LLC, each and all of its current or
12 former subsidiaries, parents, affiliates, shareholders, officers, directors, employees, agents, servants,
13 registered representatives, attorneys, insurers, successors and assigns.

14 **1.41. “Request for Exclusion”** refers to a timely, written, opt-out request signed by a
15 Class Member who thereby elects to be excluded from this Agreement.

16 **1.42. “Settlement Administrator”** refers to Phoenix Settlement Administrators, the
17 third-party administrator the Parties have selected, subject to Court approval.

18 **1.43. “Settlement Class”** refers to all Class Members who do not file a timely and
19 valid Request for Exclusion.

20 **1.44. “Settlement Class Member”** refers to a member of the Settlement Class.

21 **2. RECITALS AND PROCEDURAL HISTORY**

22 **2.1. Allegations in Complaint.** On September 30, 2021, Clay filed a complaint in the
23 Superior Court for the State of California, for the County of Santa Clara, individually and on behalf of a
24 class of similarly situated individuals. Clay asserted claims for 1) Failure to Pay Minimum Wages; 2)
25 Failure to Pay Overtime Wages; 3) Failure to Provide Meal Periods; 4) Failure to Permit Rest Breaks; 5)
26 Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay All Wages Due Upon
27 Separation of Employment; 7) Failure to Reimburse Necessary Business Expenses; and 8) Violation of
28 Business and Professions Code §§ 17200, *et seq.* On December 7, 2021, Clay filed an additional

1 complaint individually and on behalf of all others similarly situated in the Superior Court for the State of
2 California, for the County of Santa Clara, alleging a single claim for violation of the California Private
3 Attorneys General Act, Labor Code § 2698 *et seq.*

4 **2.2. Defendant's Denials.** Defendant denies (1) all the material allegations in this
5 Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest,
6 restitution, attorneys' fees, or costs, or for any other compensation or remedy with respect to anyone on
7 account of the claims asserted in the Action, and (4) that class certification or representative treatment is
8 appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices
9 comply with all applicable laws asserted in the Action. Nonetheless, without admitting any liability or
10 wrongdoing whatsoever and without admitting that class certification or representative treatment is
11 appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to settle the
12 Action on the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of
13 litigation. Any statements by Defendant in this Agreement are made for settlement purposes only.

14 **2.3. Class Counsel's Investigation.** Class Counsel have investigated the facts relating
15 to the claims alleged in the Action and also have analyzed all defenses. Class Counsel obtained the
16 production of relevant documentation and data from Defendant prior to mediation. Class Counsel
17 interviewed Class Members regarding the claims in the Action, and have examined Defendant's
18 policies, procedures, and practices.

19 **2.4. Negotiation of Settlement.** Class Counsel engaged in intensive, arms-length
20 negotiations with Defendant at mediation with experienced mediator David Rotman with a view toward
21 achieving substantial benefits for the Class Members, while avoiding the cost, delay, and uncertainty of
22 further litigation. Plaintiffs and Class Counsel urge approval by the Court of this Agreement after
23 considering (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate
24 outcome of the Action and class certification, (2) the potential difficulties Plaintiffs and Class Members
25 would encounter in establishing their claims and maintaining class treatment, (3) the substantial benefits
26 that Class Members would receive under this Agreement, (4) that this Agreement provides Class
27 Members relief in an expeditious and efficient manner, compared to any manner of recovery possible
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1 after litigation and potential appeal, and (5) that this Agreement allows Class Members to opt out of the
2 Action and individually pursue the claims alleged in the Action.

3 **2.5. Certification of Settlement Class.** For settlement purposes only, the Parties
4 stipulate that the Settlement Class Members described herein who do not submit a timely Request for
5 Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the
6 Aggrieved Employees are appropriate for representative treatment for purposes of settlement. This
7 stipulation to certification and representative treatment is in no way an admission that class action
8 certification and/or representative treatment is proper and shall not be admissible in this or in any other
9 action except for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to
10 conditional class certification and representative treatment be deemed as a waiver to any additional
11 defenses against class or representative action treatment. Should, for whatever reason, the Court fail to
12 issue a Final Approval Order, the Parties' stipulation to class certification and representative treatment
13 as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not
14 be admissible in connection with, the issue of whether or not certification and/or representative
15 treatment would be appropriate in a non-settlement context.

16 **3. NOTICE TO CLASS MEMBERS**

17 **3.1. Content of Notice of Class Action Settlement.** The Notice of Class Action
18 Settlement shall be substantially in the form attached as Exhibit A and include: (a) the amount of the
19 Settlement; (b) a calculation of the Class Member's anticipated share of the Net Settlement Amount; (c)
20 the full amounts of the Class Counsel Payment, Class Representative Service Awards, and
21 Administrative Costs to be awarded; (d) the terms of the releases and Class Members' waiver of their
22 right to pursue litigation of the Released Class Claims; (e) the procedure to opt out of the Settlement
23 through a Request for Exclusion; (f) the procedure to Object to the Settlement; and (g) the date of the
24 Fairness Hearing. No claim form will be required to participate in the Settlement.

25 **3.2. Settlement Administrator.** The Parties select Phoenix Settlement Administrators
26 as the Settlement Administrator. The duties of the Settlement Administrator shall include, without
27 limitation, mailing notices to Class Members, establishing a QSF, obtaining appropriate tax
28 identification number(s), calculating Individual Settlement Payments, mailing Individual Settlement

1 Payments and tax forms to Settlement Class Members, remitting any tax payments and requisite
2 reporting documentation to taxing authorities, and the other duties associated with settlement
3 administration, including specified in this Agreement. Any dispute relating to the settlement
4 administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

5 **3.3. Class Data for the Settlement Administrator.** Within Twenty-One (21)
6 calendar days of the latter of: entry of the Preliminary Approval Order, or Court approval of the Notice
7 of Class Action Settlement to the Class, Defendant shall provide to the Settlement Administrator a
8 confidential class list containing the names, last known address, email address and telephone number(s),
9 numbers of Eligible Workweeks worked during the Class Period, and Social Security numbers to
10 facilitate the administration of this Agreement. The Settlement Administrator shall keep the class data
11 provided by Defendant strictly confidential and shall use the class data only for the purposes described
12 in this Agreement, and shall return the class data to Defendant or confirm the destruction of same upon
13 completing the settlement administration called for by this Agreement.

14 **3.4. Mailing Materials to Class Members.** Upon its receipt of the list of names and
15 last known addresses of each Class Member, the Settlement Claims Administrator shall access the
16 National Change of Address (“NCOA”) Database, and update the addresses maintained by Defendant.
17 Within Ten (10) calendar days of the receipt of the class data discussed immediately above, the
18 Settlement Administrator shall send the Notice of Class Action Settlement to Class Members at their last
19 known address via First Class U.S. Mail and Email. Any mailing returned to the Settlement
20 Administrator as undeliverable shall be sent within Ten (10) calendar days via First Class U.S. Mail to
21 any available forwarding address. If no forwarding address is available, then the Settlement
22 Administrator shall attempt to determine the correct address by using a computer-based skip-trace
23 search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail within Five (5) calendar
24 days. If the last known address is not available for a Class Member, then the Notice of Class Action
25 Settlement for that Class Member will be deemed undeliverable. Only one re-mailing is required. If a
26 Class Member cannot be located within Two (2) attempts at mailing, then the Notice of Class Action
27 Settlement for that Class Member will be deemed undeliverable. It is the intent of the Parties that
28 reasonable means be used to locate Class Members.

1 **3.5. Proof of Mailing.** At least Thirty (30) calendar days prior to the Fairness
2 Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing
3 with regard to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel,
4 which they shall in turn provide to the Court.

5 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

6 **4.1. Consideration Period.**

7 **4.1.1. Submission of Objections and Requests for Exclusion.** Class Members
8 will have sixty (60) calendar days from the date of the mailing of the Notices to postmark their
9 objections and written Requests For Exclusion to the Settlement Administrator (“Consideration
10 Period”). A Class Member who excludes himself or herself from the Settlement shall lose standing to
11 object. Except as specifically provided herein, no Class Member response of any kind that is postmarked
12 after the Consideration Period shall be considered unless agreed to by the Parties or ordered by the
13 Court.

14 **4.1.2. Deficiency Notices.** Within Ten (10) calendar days after receipt by the
15 Settlement Administrator of each timely-submitted Request For Exclusion, the Settlement Administrator
16 will send a deficiency notice to Class Members addressing any irregularities in the Request For
17 Exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
18 notice will provide the Class Members Fourteen (14) calendar days from the mailing of the deficiency
19 notice to postmark a written response to cure all deficiencies. The failure of a Class Member to cure all
20 deficiencies in a timely manner shall invalidate a Request For Exclusion and will not be subject to cure.

21 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
22 opportunity to opt out of the Settlement as to the Released Class Claims only.

23 **4.2.1. Opt Out Procedure.** Class Members may opt out of the Settlement as to
24 the Released Class Claims by mailing the Settlement Administrator a written Request for Exclusion. A
25 Request for Exclusion, to be valid, must be signed by the Class Member or their authorized
26 representative, and must contain a statement that they request exclusion from the class and do not wish
27 to participate in the settlement. Any Request for Exclusion that does not include all of the required
28 information or that is not submitted in a timely manner will be deemed ineffective. If there is a dispute

1 regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall
2 make the determination, after consultation with Class Counsel and Defense Counsel.

3 **4.2.2. Effect of Exclusion Through Opting Out.** The right to object to or opt
4 out of the Settlement shall only apply to the Released Class Claims and not the Released PAGA Claims.
5 Any Class Member who opts out of the Settlement may not submit an Objection and shall not receive a
6 share of the Net Settlement Amount relating to the Released Class Claims, and shall not be bound by the
7 release of the Released Class Claims set forth in this Agreement. The Individual Settlement Payment of
8 any Class Member who opts out of this Agreement shall consist solely of that Class Member's
9 proportionate share of the PAGA Payment, if they are an Aggrieved Employee, and such Class Member
10 shall remain bound by the release of the PAGA Released Claims. If a Class Member submits both a
11 Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate
12 the Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be
13 bound by the Released Claims for which this Agreement provides.

14 **4.2.3. Tolerance of Opt-Outs—Defendant's Right to Withdraw.** Defendant
15 shall have the right, in the exercise of its sole discretion, and within Fifteen (15) business days of the end
16 of any notice and opt out period, to terminate this Settlement and render the Settlement null and void, if
17 at least Ten Percent (10%) of all Class Members opt out of the Settlement. In such event the Parties
18 shall revert to *status quo ante* prior to this Agreement and Defendant shall bear the cost of any
19 Settlement Administrator fees incurred as of the date Defendant provides notice of its intent to terminate
20 the Settlement.

21 **4.3. Objections.** Class Members who do not submit a Request for Exclusion shall be
22 entitled to object to the terms of the Agreement. The right to object shall not apply to the Released
23 PAGA Claims.

24 **4.3.1. Objection Procedures.** Any Objection to this Agreement must state
25 (1) the name and case numbers of the Action (or reasonable portion thereof), (2) the full name, last four
26 digits of their social security number, and current address of the Settlement Class Member making the
27 Objection, (3) whether it applies only to the objector, to a specific subset of the class, or to the entire
28

1 class; and (4) with specificity the grounds for the objection. Settlement Class Members who submit an
2 Objection remain bound by this Agreement if it is approved by the Court.

3 **4.4. Proof of Class Members' Responses.** At least Thirty (30) calendar days prior to
4 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court
5 regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing due
6 to invalid addresses, the number of any Requests for Exclusion and the number of any Objections and
7 the contents of the Objections.

8 **4.5. Binding Effect of Settlement.** Although a Class Member might not receive the
9 Notice of Class Action Settlement, and might not timely submit an Objection or Request for Exclusion
10 because of inability to locate the Class Member's current address, that Class Member shall nonetheless
11 be bound by this Agreement.

12 **4.6. No Interference with Class Member Responses.** Each Party and their counsel
13 agree not to encourage any Class Member to submit an Objection or a Request for Exclusion, and agree
14 not to retaliate against any Class Member for participating or not participating in the Settlement.

15 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

16 **5.1. Defendant's Option to Pay Pro Rata Increase.** The Class Period is premised on
17 Settlement Class Members having worked approximately Ten Thousand Four Hundred Eighty-Three
18 (10,483) Eligible Workweeks between April 3, 2017 and November 11, 2022. If the number of Eligible
19 Workweeks worked by Settlement Class Members during the Class Period is determined to be more
20 than Ten Percent (10%) above this amount (i.e., Eleven Thousand Five Hundred Thirty-Two [11,532]),
21 it will be Defendant's choice to increase the Gross Settlement Amount in proportion to the increase in
22 Eligible Workweeks greater than Ten Percent (10%) at a rate of One Hundred Fourteen Dollars and
23 Forty-Seven Cents (\$114.47) per additional Eligible Workweek, or, to cut off the Class Period as of the
24 date there are Eleven Thousand and Eight (11,008) Eligible Workweeks.

25 **5.2. Administrative Costs.** The Parties agree to obtain a reasonable estimate of
26 Administrative Costs of up to Six Thousand Nine Hundred Fifty Dollars Exactly (\$6,950.00), and seek
27 approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves
28 only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of

1 Administrative Costs is not a material term of this Agreement. If this Agreement is not finally
2 effectuated, then any Administrative Costs incurred to date will be paid in equal parts by Defendant and
3 Plaintiff, except if Defendant exercises its right to abrogate the Agreement under Section 4.2.3,
4 Defendant shall be responsible for payment of all Administrative Costs incurred.

5 **5.3. Class Counsel Payment.** Class Counsel shall request that the Court award a
6 percentage of the Gross Settlement Amount as the Class Counsel Payment for (a) attorneys' fees of up
7 to thirty-five (35%) of the Gross Settlement Amount, and (b) litigation costs actually incurred in
8 representing the interests of the Class, not to exceed \$30,000. Defendant shall have no liability for any
9 other attorneys' fees or costs, and Plaintiffs, Class Counsel, the Class and the Aggrieved Employees
10 waive any additional claim for attorneys' fees and litigation costs incurred in connection with the
11 Action. To the extent that the Court approves less than the amount of Class Counsel Payment that Class
12 Counsel request, the difference between the requested and awarded amounts will be distributed to
13 Settlement Class Members on a proportional basis relative to the size of their claims as set forth in
14 Section 5.6, below. For purposes of settling this matter only, Defendant agrees that Aegis Law Firm,
15 PC, are adequate Class Counsel.

16 **5.3.1. Approval of Class Counsel Payment Not Material.** The Court's
17 approval of the Class Counsel Payment in the amount requested is not a material term of this
18 Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still
19 remain in effect and the difference will remain part of the Net Settlement Amount.

20 **5.3.2. Timing of Class Counsel Payment.** The Settlement Administrator shall
21 issue the Class Counsel Payment within Thirty (30) calendar days after Defendant advances sufficient
22 funds, not to exceed the Gross Settlement Amount, to the Settlement Administrator. Within Ten (10)
23 calendar days after the Effective Date, Class Counsel shall transmit instructions to the Settlement
24 Administrator as to how any approved attorneys' fees and costs shall be paid. Aegis Law Firm, PC, or
25 its assignee, will provide a completed Form W-9 to the Settlement Administrator before the payment is
26 made. Class Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel
27 payment and shall indemnify and hold harmless Defendant from any claim or liability for taxes,
28 penalties, or interest arising as a result of the Class Counsel Payment.

1 **5.4. Class Representative Service Awards.** Class Counsel intends to request that the
2 Court award a Class Representative Service Award to each of the Class Representatives, in the amount
3 of Ten Thousand Dollars Exactly (\$10,000.00) each, to be drawn from the Gross Settlement Amount.
4 Defendant agrees not to oppose these requests. The Class Representative Service Awards would be in
5 addition to Clay's and Raquel's respective Individual Settlement Payments. Any amount of the Class
6 Representative Service Awards to either Clay or Raquel which is not approved by the Court shall be
7 allocated to the Net Settlement Amount and distributed to Settlement Class Members on a proportional
8 basis relative to the size of their claims as set forth in Section 5.6, below. In exchange for their
9 respective Class Representative Service Awards, both Clay and Raquel shall execute a general release of
10 all claims, as set forth in Section 6.2 below. Further, an award of less than the requested amount to
11 Plaintiffs, or either of them, will not give rise to a basis to abrogate the general release executed by Clay
12 or Raquel so long as the amount of their respective Class Representative Enhancement Payments is
13 greater than Zero Dollars (\$0).

14 **5.4.1. Class Representative Service Awards Not Material.** The Court's
15 approval of Class Representative Service Awards to Clay or Raquel is a not material term of this
16 Agreement. If the Court does not approve or approves only a lesser amount than that requested for
17 Clay's or Raquel's Class Representative Service Award, then the other terms of this Agreement shall
18 still remain in effect.

19 **5.4.2. Timing of Class Representative Service Award.** The Settlement
20 Administrator shall pay any Class Representative Service Award within Thirty (30) calendar days after
21 Defendant advances sufficient funds, not to exceed the amount of the Gross Settlement Amount, to the
22 Settlement Administrator, and shall issue an IRS Form 1099 to Clay and Raquel. Clay and Raquel shall
23 be solely responsible for paying all applicable taxes on their respective Class Representative Service
24 Awards, as applicable, and shall indemnify and hold harmless Defendant from any claim or liability for
25 taxes, penalties, or interest arising as a result of the Class Representative Service Award.

26 **5.5. PAGA Payment.** The Parties will seek approval for a Fifty Thousand Dollar
27 Exactly (\$50,000.00) PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment will be drawn
28 from the Gross Settlement Amount and paid to the LWDA, and Twenty-Five percent (25%) will be

1 allocated to the Net Settlement Amount. The portion of the PAGA Payment allocated to the Net
2 Settlement Amount that shall be distributed to Aggrieved Employees will be determined by dividing
3 their total Eligible Workweeks within the PAGA Claim Period by the total Eligible Workweeks worked
4 by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the
5 Twenty Five Percent (25%) portion of the PAGA Payment to arrive at the Aggrieved Employee's
6 individual share. These payments to Aggrieved Employees shall be allocated as One Hundred Percent
7 (100%) penalties; Aggrieved Employees will be responsible for paying any personal income taxes owed
8 on the amounts they receive.

9 **5.5.1. Amount of PAGA Payment Not Material.** Any change in the requested
10 PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater
11 amount than that requested, the other terms of this Agreement shall still remain in effect. However,
12 some approval of a PAGA Payment is a material term of the Settlement and this Agreement. If the Court
13 does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion,
14 void and unenforceable. In the event Defendant exercises this option, then the Administrative Costs shall
15 be borne by Defendant.

16 **5.5.2. Timing of LWDA Portion of PAGA Payment.** The Settlement
17 Administrator shall pay Seventy-Five percent (75%) of any approved PAGA Payment to the LWDA
18 within Thirty (30) calendar days after Defendant advances sufficient funds, not to exceed the Gross
19 Settlement Amount, to the Settlement Administrator.

20 **5.6. Individual Settlement Payments.** Each Class Member shall be entitled to an
21 Individual Settlement Payment consisting of a share of the Net Settlement Amount, in accordance with
22 the formula set forth below.

23 **5.6.1. Calculation of Amount.** Each Settlement Class Member will be eligible
24 to receive a portion of the Net Settlement Amount as follows:

25 **a.** For Settlement Class Members, the Individual Settlement Payment shall be calculated by
26 dividing the number of Eligible Workweeks attributed to the Settlement Class Member during the Class
27 Period by all Eligible Workweeks during the Class Period attributed to members of the Settlement Class,
28 multiplied by the portion of the Net Settlement Amount that is not attributable to the PAGA Payment. If

1 the Settlement Class Member is an Aggrieved Employee, then the Settlement Class Member shall also
2 receive a share of the PAGA Payment. The Settlement Class Member's share of the PAGA Payment
3 shall be proportionate to the number of Eligible Workweeks attributed to the Settlement Class Member
4 during the PAGA Period divided by all Eligible Workweeks attributed to Aggrieved Employees during
5 the PAGA Period.

6 **b.** For a Class Member who opts out of the Settlement, and who is an Aggrieved Employee,
7 the Individual Settlement Payment shall consist solely of a share of the PAGA Payment. The Class
8 Member's share of the PAGA Payment shall be proportionate to the number of Eligible Workweeks
9 attributed to the Class Member during the PAGA Period, divided by all Eligible Workweeks attributed
10 to Aggrieved Employees during the PAGA Period.

11 Defendant's records regarding the number of Eligible Workweeks for each Class Member shall
12 be used for purposes of calculating Individual Settlement Payments. The Notice of Class Action
13 Settlement will include an Information Sheet for each Class Member showing how much the individual
14 Class Member is expected to receive based on this formula and their number of Eligible Workweeks.
15 The Notice of Class Action Settlement will also provide the Class Members an opportunity to dispute
16 the number of Eligible Workweeks indicated on the Notice of Class Action Settlement. Such dispute
17 must be made no later than Sixty (60) calendar days from the date of the mailing of the Notice of Class
18 Action Settlement. Defendant and/or the Settlement Administrator shall review any documentation
19 provided by the Class Member to determine whether there was an error in the number of Eligible
20 Workweeks, and adjust any payment to be allocated if necessary.

21 **5.6.2. Timing of Individual Settlement Payments to Class Members.** The
22 Settlement Administrator shall issue Individual Settlement Payments no later than Thirty (30) calendar
23 days after Defendant advances sufficient funds, not to exceed the amount of the Gross Settlement
24 Amount, to the Settlement Administrator. Any checks from the first distribution that are not cashed
25 within One Hundred Eighty (180) calendar days from the date of the mailing of the checks shall be
26 cancelled and said cancellation shall not affect the validity of the releases provided for herein and the
27 Class Member shall be deemed to, nevertheless, be bound by the releases provided herein.
28

1 **5.6.3. Tax Treatment of Individual Settlement Payments to Class Members.**

2 Of the Net Settlement Amount, Twenty Percent (20%) shall be allocated to wages, and Eighty Percent
3 (80%) shall be allocated to interest, penalties, liquidated damages and/or unreimbursed business
4 expenses. These allocations represent the Parties' good faith allocation based on the claims asserted and
5 potential damages related to wages, liquidated damages, interest and penalties. In accordance with law,
6 the Settlement Administrator will make required tax withholdings from each Individual Settlement
7 Payment on the portion designated as wages and will remit the withholding to the appropriate taxing
8 authorities. The Settlement Administrator shall issue any necessary Form W-2 and 1099 statements to
9 Class Members for their respective Individual Settlement Payments. No opinion regarding the tax
10 consequences of this Settlement to any individual Class Member is being given, or will be given, by
11 Defendant, counsel for Defendant, any other Released Party, or Class Counsel. Class Members must
12 consult their own tax advisors regarding the tax consequences of this Settlement, including but not
13 limited to any payments provided or tax reporting obligations. Class Members shall be solely
14 responsible for paying all other applicable taxes on their respective Individual Settlement Payments and
15 shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for
16 taxes, penalties, or interest arising as a result of Individual Settlement Payments. The Court's approval
17 of the tax allocation of Individual Settlement Payments is not a material term of this Agreement. If the
18 Court does not approve or approves a different allocation, then the other terms of this Agreement shall
19 still remain in effect.

20 **5.7. Uncashed Funds.** Any checks that are not cashed upon the expiration of that 180-
21 day time period will be void, and the uncashed funds will be transmitted in accordance with section 384
22 of the California Code of Civil Procedure, as amended, to Legal Aid at Work (the "Cy Pres Recipient"),
23 subject to Court approval. The Parties, Class Counsel, and Defense Counsel represent that they have no
24 interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

25 **5.8. Effect of Opt Outs On Net Settlement Amount.** This is a non-reversionary,
26 non-claims-made Settlement. No portion of the Gross Settlement Amount shall remain with Defendant.
27 If any Class Member chooses to opt out of the Settlement and submits a timely and valid Request for
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1 Exclusion, then that Class Member's Individual Settlement Payment shall be distributed to Settlement
2 Class Members on a proportional basis relative to the size of their claims.

3 **5.9. Final Funding of Gross Settlement Amount.** Within Thirty (30) days of the
4 Effective Date, Defendant shall advance the Gross Settlement Amount to the Settlement Administrator.

5 **6. RELEASES**

6 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
7 Approval Order and Judgment, and except as to rights this Agreement creates, each Settlement Class
8 Member releases Defendant and all of its present and former parent companies, subsidiaries, affiliates,
9 shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys,
10 insurers, successors and assigns (collectively the "Released Parties") from those claims alleged in
11 Plaintiffs' Class Action Complaint, Plaintiffs' PAGA Complaint, and Plaintiffs' Consolidated Class
12 Action and PAGA Complaint, as well as all any and all claims, debts, liabilities, demands, obligations,
13 guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or
14 nature, whether known or unknown, contingent or accrued, under any legal theory under federal and
15 state law that were or reasonably could have been brought based on the facts alleged in any version of
16 the complaints filed in the Action and in the LWDA Letters submitted to the LWDA by Plaintiffs,
17 regardless of theory of recovery, including: claims under California Labor Code sections 201, 202, 203,
18 204, 206, 210, 218, 218.5, 226, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 1174, 1175, 1182.12,
19 1194, 1197.1, 1194.2, 1197, 1198, 1198.5, 1199, 2800, 2802; the California IWC Wage Orders; the Fair
20 Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and California Business and Professions Code
21 section 17200, *et seq.* (the "Released Class Claims"). Settlement Class Members shall further agree to
22 waive their right to pursue individual lawsuits as to any of the Released Class Claims against the
23 Released Parties to the extent such Released Class Claims accrued during the Class Period.
24 Additionally, Plaintiffs, on behalf of the State of California, will release Defendant and the Released
25 Parties from any and all PAGA claims or causes of action of whatever kind or nature which occurred
26 during the PAGA Period that were or reasonably could have been brought based on the facts alleged in
27 any version of the complaints filed in the Action and in the LWDA Letters submitted to the LWDA by
28 Plaintiffs, regardless of theory of recovery, including but not limited to, any alleged violations of or

1 relief under California Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245 *et seq.*, 510, 511,
2 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable
3 provisions of the applicable IWC Wage Orders (the “Released PAGA Claims”). Neither the Settlement
4 Agreement nor any amounts paid to Plaintiffs, Settlement Class Members or any Aggrieved Employee
5 under the Settlement Agreement will modify any previously credited hours or service under any
6 employee benefit plan, policy, or bonus program sponsored by Defendant. The release as to the State of
7 California and Aggrieved Employees only covers claims that arise under the Private Attorneys General
8 Act, and does not cover an Aggrieved Employee’s individual Labor Code claims. The release expressly
9 excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social
10 security, workers’ compensation, class claims, and PAGA claims outside of the PAGA Period.

11 **6.2. Additional Release by Class Representatives.** In addition to the releases given
12 by each Settlement Class Member, Clay and Racquel both also generally release all claims against each
13 Released Party. This general release includes claims arising from Clay’s or Raquel’s relationships with
14 Defendant, including, without limitation, claims for discrimination, harassment, or retaliation pursuant
15 to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, the California Fair
16 Employment and Housing Act, California Gov’t Code Section 12900 *et seq.*, or any claims for violation
17 of public policy, or claims arising from the California Labor Code and the FLSA. This general release
18 by Clay and Racquel also includes a waiver of rights under California Civil Code Section 1542, which
19 states:

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

23 These releases from Clay and Racquel, respectively, are only effective upon the Court granting final
24 approval of the Settlement and only apply to claims that may be released as a matter of law. These
25 releases also do not include future claims that arise after final approval.

26 **6.3. Settlement is Contingent Upon Release of Claims.** This Agreement is
27 conditioned upon the releases by the Settlement Class, the Aggrieved Employees and Clay and Raquel
28 as described herein, and upon covenants by the Settlement Class, the Aggrieved Employees and Clay

1 and Raquel that they will not participate in any actions, lawsuits, proceedings, complaints, or charges in
2 any court or before any administrative body related any claims they have released under this Settlement.

3 **6.4. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement
4 and all exhibits hereto shall be inadmissible in any proceeding, except an action or proceeding to
5 approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by law, this
6 Agreement will operate as a complete defense to—and may be used as the basis for an injunction
7 against—any action, suit, or other proceeding attempted in breach of this Agreement.

8 **7. SETTLEMENT APPROVAL PROCEDURE**

9 **7.1. Preliminary Approval.** Plaintiffs shall submit to the Court a Motion for
10 Preliminary Approval of Class Action and PAGA Settlement. This motion shall seek an order to
11 preliminarily approve this Agreement according to the terms in this Agreement and provide for the
12 Notice of Class Action Settlement to be sent to Class Members as specified in this Agreement,
13 substantially in the form attached hereto as Exhibit A. This motion shall include the bases for
14 demonstrating that settlement amounts are reasonable in light of the facts and controlling authorities
15 pertaining to the claims alleged. The motion shall also be accompanied by a declaration of Class
16 Counsel discussing the risks of continued litigation and the decision that the best interests of the Class
17 Members are served by the terms of this Agreement. Class Counsel shall endeavor to file the Motion for
18 Preliminary approval by January 13, 2023. Plaintiffs shall provide Defendant with a draft of their
19 Motion for Preliminary Approval at least Ten (10) calendar days prior to filing so that Defendant can
20 review and make comments on the motion. Plaintiffs shall incorporate Defendant's comments to the
21 extent they are consistent with this Settlement Agreement. Defendant agrees not to oppose Plaintiffs'
22 Motion for Preliminary Approval to the extent it comports with this Settlement Agreement.

23 **7.2. Consolidated Complaint.** Pursuant to stipulation of the Parties, Plaintiffs shall
24 file: a stipulation to consolidate Plaintiffs' Class Action and PAGA Action for purposes of effectuating
25 the Settlement, and, a Consolidated Class Action and PAGA Complaint adding Jeff Raquel as a named
26 Plaintiff, and further conforming to the release, including but not limited to alleging overtime and sick
27 pay violations arising from the alleged failure to calculate the regular rate of pay correctly. The
28 Consolidated Class Action and PAGA Complaint shall conform the definition of the Class and definition

1 of Aggrieved Employees to those definitions set forth in this Agreement. The Parties shall further file a
2 stipulation excusing Defendant from answering the Consolidated Class Action and PAGA Complaint.

3 **7.3. Final Approval.** Plaintiffs shall submit to the Court a Motion for Final Approval,
4 which shall include findings and orders: (a) approving the Agreement along with the amounts properly
5 payable for (i) Class Counsel's attorneys' fees and litigation costs, (ii) the Class Representative Service
6 Awards, (iii) the LWDA payment, and (iv) the Administration Costs; (b) adjudging the terms to be fair,
7 reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of the
8 Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement and
9 the Court's orders. Plaintiffs shall provide Defendant with a draft of their Motion for Final Approval at
10 least Seven (7) days prior to filing so that Defendant can review and make comments on the motion.
11 Plaintiffs shall incorporate Defendant's comments to the extent they are consistent with this Settlement
12 Agreement. The Parties agree that the Court's approval of any request for attorneys' fees or litigation
13 costs is not a condition of this Settlement Agreement and that an award of less than the amounts
14 requested would not give rise to a basis to abrogate the Settlement Agreement. Any amount of requested
15 attorneys' fees or litigation costs not approved by the Court shall be allocated to the Net Settlement
16 Amount. Plaintiffs, Class Counsel, the Class and the Aggrieved Employees waive any additional claim
17 for attorneys' fees and litigation costs incurred in connection with the Action.

18 **7.4. Timing of Judgment.** After the Final Approval Order, the Parties shall request
19 that the Court: (a) enter Judgment in accordance with this Agreement, without further fees or costs, and
20 (b) enter an order permanently enjoining all members of the Settlement Class and the Aggrieved
21 Employees from pursuing or seeking to reopen claims that have been released by this Agreement.

22 **7.5. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the
23 Judgment is in accord with this Agreement. The Class Representatives and Class Counsel hereby waive
24 any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final
25 Approval Order and any Judgment in the Action. This waiver includes all rights to any post-judgment
26 proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion
27 for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the
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1 time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
2 appellate proceedings, or post-judgment proceedings.

3 **8. MISCELLANEOUS**

4 **8.1. Materiality of Terms.** Except as otherwise stated herein, each substantive term
5 of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If
6 the Court does not approve any substantive term, or if the Court effects a material change to the
7 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will
8 be, at Defendant’s sole discretion, void and unenforceable. Where this Agreement states that a term is
9 not material, then the Court’s refusal to approve that term leaves all the other terms of the Agreement in
10 effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.

11 **8.2. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
12 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
13 Agreement be relied upon as such within the meaning of United States Treasury Department Circular
14 230 (31 C.F.R. Part 10, as amended) or otherwise.

15 **8.3. No Impact on Employee Benefits.** No payment made under this Agreement shall
16 be considered as compensation or hours worked or hours paid for purposes of determining eligibility,
17 vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this
18 Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the
19 Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The
20 term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation,
21 welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive,
22 deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of
23 whether any such plan is considered an ERISA employee benefit plan.

24 **8.4. Language of Settlement Documents.** All settlement-related documents to be
25 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

26 **8.5. Parties’ Authority.** The signatories hereto represent that they are fully authorized
27 to bind the Parties to all the term of this Agreement. The Parties agree that Class Members are so
28 numerous that it is impossible or impractical to have each Class Member execute this Agreement. This

1 Agreement may be executed on behalf of Class Members by the Class Representatives and by Class
2 Counsel.

3 **8.6. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
4 all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all
5 prior and contemporaneous negotiations and understandings between the Parties.

6 **8.7. Counterparts.** This Agreement may be executed in counterparts, and each
7 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
8 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
9 and effective as to all Parties.

10 **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
11 by signing on the designated signature block and transmitting that signature page via facsimile or as an
12 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for
13 purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

14 **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or
15 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
16 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
17 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
18 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of
19 future performance of the same provisions or of any other provision of this Agreement, and such Party,
20 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
21 any provision of this Agreement. The time periods and dates provided in this Agreement with respect to
22 giving of notices and hearings are subject to Court approval and modification by the Court or by written
23 stipulation of Class Counsel and Defense Counsel.

24 **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,
25 and its terms are not intended to be, and shall not be, construed against any party by virtue of
26 draftsmanship.

27 **8.10.1. Exhibits Incorporated by Reference.** This Agreement include the terms
28 set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

1 **8.10.2. Headings.** The headings within this Agreement appear for convenience of
2 reference only and shall have no effect upon the construction or interpretation of any part of this
3 Agreement.

4 **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this
5 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
6 possible consistent so as to render all provisions of this Agreement enforceable.

7 **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
8 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
9 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
10 Administrative Costs.

11 **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representatives and
12 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
13 Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class
14 Representatives and Class Counsel further represent and warrant that there are not any liens or claims
15 against any amount that Defendant is to pay under this Agreement. The Class Representatives and Class
16 Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses,
17 claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of
18 these representations or from any lien or assignment.

19 **8.13. Waiver of Right to Request Exclusion by Class Representatives.** The Class
20 Representatives, by signing this Agreement, each agree not to request exclusion from the Settlement.
21 The Class Representatives, by signing this Agreement, each further represent that they have no objection
22 to the terms of the Agreement and that each believes the terms to be fair, reasonable and adequate.

23 **8.14. Confidential Information.** Class Counsel will destroy all confidential documents
24 and information provided by Defendant within Sixty (60) calendar days after the completion of the
25 administration of this Agreement. Class Counsel further agree that none of the information provided by
26 Defendant shall be used for any purpose other than prosecution of this Action.

27 **8.15. Publicity.** Neither Plaintiffs nor Class Counsel shall cause to be publicized,
28 directly or indirectly, any discussion resulting in or the existence of this Settlement Agreement or its

1 terms in any type of mass media, including, but not limited to, speeches, press conferences, press
2 releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the
3 Internet, Facebook, Twitter or any other social media, prior to preliminary approval. Breach of this
4 provision shall entitle Defendant, in the exercise of its sole discretion, to nullify this Settlement
5 Agreement at any time before the Effective Date. Nothing in this Agreement shall preclude Class
6 Counsel from communicating with members of the Settlement Class, nor from including publicly-
7 available information in their declarations describing their qualifications as counsel in other cases.

8 **8.16. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
9 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
10 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
11 the consent of all Parties.

12 **8.17. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall
13 first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
14 unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator, and
15 all parties will bear their own fees and costs.

16 **8.18. Interim Stay of the Action.** Pending completion of all of the prerequisites
17 necessary to effectuate this Settlement, the Parties agree, subject to Court’s approval, to a stay of all
18 proceedings in the Action except such as are necessary to effectuate the Settlement.

19 **8.19. Governing Law.** All terms of this Agreement shall be governed by and
20 interpreted according to California law.

21 **SO AGREED:**

22 Dated: January _____, 2023

Plaintiff RYAN CLAY

24 Dated: January ¹⁶_____, 2023

DocuSigned by:
Jeffrey Raquel

Plaintiff JEFF RAQUEL

1 terms in any type of mass media, including, but not limited to, speeches, press conferences, press
2 releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the
3 Internet, Facebook, Twitter or any other social media, prior to preliminary approval. Breach of this
4 provision shall entitle Defendant, in the exercise of its sole discretion, to nullify this Settlement
5 Agreement at any time before the Effective Date. Nothing in this Agreement shall preclude Class
6 Counsel from communicating with members of the Settlement Class, nor from including publicly-
7 available information in their declarations describing their qualifications as counsel in other cases.

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9 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
10 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
11 the consent of all Parties.

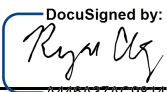
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15 all parties will bear their own fees and costs.

16 **8.18. Interim Stay of the Action.** Pending completion of all of the prerequisites
17 necessary to effectuate this Settlement, the Parties agree, subject to Court’s approval, to a stay of all
18 proceedings in the Action except such as are necessary to effectuate the Settlement.

19 **8.19. Governing Law.** All terms of this Agreement shall be governed by and
20 interpreted according to California law.

21 **SO AGREED:**

22 Dated: January 17, 2023

DocuSigned by:

Plaintiff RYAN CLAY

24 Dated: January ____, 2023

Plaintiff JEFF RAQUEL

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Dated: January ____, 2023

CONSERVICE, LLC

By: _____

Its: _____

Approval As To Form And Content By Counsel:

Dated: January ____, 2023

SEYFARTH SHAW LLP


By

Christian J. Rowley
Eric M. Lloyd
Cassandra Frias
Attorney for Defendants CONSERVICE, LLC

Dated: January 18, 2023

AEGIS LAW FIRM, PC

By


Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
Attorney for Plaintiffs RYAN CLAY and JEFFREY RAQUEL

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Dated: January 12, 2023



CONSERVICE, LLC

By: Scott Hardy

Its: Chief Executive Officer

Approval As To Form And Content By Counsel:

Dated: January 12, 2023

SEYFARTH SHAW LLP

By 

Christian J. Rowley

Eric M. Lloyd
Cassandra Frias
Attorney for Defendants CONSERVICE, LLC

Dated: January , 2023

AEGIS LAW FIRM, PC

By _____
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
Attorney for Plaintiffs RYAN CLAY and JEFFREY
RAQUEL

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION

**YOU ARE NOT BEING SUED
YOU MAY QUALIFY FOR AN INDIVIDUAL SETTLEMENT PAYMENT
PLEASE READ CAREFULLY**

Ryan Clay, individually, on behalf of all others similarly situated v. Conservice, LLC
Superior Court of the State of California, County of Santa Clara
Case Nos. 21CV387223 and 21CV391470

To: All non-exempt employees who have worked, or continue to work, for Conservice, LLC (“Conservice”) in California from April 3, 2017 through and including [Preliminary Approval Date] (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [DATE] to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuits. Under the terms of the proposed settlement, you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at Conservice in California between April 3, 2017 through [Preliminary Approval Date] (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. You are automatically included and eligible to receive a payment once the Court approves the settlement. Please alert the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment if you would like to retain the right to pursue your own individual claims against the Company. If you choose to opt-out, you must submit a Request for Exclusion by [DATE] (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [DATE] (see Section VI).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in two cases entitled *Ryan Clay, individually, on behalf of all others similarly situated v. Conservice, LLC and DOES 1-20, inclusive*, Santa Clara County Superior Court Case Nos. 21CV387223 and 21CV391470 (collectively, the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Conservice’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point during the Class Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Conservice as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. You should alert the Settlement Administrator, using the contact information provided herein, if you change your mailing address in the future.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On September 30, 2021, Plaintiff and Class Representative Ryan Clay, through his attorneys (“Class Counsel”), filed a class action complaint against Conservice for wage and hour violations on behalf of all current and former non-exempt employees who were employed by the Company in California at any time since April 3, 2017. Clay also filed, through his attorneys, a separate lawsuit seeking civil penalties under the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), on December 7, 2021. The complaints in the Lawsuit allege that Conservice violated various Labor Code sections by failing to pay wages for all hours worked including overtime wages, as well as failing to provide all required meal and rest breaks, failing to timely pay final wages, failing to provide accurate and complete wage statements, failing to pay sick pay at the correct rate, and failing to reimburse necessary business expenses.

Conservice denies these allegations and contends that it has done nothing wrong. Conservice denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Conservice, which expressly denies all liability.

The Court has not ruled on the merits of the claims alleged in the Lawsuit. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Lawsuit if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Conservice and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After an extensive provision of information to Class Counsel by Conservice, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

If you are still employed by Conservice, this Settlement will not affect your employment.

Conservice will not take any adverse action against any Class Member because of the Class Member's participation or decision not to participate in this Settlement.

III. Who are the attorneys?

Class Counsel:

Kashif Haque
Jessica Campbell
Kristy Connolly
Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: (949) 379-6250

IV. What are the terms of the Settlement?

On **[Preliminary Approval Date]**, the Court certified a class, for settlement purposes only, of all hourly employees employed by Conservice in California between April 3, 2017, through **[Preliminary Approval Date]** (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against Conservice.

Without admitting any wrongdoing, Conservice has agreed to pay One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, Settlement Administration Costs, and Class Representative Service Awards.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved **[Name of Settlement Admin]** to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of **[Amount]** will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency (“LWDA”). Fifty Thousand Dollars (\$50,000) of the Settlement Amount will be allocated to Plaintiffs’ claim under PAGA (the “PAGA Payment”). Of this amount, Seventy-Five Percent (75%) will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining Twenty-Five Percent (25%) will be included in the Net Settlement Amount to be divided between all Class Members who worked for Conservice during the PAGA Period, regardless of whether they opt-out of the settlement.

Service Awards to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives Ryan Clay and Jeff Raquel a Service Award in the amount of Ten Thousand Dollars (\$10,000) each to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also may receive shares of the Settlement as Class Members.

Attorneys’ Fees and Expenses. Class Counsel, Aegis Law Firm, PC, have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to thirty-five (35%) of the Settlement Amount (currently, up to Four Hundred Twenty Thousand Dollars (\$420,000) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to Thirty Thousand Dollars (\$30,000) for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately [REDACTED] Dollars (\$ [REDACTED]). A Class Member’s Individual Settlement Payment shall be calculated by dividing the number of eligible workweeks attributed to the Class Member during the Class Period by all Eligible Workweeks during the Class Period attributed to all members of the Settlement Class, multiplied by the portion of the Net Settlement Amount that is not attributable to the PAGA Payment. A Class Member who worked as an hourly employee for the Company in California between April 3, 2020 and [Preliminary Approval Date] (the “PAGA Period”) shall also receive a share of the PAGA Payment. The Class Member’s share of the PAGA Payment shall be proportionate to the number of eligible workweeks attributed to the Class Member during the PAGA Period divided by all eligible workweeks attributed to all Class Members during the PAGA Period, multiplied by Twenty-Five percent (25%) of the PAGA Payment. The individual settlement payment for a Class Member who opts out of the Settlement, and who was employed by the Company during the PAGA Period, shall consist solely of a share of the PAGA Payment. The share of such a Class Member shall be proportionate to the number of eligible workweeks attributed to the Class Member during the PAGA Period, divided by all eligible workweeks attributed to all Class Members during the PAGA Period, multiplied by Twenty-Five percent (25%) of the PAGA Payment.

For each Settlement Class Member, the weeks worked at Conservice during the Class Period will be calculated from Conservice’s records. Conservice’s records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period, and [PAGA WORKWEEKS] Workweeks during the PAGA Period. If you disagree with either of these numbers, you may submit

evidence to the Settlement Administrator on or before [REDACTED], with documentation to establish the number of weeks you claim to have actually worked for Conservice in California during the Class Period and/or the PAGA Period (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.**

Based on the above criteria, your estimated gross share of the Settlement is [REDACTED] [Amount].

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. In addition, if you (a) were employed during the PAGA Period, and (b) timely submitted a request for exclusion, you will still receive a proportionate share of the PAGA Payment.

If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be paid to Legal Aid at Work, who will serve as the *cy pres* recipient.

Allocation and Taxes. Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages and 80% allocated to penalties and interest. The PAGA Settlement Amount represents 100% penalties. Applicable taxes will be withheld from your payment.

The Settlement Administrator, Conservice and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Conservice from any and all claims that were alleged or reasonably could have been alleged based on the facts in Plaintiff's operative complaint during the Class Period. These claims include, but are not limited to: (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to permit rest breaks (5) failure to reimburse business expenses (6) failure to provide accurate itemized wage statements (7) failure to pay all wages due upon separation of employment; and (8) violation of Business and Professions Code §§ 17200, et seq. ("Released Claims").

Additionally, if you worked during the PAGA Period, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. You will not be able to pursue any claim on behalf of the State for such penalties.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive a settlement payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a settlement payment unless you choose to exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of weeks worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by Conservice and Conservice will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by submitting a written statement requesting exclusion from the Class and mail it to the Settlement Administrator at [ADDRESS]. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE].

Any person who files a timely Request for Exclusion, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments in connection with the release of the class action claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA period are nevertheless bound by the release of the PAGA claims. This means that even if a Class Member opts-out from the settlement, they will still be paid their allocation of the PAGA Settlement Amount, if any, and will remain bound by the release of the PAGA Released Claims regardless of their request to opt out.

- C. **Object to Settlement.** You may object to the proposed settlement in writing. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Clay v. Conservice, LLC*, Case Number 21CV387223), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113 or by contacting the court by email (complex@scscourt.org) or telephone (408-882-2286); (c) also be mailed to the Settlement Administrator and (d) be filed or postmarked on or before [DATE].

You may also appear at the Final Approval Hearing to make an oral objection remotely whether or not any notice of appearance has been provided. Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 3 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact

Class Counsel at least three days before the hearing is possible, so that potential technology or audibility issues can be avoided or minimized.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Conservice in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives on _____, at _____ a.m./p.m. in Department 1 of the Santa Clara County Superior Court, located at 191 N. 1st Street, San Jose, CA 95113.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://portal.scscourt.org/>, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator. You may also visit the website maintained by the Settlement Administrator at [[URL](#)].

PLEASE DO NOT TELEPHONE THE COURT OR CONSERVICE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED]. The deadline for mailing an objection to the Settlement Administrator is [REDACTED]. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**