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Attorneys for Plaintiff GABRIELLE BOYD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

GABRIELLE BOYD, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

BLUESTONE LANE HOLDINGS, LLC, a
Delaware limited liability company;
BLUESTONE LANE NY LLC, a New York
limited liability company; and DOES 1
through 50, Inclusive;

Defendants.

Case No: CGC-20-585787

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: April 26, 2022

Hearing Time: 9:30am

Department: 302

Trial Date: Not Set

Action Filed: July 28, 2020

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am an attorney at the Zakay Law Group, APLC and co-lead counsel of record for
3 Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings and history of the
4 matter. The following facts are within my own personal knowledge, and if called as a witness, I
5 could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff
7 GABRIELLE BOYD (“Plaintiff”) for an order: (1) preliminarily approving the proposed settlement
8 of the Action with Defendants Bluestone Lane Holdings LLC and Bluestone Lane NY LLC.
9 (“Defendants”); (2) approving the form and method for providing class-wide notice; (3) directing
10 that notice of the proposed settlement be given to the class; and (4) scheduling a final approval
11 hearing date to consider Plaintiff’s motion for final approval of the settlement and entry of the
12 Judgment, and Plaintiff’s motion for approval of attorneys’ fees and litigation expenses. Attached
13 hereto as Exhibit #1 is a copy of the fully executed Stipulation of Class Action and PAGA
14 Settlement (the “Agreement”) along with exhibits thereto. This Declaration incorporates by
15 reference the definitions in the Agreement, and all terms defined therein shall have the same
16 meaning as set forth in the Agreement.

17 A. Fairness of Settlement

18 3. As consideration for this Settlement, the total amount to be paid by Defendants is
19 Two Hundred Sixty Thousand Dollars (\$260,000) (the “Gross Settlement Amount”). The Gross
20 Settlement amount will settle all issues pending in this litigation between the Plaintiff and the Class,
21 on the one hand, and the Defendants, on the other hand, including: Individual Settlement Payments,
22 the Class Representative Service Award, the Class Counsel Award, Class Counsel Litigation
23 Expenses Payment, PAGA settlement, and the Settlement Administration costs. The Gross
24 Settlement Amount does not include Defendants’ share of payroll taxes. The Settlement is all-in
25 with no reversion to Defendants and no need to submit a claim form.

26 4. The relief provided in the Settlement will benefit all members of the Class who do
27 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or
28 segments of the Class in any way. Each Participating Class Member will be entitled to a cash

1 payment based on the plan of allocation described herein. Each Participating Class Member's
2 Individual Settlement Payment will be determined based upon the weeks worked by that employee
3 during the prescribed Class Period.

4 5. On October 4, 2021, the parties participated in a full day mediation before Steve
5 Serratore, Esq., a well-respected wage and hour class action mediator. The mediation concluded
6 without settlement, but following the mediation, the Parties, represented by its respective counsel,
7 reached a settlement based on Mr. Serratore's mediator's proposal. The parties then prepared the
8 full Agreement, which was signed by all counsel and the parties and is now presented to this Court
9 for preliminary approval. The Settlement is fair, reasonable, and adequate, and should be
10 preliminarily approved. Therefore, Plaintiff respectfully requests that this Court grant preliminary
11 approval of the Agreement and enter the proposed order submitted herewith

12 6. The calculations to compensate for the amount due for the nonpayment of wages at
13 the time this Settlement was negotiated were calculated by Berger Consulting Group, Plaintiff's
14 damage expert. For the Class, Plaintiff determined that Defendants were subject to maximum
15 liability for damages in the amount of \$963,778 consisting of \$111,276 for unpaid wages, \$659,802
16 for rest break violations and \$192,700 for meal break violations. In addition, Plaintiff's expert
17 calculated \$1,388,582 in waiting time penalties and \$761,350 for wage statement penalties.¹
18 Finally, Plaintiff's expert calculated that Defendant could be liable for PAGA penalties in an

19 ¹ While Plaintiff alleged claims for statutory penalties, he recognizes that this claim is subject to
20 various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and
21 various PAGA penalties are also subject to a good faith defense as to whether any premium wages
22 for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the
23 Class were properly compensated. *See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL
24 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on
25 claim for failure to provide accurate itemized wage statements "because a good faith dispute exists...
26 [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226]
27 statements"); *see also Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is
28 no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
and when the wages were due."). Additionally, there is serious doubt as to whether violations of
the meal/rest period regulations, which require payment of a "premium wage" for each improper
meal period, give rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China Bistro,
Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App.
5th 1308, 1336 (2018). This issue was decided in *Naranjo v. Spectrum Sec. Servs., Inc.*, 40 Cal.
App. 5th 444, 474, (Ct. App. 2019), which held that actions for meal break and rest break premiums
"do not entitle employees to pursue the derivative penalties in sections 203 and 226."

1 amount of \$5,210,600.² Consequently, the Settlement of \$260,000 represents approximately 27%
2 of the maximum estimated *damages*, and 8.3% of the maximum combination of damages and
3 penalties to the Class, assuming all of these amounts could be proved at trial. Given the amount of
4 the Settlement as compared to the potential value of claims in this case, the Settlement is fair and
5 reasonable. Clearly, the goal of this litigation to provide compensation to Class Members for unpaid
6 time and for allegedly missed meal and rest breaks has been met.

7 B. Procedural History of the Litigation

8 7. On July 28, 2020, Plaintiff Gabrielle Boyd filed a Complaint against Defendants in
9 the Superior Court of the State of California, County of San Francisco. The Complaint alleged
10 claims for (1) unfair competition in violation of Cal. Business & Professions Code §§ 17200, et
11 seq.; (2) failure to pay overtime compensation in violation of Labor Code §§ 510, et seq.; (3) failure
12 to pay minimum wages in violation of Labor Code §§ 1194, 1197, & 1197.1; (4) failure to provide
13 required meal periods in violation of Labor Code §§ 226.7 & 512 and the applicable IWC wage
14 order; (5) failure to provide required rest periods in violation of Labor Code §§ 226.7 & 512 and
15 the applicable IWC wage order; (6) failure to provide accurate itemized statements in violation of
16 Labor Code §226; (7) failure to timely pay wages in violation of Labor Code §203; and (8) failure
17 to provide gratuities in violation of Labor Code § 351.

18 8. On July 2, 2021, Plaintiff filed a First Amended Complaint adding a claim under the
19 Private Attorney General Act, California Labor Code §§ 2689 et seq. (“PAGA”).

20 9. Plaintiff seeks to represent a putative class of non-exempt employees who worked
21 for Defendants in California. The Action generally alleges that Plaintiff and other non-exempt

22 ² Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by
23 Defendant, including that Class Members may not be able to recover subsequent penalties until, at
24 a minimum, Plaintiff provided PAGA notice. *See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157,
25 1209 (2008) (“Until the employer has been notified that it is violating a Labor Code provision
26 (whether or not the commissioner or court chooses to impose penalties), the employer cannot be
27 presumed to be aware that its continuing underpayment of employees is a “violation” subject to
28 penalties.”). In addition, Plaintiff recognizes that PAGA claims bear some risk. *See Carrington v.*
Starbucks Corp., 30 Cal. App. 5th 504 (2018). In *Carrington*, while the plaintiff prevailed on his
PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing
the employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after
Plaintiff actually prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

1 employees of Defendants were not properly paid wages, including overtime compensation and tips,
2 and that meal and rest breaks were not provided in accordance with California law. The Action
3 seeks unpaid wages, penalties, civil penalties, attorneys' fees, litigation costs, and any other
4 equitable or legal relief allegedly due and owing to Plaintiff and the other Class Members by virtue
5 of the foregoing claims.

6 10. Prior to mediation, the Parties engaged in investigation and the exchange of
7 documents and information in connection with the Action. As part of this process, Defendants
8 provided documents and information to Class Counsel to review and analyze. On October 4, 2021,
9 the parties participated in an all-day mediation presided over by Steve Serratore, Esq., a well-
10 respected wage and hour class action mediator. The mediation concluded without settlement, but
11 following the mediation, the Parties, represented by its respective counsel, reached a settlement
12 based on Mr. Serratore's mediator's proposal. The Parties then prepared the full Agreement which
13 was signed by the Parties and is now presented to this Court for preliminary approval.

14 11. Accordingly, for purposes of this Settlement, the "Class" or "Class Members" are
15 defined as all current and former non-exempt California employees employed by Defendants during
16 the Class Period. (Agreement at ¶I(G)). The Class Period is the period of time from April 6, 2016
17 to December 3, 2021. (Agreement at ¶I(H)).

18 12. Although a settlement has been reached, Defendants deny any liability or
19 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
20 any purpose other than settlement, the Action is appropriate for class treatment. Defendants
21 contend, among other things, that they have correctly compensated the Class Members and
22 complied at all times with the California Labor Code, and the applicable Wage Orders. Further,
23 Defendants contend that class certification would be inappropriate for any reason other than for
24 settlement.

25 13. Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff
26 further contends that the Action is appropriate for class certification on the basis that the Plaintiff's
27 claims meet the requisites for class certification. Without admitting that class certification is proper,
28 Defendants have stipulated that the above Class may be certified for settlement purposes only.

1 (Agreement at ¶III(F)). The Parties agree that certification for settlement purposes is not an
2 admission that class certification would be proper if the class certification issues were litigated.
3 Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class
4 could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate
5 and agree that the requisites for establishing class certification with respect to the Class, as defined
6 above, are satisfied.

7 14. Class Counsel has conducted a thorough investigation into the facts of the class
8 action. Class Counsel has diligently evaluated the Class Members' claims against Defendants.
9 Class Counsel reviewed the production of documents from the Defendants. Class Counsel
10 conducted extensive review of time records and data with the assistance of an expert. Prior to the
11 settlement negotiations, counsel for Defendants provided Class Counsel with access to the
12 necessary data and information for the Class. Based on the foregoing data and their own
13 independent investigation, evaluation and experience, Class Counsel believes that the settlement
14 with Defendants on the terms set forth in the Agreement is fair, reasonable, and adequate and are in
15 the best interest of the Class in light of all known facts and circumstances, including the risk of
16 significant delay, the defenses asserted by Defendants, and potential appellate issues.

17 C. Settlement Terms and Plan of Allocation

18 15. The Gross Settlement Amount to be paid by Defendants is Two Hundred Sixty
19 Thousand Dollars (\$260,000). (Agreement at ¶II(O)). Under the Settlement, the Gross Settlement
20 Amount consists of the following elements: (1) Individual Settlement Payments, (2) the Class
21 Representative Service Award, (3) the Class Counsel Award, (4) PAGA Settlement, and (5) the
22 Settlement Administration Costs. (Agreement at ¶II(O)). The Gross Settlement Amount does not
23 include Defendants' share of payroll taxes. (Agreement at ¶II(O)). The Gross Settlement Amount
24 shall be all-in with no reversion to Defendants (Agreement at ¶III(A)).

25 16. Upon final approval and the Judgment becoming Final, Defendants shall pay, via
26 wire transfer, the Gross Settlement Amount to the Settlement Administrator on the Funding Date.
27 (Agreement at ¶III(A)(3)). The Settlement Administrator shall then mail the Individual Settlement
28

1 Payments and Aggrieved Employee Payments within 15 days of the Funding Date. (Agreement at
2 ¶III(L)(7)).

3 17. The Net Settlement Amount shall equal the net amount available for Settlement
4 shares to Settlement Class Members from the Gross Settlement Amount after deducting the Court-
5 approved amounts for the Class Representative Service Award, the Class Counsel Award, the
6 PAGA Settlement, and the Settlement Administration Costs. (Agreement at ¶I(Q)). The Settlement
7 Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating
8 Class Member. (Agreement at ¶III(J)). The Settlement Share for each Settlement Class Member
9 will be calculated by (a) dividing the respective Workweeks for each Class Member by the total
10 Workweeks for all Class Members, and (b) multiplying the result by the Net Settlement Amount.
11 (Agreement at ¶III(L)(1)). The entire Net Settlement Fund shall be distributed.

12 18. Class Members will have 45 days after the mailing of the Class Notice to exclude
13 themselves or submit written objections. (Agreement at ¶III(K)(7)). Class Members may choose to
14 opt-out of the Settlement by following the directions in the Notice Packet. (Agreement at ¶III(K)(7)
15 and Ex. A). All Class Members who do not “opt out” will be deemed Settlement Class Members
16 who will be bound by the Settlement and will be entitled to receive a settlement payment.
17 (Agreement at ¶III(K)(7)). Finally, the Notice Packet will advise the Class Members of their right
18 to object to the Settlement (Agreement at ¶III(K)(8) and Ex. A).

19 19. If a check is not cashed within 90 days, the Settlement Administrator will send the
20 Settlement Class Member and/or Aggrieved Employee a letter informing him or her that unless the
21 check is cashed in the next 90 days, it will expire and become non-negotiable, and offer to replace
22 the check if it was lost or misplaced but not cashed. Any settlement checks not cashed within 180
23 days will be voided and the Participating Class Member and/or Aggrieved Employee will remain
24 bound by the Settlement. The funds from any such uncashed checks will then be reallocated and
25 redistributed by the Settlement Administrator to those Participating Class Members and/or
26 Aggrieved Employees who cashed their Settlement Share checks through a second distribution
27 using the same allocation as the first distribution. (Agreement at ¶III(L)(8)).
28

1 20. The Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator
2 for the Settlement (Agreement at ¶I(GG)). Payment of the expenses of the Settlement Administrator
3 from the Gross Settlement Fund shall be made for the expenses of effectuating and administering
4 the Settlement. The Settlement Administrator shall receive payment for services in an amount not
5 to exceed \$11,000. (Agreement at ¶III(L)(12)). (*Id.* at ¶ 36.)

6 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
7 a sum not to exceed 33% of the Gross Settlement Amount as their Class Counsel Fees Payment
8 which is currently estimated to be \$86,667.67. (Agreement at ¶III(L)(10)). Class Counsel will also
9 be allowed to apply separately for an award of litigation expenses in an amount not to exceed
10 \$25,000. (Agreement at ¶III(L)(10)). In support of this request, Class Counsel will provide
11 evidentiary support, including lodestar. Subject to Court approval, the Agreement provides for
12 payment of Class Representative Service Award of no more than \$7,500 for the Plaintiff, or such
13 lesser amount as may be approved by the Court at final approval. (Agreement at ¶III(L)(9)).
14 Defendants do not oppose a motion for approval of attorneys' fees, costs and service awards
15 consistent with the Agreement.

16 22. Subject to Court approval, \$10,000 will be paid from the Gross Settlement Amount
17 for settlement of civil penalties under PAGA, Labor Code Section 2698 *et seq.* (Agreement at
18 ¶III(L)(11)). Pursuant to the requirements of Labor Code §2699(i) the PAGA Payment shall be
19 allocated \$7,500 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of
20 civil penalties and \$2,500 to the Net Settlement Amount for distribution to the Aggrieved
21 Employees. (Agreement at ¶III(B)(3)).

22 D. Risks of Continued Litigation and Standards for Approval

23 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
24 and trying the Action against Defendants through possible appeals which could take several years.
25 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
26 complex actions such as the Action. Class Counsel is also mindful of, and recognize the inherent
27 problems of proof under, and asserted defenses to, the claims asserted in the Action. Based upon
28

1 their evaluation, Plaintiff and Class Counsel have determined that the settlement set forth in the
2 Agreement is in the best interest of the Class Members.

3 24. Here, a number of defenses asserted by Defendants presented serious threats to the
4 claims of Plaintiff and the other Class Members. Defendants asserted that their employment
5 practices complied with all applicable Labor Laws. Defendants could also argue that the Supreme
6 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims,
7 on liability, value, and class certifiability as to the meal period claim, rest period claim, off-the-
8 clock claims, and any claims derivative thereto. If successful, Defendants' defenses could eliminate
9 or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could
10 be overcome, Defendants maintain that these defenses have merit and therefore present a serious
11 risk to recovery for the Class.

12 25. There was also a significant risk that, if the Action was not settled, Plaintiff would
13 be unable to obtain class certification and thereby not recover on behalf of any employee other than
14 herself. Defendants argued that the individual experience of each employee varied with respect to
15 the alleged claims. While other cases have approved class certification of wage and hour claims,
16 class certification in this action would have been hotly disputed and was by no means a foregone
17 conclusion. Finally, even if class certification was successful, as demonstrated by the California
18 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
19 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

20 26. This Settlement is therefore entitled to preliminary approval. Were this case to go
21 to trial, the Plaintiff and other Class Members would need to prove to the satisfaction of the Court,
22 among other things, that wages, premiums, and other damages were owed on a class-wide basis.
23 This was and is a substantial risk, and the Parties, after arm's-length negotiations between
24 experienced and informed counsel, recognized the potential risks and agreed on the settlement.

25 27. Plaintiff will apply to the Court for a service payment in consideration for her service
26 and for the risks undertaken on behalf of the Class. (Agreement at ¶III(L)(9)). Plaintiff performed
27 her duties admirably by working with Class Counsel. The requested Plaintiff's service award is
28 well within the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v.*

1 *Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
2 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
3 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
4 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
5 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
6 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
7 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
8 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
9 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service
10 awards are routinely awarded to class representatives to compensate the employees for the time and
11 effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
12 therefrom, and to serve as an incentive to vindicate the statutory rights of all employees. (2007 WL
13 221862 at *16-17.)

14 28. The stage of the proceedings at which this settlement was reached also militates in
15 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel has
16 conducted a thorough investigation into the facts of the class action. Class Counsel began
17 investigating the Class Members' claims before this action was filed. Class Counsel performed
18 significant review and analysis of Defendants' documents. Class Counsel engaged in a thorough
19 research and analysis of the relevant claims and data with the assistance of an expert. Class Counsel
20 was also experienced with the claims at issue here, as Class Counsel previously litigated and settled
21 similar claims in numerous other actions. Accordingly, the agreement to settle did not occur until
22 Class Counsel possessed sufficient information to make an informed judgment regarding the
23 likelihood of success on the merits and results that could be obtained through further litigation.

24 29. Based on the foregoing data and their own independent investigation and evaluation,
25 Class Counsel is of the opinion that the settlement with Defendants for the terms set forth in the
26 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
27 known facts and circumstances, including the risk of significant delay, defenses asserted by
28 Defendants, and numerous potential appellate issues. There can be no doubt that Counsel for both

1 parties possessed sufficient information to make an informed judgment regarding the likelihood of
2 success on the merits and the results that could be obtained through further litigation.

3 E. Class Certification Issues

4 30. Plaintiff contends that the proposed settlement meets all the requirements for class
5 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
6 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
7 should conditionally certify the Class for settlement purposes only, defined as follows:

8 The California Class:

9 All current and former non-exempt California employees employed by Defendants during
10 the Class Period.

11 The Class Period is the period from April 6, 2016 to December 3, 2021. (Agreement at
12 ¶I(H)). The Parties estimate that there are 562 Class Members who collectively worked 14,000
13 workweeks.

14 a. **Numerosity** – Here, the approximately 562 current and former non-exempt
15 employees that comprise the Class can be identified based on Defendants’
16 records and are sufficiently numerous for class certification. All of these
17 employees are ascertainable because the class members can readily be
18 determined through examination of Defendant’s employment files. Given that
19 the classes consist of approximately 65 members, numerosity is easily satisfied.
20 (*See Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members
21 sufficiently numerous); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934
22 (1981) (class of 48 members satisfies numerosity requirement.)). Moreover, the
23 current and former employees that comprise the Class can be identified based on
24 Defendant’s records and are sufficiently numerous for class certification.

25 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
26 of law and fact are present, and specifically the common questions of whether
27 Defendants’ employment practices were lawful, whether Defendants failed to
28 pay all wages, whether Defendants failed to properly provide and/or pay for meal

1 and rest periods, and whether the Class is entitled to compensation and related
2 penalties.

3 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
4 is fully satisfied. The Plaintiff, like every other member of the Class, was
5 employed by Defendants and is a member of the Class. Plaintiff was subject to
6 the same employment practices concerning payment of wages and meal and rest
7 periods. Thus, the claims of the Plaintiff and the Class Members arise from the
8 same course of conduct by the Defendants, involve the same employment
9 policies, and are based on the same legal theories.

10 d. **Adequacy** – The Class Members are adequately represented because Plaintiff
11 and Class Counsel (a) do not have any conflicts of interest with other class
12 members, and (b) will prosecute the case vigorously on behalf of the class. (See
13 *Hanlon*, 150 F.3d at 1020). First, Plaintiff is well aware of her duties as the
14 representative of the Class and has actively participated in the prosecution of this
15 case to date. She effectively communicated with counsel, provided documents
16 to counsel, and participated in discovery, investigation, and negotiations in the
17 Action. Second, Plaintiff retained competent counsel who are experienced in
18 employment class actions. Third, there is no antagonism between the interests
19 of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members
20 seek monetary relief under the same set of facts and legal theories

21 31. Class Counsel are experienced in prosecuting class action lawsuits and can
22 competently represent the Class. Attorneys from Class Counsel's firms have extensive class
23 litigation experience, handling a number of class action and complex commercial cases and have
24 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
25 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
26 and other lawsuits involving complex issues of law and fact. Class Counsel have collectively been
27 involved as class counsel in over two hundred class action matters, including many wage and hour
28 class actions. Class Counsel has been found to be adequate counsel by the courts throughout

1 California. A true and correct copy of the resumes of the firms comprising Class Counsel are
2 attached hereto as Exhibit #2. Thus, the adequacy requirement is satisfied.

3 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
4 respective counsel and to be approved by the Court, includes all relevant information (See Exhibit
5 A to the Agreement). The Class Notice will include, among other information: (i) information
6 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
7 information to the Class Members regarding how to opt out and how to object to the Settlement;
8 (iv) the estimated settlement payment for each of the Class Members; (v) the amount of attorneys'
9 fees and litigation expenses to be sought; (vi) the amount of the Plaintiff's service award request;
10 (vii) the amount being paid to the LWDA; and (viii) the administration fees to be paid to the
11 Settlement Administrator. The Class Notice documents will state that the Class Members shall have
12 forty-five (45) days from the date that the Class Notice is mailed to them to request exclusion or to
13 submit an objection. (Agreement at ¶III(K)(7)). The Class Members will be given an opportunity
14 to object to the terms of the Agreement and/or the request for attorneys' fees and costs and to
15 participate at the final approval hearing, in accordance with the instructions set forth in the Class
16 Notice. (Agreement at ¶III(K)(8)). Class Members who do not opt out will automatically receive a
17 settlement payment. (Agreement at ¶III(K)(7)). This notice program was designed to meaningfully
18 reach the Class Members and advises them of all pertinent information concerning the settlement.
19 The mailing and distribution of the Class Notice satisfies the requirements of due process and is the
20 best notice practicable under the circumstances and constitutes due and sufficient notice to all
21 persons entitled thereto. The Class Notice provides information on the terms and provisions of the
22 settlement; the benefits that the settlement provides for Class Members; the date, time, and place of
23 the final settlement approval hearing; and the procedure and deadline for submitting comments,
24 objections, and requests for exclusion. The Class Notice complies with Rules of Court 3.766 and
25 3.769(f).

26 F. Additional Issues

27 33. **Average Class Member Payment** – Should the Court approve the above
28 distributions, the Net Settlement Amount is estimated to be \$119,833.33, which means that the

1 average payment to Participating Class Members is approximately \$213.23 to California Class
2 Members.

3 34. **Division of Fees between Class Counsel** - In accordance with California Rules of
4 Court, rule 3.769, I make the following disclosure. The attorneys' fees awarded shall be allocated
5 as follows: 50% to Zakay Law Group, APC and 50% to the JCL Law Firm, APC. Plaintiff confirmed
6 his approval of the fee splitting in writing in the settlement agreement, and counsel for Plaintiff
7 explained this fee split to Plaintiff at the time of the execution.

8 35. **Release of PAGA Claims and Calculation of PAGA Penalties** – The release of
9 the PAGA claims releases only the claims alleged in the operative complaint and Plaintiff's notice
10 letter to the LWDA. However, non-participating class members who opt out of the settlement will
11 remain bound by the PAGA release, and will release their claims for PAGA penalties. (See
12 Settlement Agreement). PAGA penalties will be separately calculated and separately allocated to
13 the Aggrieved Employees.

14 36. **National Change of Address** – The Settlement Administrator will perform a search
15 based on the National Change of Address Database for information to update and correct for any
16 known or identifiable address changes under the Agreement.

17 37. **Information Received** – In this case, Plaintiff received all of the information needed
18 to evaluate the claims being settled. The following is a summary of the relevant documents
19 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 20 a. Significant sample data showing the employees, their employment dates, their
21 time sheets, hourly rates, and their wages.
- 22 b. Significant sample data concerning recorded meal periods.
- 23 c. Defendant's Employee Handbook for the relevant time period, which outlined
24 the wage and hour policies of Defendant.
- 25 d. Employee file of Plaintiff.
- 26 e. Samples of wage statements provided by Defendant to employees.
- 27 f. Significant sample of payroll data.
- 28 g. Significant sample of time records.

1 h. Hiring and termination forms used by Defendant for employees.

2 38. **Valuation of Damages** – For the Class, Plaintiff determined that Defendants were
3 subject to maximum liability for damages in the amount of \$963,778 consisting of \$111,276 for
4 unpaid wages, \$659,802 for rest break violations and \$192,700 for meal break violations. In
5 addition, Plaintiff's expert calculated \$1,388,582 in waiting time penalties and \$761,350 for wage
6 statement penalties. Finally, Plaintiff's expert calculated that Defendant could be liable for PAGA
7 penalties in an amount of \$5,210,600. Consequently, the Settlement of \$260,000 represents
8 approximately 27% of the maximum estimated *damages*, and 8.3% of the maximum combination
9 of damages and penalties to the Class, assuming all of these amounts could be proved at trial. Given
10 the amount of the Settlement as compared to the potential value of claims in this case, the Settlement
11 is fair and reasonable. Clearly, the goal of this litigation to provide compensation to Class Members
12 for unpaid time and for allegedly missed meal and rest breaks has been met.

13 a. **Unpaid Wages** - The allegation of unpaid wages in this case is based on a theory
14 that Defendant occasionally required Plaintiff and other employees to work off-the-
15 clock during what was supposed to be their duty-free meal periods. According to
16 the data received and assumptions made based on conversations with the Plaintiff,
17 the potential damages were estimated to be \$111,276.

18 a. **Meal and Rest Period Damages** – Meal and rest break premiums were calculated
19 as 1 hour of wages for each violation. Plaintiff calculated the potential value of the
20 meal and rest break damages to be \$956,338. The allegation of unpaid meal break
21 and rest break premiums in this case is based on a theory that Class Members were
22 unable to take a compliant break on a consistent basis. Defendant presented
23 significant defenses to this claim, as discussed in detail above.

24 b. **Waiting Time Penalties** - Waiting time penalties were calculated for an
25 approximate 438 terminated employees during the Class Period. Plaintiff calculated
26 the potential maximum waiting time penalties to be \$1,388,582.

27 c. **Wage Statement Penalties** - Wage statement penalties were calculated pursuant to
28 California Labor Code Section 226(e) as \$50 per employee per pay period with a

violation, subject to a \$4,000 maximum penalty per employee. The result was an estimated maximum wage statement penalty claim in the amount of \$761,350. It is important to note that the California Court of Appeals in *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018), recently held that liability under Section 226 cannot be derivative. In other words, the court held that Plaintiff cannot recover penalties under Section 226 based on Plaintiff's allegations that the Defendant violated other Labor Code sections that affected the accuracy of the wage statements. Because Plaintiff's Section 226 claim here is partly based on Defendant's meal break and rest break violations, and Defendant's failure to include the meal and rest break premiums on the Class Members' wage statements, Plaintiff's claim could be construed as derivative. It is possible that Plaintiff's claim would be subject to the *Maldonado* decision, resulting in a significant reduction in its value.

d. PAGA Penalties - PAGA penalty calculations are highly variable. Class Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were awarded at the full statutory rate. Rather, PAGA judgments have typically decreased the amount of the per violation penalty to a fraction of the statutory amount. Without reducing or mitigating the PAGA penalties, Plaintiff calculated that the potential PAGA penalties at the maximum rate of \$5,210,600. These PAGA penalty amounts were duplicative and were likely not awardable at the maximum rate. In addition to the defenses presented by Defendant, as detailed above, there is another basis for concluding that the Settlement is reasonable even with PAGA penalties in this amount. Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement

1 in the 15-year history of PAGA. So, while PAGA penalty figures may be inflated
2 to significant numbers, realistic settlements of PAGA claims result in a settlement
3 amount of less than 1% of the PAGA liability.

4 39. **Compliance with Labor Code §§2689.** On March 30, 2022, the LWDA was
5 provided notice of this motion and the PAGA settlement. (See Exhibit 3).

6
7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed this 30th day of March 2022, at San Diego, California.

9
10
11 By:  _____

12 Shani O. Zakay
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EXHIBIT 1

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ATTORNEYS FOR BLUESTONE LANE HOLDINGS LLC
(ERRONEOUSLY SUED AS BLUESTONE LANE HOLDINGS, LLC)
AND BLUESTONE LANE NY LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

GABRIELLE BOYD, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

PLAINTIFF,

vs.

BLUESTONE LANE HOLDINGS, LLC, a
Delaware limited liability company;
BLUESTONE LANE NY LLC, a New York
limited liability company; and DOES 1
through 50, Inclusive;

DEFENDANTS.

Case No. CGC-20-585787

[Action Filed 07/28/2020]

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

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff GABRIELLE BOYD (hereinafter "Plaintiff"), individually and on behalf of the
3 Settlement Class, and Defendants BLUESTONE LANE HOLDINGS LLC (erroneously sued as
4 Bluestone Lane Holdings, LLC) and BLUESTONE LANE NY LLC (hereinafter "Defendants"):

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the putative class action lawsuit designated *Boyd v. Bluestone*
7 *Lane Holdings, LLC, et al.*, San Francisco County Superior Court, Case No. CGC-
8 20-585787, filed July 28, 2020.
- 9 B. "Aggrieved Employees" shall mean all current and former non-exempt employees
10 employed by Defendants in California during the PAGA Period.
- 11 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
12 Class Action and Release of Claims.
- 13 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
14 Shani Zakay of Zakay Law Group, APLC.
- 15 E. "Class Counsel Award" means the award of fees and expenses that the Court
16 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
17 and the Settlement Class in the Action, consisting of attorneys' fees up to one-third
18 of the Gross Settlement Sum (currently estimated to be \$86,666.67 out of
19 \$260,000.00) and costs of up to \$25,000.00. The Class Counsel Award shall be
20 deducted from the Gross Settlement Sum. Class Counsel's award for attorneys' fees
21 will be divided between Class Counsel (50% to JCL Law Firm APC and 50% to
22 Zakay Law Group, APLC).
- 23 F. "Class Data" means information regarding Class Members that Defendants will in
24 good faith compile from their records and provide to the Settlement Administrator,
25 subject to a protective order governing the disclosure of confidential information and
26 entered by the Court. It shall be formatted as a Microsoft Excel spreadsheet and shall
27 include: each Class Member's full name; last known address; Social Security
28 Number; number of Workweeks; and, if applicable, number of PAGA Workweeks.

- 1 G. "Class Members" or the "Class" means all current and former non-exempt California
2 employees employed by Defendants during the Class Period.
- 3 H. "Class Period" means the period from April 6, 2016 to December 3, 2021.
- 4 I. "Class Representative Service Award" means the amount that the Court authorizes to
5 be paid to the Class Representative and not to exceed \$7,500.00, in recognition of her
6 efforts and risks in assisting with the prosecution of the Action and in exchange for
7 executing a General Release and waiver consistent with California Civil Code Section
8 1542.
- 9 J. "Class Representative" shall mean plaintiff GABRIELLE BOYD.
- 10 K. "Court" means the Superior Court for the State of California, County of San Francisco
11 currently presiding over the PAGA Action.
- 12 L. "Defendants" shall mean BLUESTONE LANE HOLDINGS LLC a Delaware
13 Limited Liability Company and BLUESTONE LANE NY LLC, a New York Limited
14 Liability Company.
- 15 M. "Effective Date" means the date, following entry by the Court of an order and
16 judgment finally approving this Settlement, upon which one of the following have
17 occurred: (i) if no objection is filed to the settlement and no objector appears at the
18 hearing on final approval, the date of the Court's entry of the order granting final
19 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
20 hearing on final approval, then the later of the following: (a) the expiration of all
21 potential appeal periods without a filing of a notice of appeal of the final approval
22 order or judgment; (b) final affirmance of the final approval order and judgment by
23 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
24 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
25 the final approval order and judgment is no longer subject to further judicial review.
- 26 N. "Funding Date" shall mean thirty (30) days after the Effective Date and is the date
27 Defendants transfer the Gross Settlement Sum into the QSF in accord with the terms
28 of this Agreement.

- 1 O. "Gross Settlement Sum" means Two Hundred Sixty Thousand Dollars (\$260,000.00)
2 that Defendants must pay into the QSF in connection with this Settlement, inclusive
3 of the sum of the Individual Settlement Payments, the Class Representative Service
4 Award, the Class Counsel Award, PAGA Settlement and the Settlement
5 Administration Costs and *exclusive* of the employer's share of payroll tax, if any,
6 triggered by any payment under this Settlement.
- 7 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 Aggrieved Employees pursuant to PAGA.
- 10 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Sum, less Class
11 Counsel Award, Class Representative Service Award, PAGA Settlement, and
12 Settlement Administration Costs.
- 13 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
14 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
17 Labor Code §§ 2698 *et seq.*
- 18 T. "PAGA Workweeks", for purposes of calculating the distribution of the Aggrieved
19 Employee Payment, as defined herein, Section III.L.10, means the number of weeks
20 of employment during the PAGA Period that each Aggrieved Employee worked in
21 California for Defendants.
- 22 U. "PAGA Payment Ratio" means the respective PAGA Workweeks for each Aggrieved
23 Employee divided by the sum total of the PAGA Workweeks for all Aggrieved
24 Employees.
- 25 V. "PAGA Period" means the period of July 26, 2019 to December 3, 2021 (the "PAGA
26 Period").
- 27 W. "PAGA Settlement" shall mean an amount up to Ten Thousand Dollars (\$10,000), to
28 be allocated from the Gross Settlement Sum.

- 1 X. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
2 Plaintiff or Defendants, individually.
- 3 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
4 by the sum total of the Workweeks for all Class Members.
- 5 Z. "Plaintiff" shall mean GABRIELLE BOYD.
- 6 AA. "QSF" means the Qualified Settlement Fund established, designated, and maintained
7 by the Settlement Administrator to fund the Gross Settlement Sum.
- 8 BB. "Released Class Claims" means any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorneys' fees, damages or causes of action
10 of any nature and description whatsoever, at law or in equity, whether under federal,
11 state, and/or local law, statute, ordinance, regulation, common law, or other source of
12 law, which Plaintiff asserted in the Action or could have asserted based on the facts
13 alleged in the operative complaint, against the Released Persons including, without
14 limitation, California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5,
15 218.6, 226, 226.3, 226.7, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
16 1197.14, 1198, 1199, California Labor Code section 2698, *et seq.*, the applicable
17 industrial welfare commission wage order(s), the California Unfair Competition Law
18 and California Business & Professions Code sections 17200, *et seq.* with respect only
19 to claims arising from violations of the California Labor Code released herein, the
20 Fair Labor Standards Act (29 U.S.C. sections 201, *et seq.*) with respect only to claims
21 arising from violations of the California Labor Code released herein, or any other
22 claims in law or equity, to the extent the claims, causes of action, damages, restitution,
23 penalties, and other relief arose out of the following causes of action for (1) Unfair
24 Competition in Violation of Cal. Bus. & Prof. Code sections 17200, *et seq.*, with
25 respect only to claims arising from violations of the California Labor Code released
26 herein (2) Failure to pay overtime in violation of Labor Code sections 510, *et seq.*, (3)
27 Failure to pay minimum wages in violation of Labor Code sections 1194, 1197, and
28 1197.1, (4) Failure to provide required meal periods in violation of Labor Code

1 sections 226.7 and 512 and the applicable IWC wage order, (5) Failure to provide
2 required rest periods in violation of Labor Code sections 226.7 and 512 and the
3 applicable IWC wage order, (6) Failure to provide accurate itemized statements in
4 violation of Labor Code section 226, (7) Failure to pay wages when due in violation
5 of Labor Code sections 201, 202, and 203, and (8) Failure to provide gratuities in
6 violation of Labor Code section 351, but expressly excluding any and all claims for
7 violations of the Private Attorney General Act, which are being separately released
8 hereinbelow. In addition to the above, the Class Representative shall agree to the
9 additional following general release of all claims, known or unknown, as follows:

10 (a) Class Representative releases Defendants and all additional Released
11 Parties from all claims, demands, rights, liabilities and causes of action of
12 every nature and description whatsoever, known or unknown, asserted or
13 that might have been asserted, whether in tort, contract, or for violations of
14 any state or federal statute, rule or regulation arising out of, relating to, or
15 in connection with any act or omission by or on the part of any of the
16 Defendants based on any transaction or occurrence that took place at any
17 time prior to the date upon which this Settlement becomes effective.

18 (b) Class Representative stipulates and agrees upon the Effective Date, Class
19 Representative shall be deemed to have, expressly waived and
20 relinquished, to the fullest extent permitted by law, the provisions, rights
21 and benefits of section 1542 of the California Civil Code, which provides:
22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
23 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
24 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
25 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
26 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
27 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

28 (c) Accordingly, if the facts relating in any manner to this Settlement are found

hereafter to be other than or different from the facts now believed to be true, the Class Representative's release of claims contained herein, Section I.BB.a - .b, shall be effective as to all unknown claims.

CC. "Released PAGA Claims" mean any and all claims for PAGA penalties asserted in the Action and in Plaintiff's Notice of Violations to the LWDA, dated July 26, 2020.

DD. "Released Parties" shall mean Defendants Bluestone Lane Holdings LLC and Bluestone Lane NY LLC and their respective agents, attorneys, insurers, past, present and future divisions, members, affiliates, predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.

EE. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

FF. "Settlement" means the disposition of the Action pursuant to this Agreement.

GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates, and maintains, as a non-interest bearing QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Sum is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants.

HH. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

1 II. “Workweeks”, for purposes of calculating Individual Settlement Payments, means the
2 number of weeks of employment during the Class Period that each Class Member was
3 employed by Defendants in California.

4 **II. RECITALS**

5 A. On July 26, 2020, Plaintiff Boyd filed a Notice of Violations with the Labor and
6 Workforce Development Agency (“LWDA”) and served the same on Defendants.

7 B. On July 28, 2020, Plaintiff Boyd filed the class action lawsuit for:

8 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

9 2. Failure to pay overtime wages in violation of California Labor Code sections
10 510, *et seq*;

11 3. Failure to pay minimum wages in violation of California Labor Code sections
12 1194, 1197 & 1197.1;

13 4. Failure to provide required meal periods in violation of California Labor Code
14 sections 226.7 and 512 and the applicable IWC wage order;

15 5. Failure to provide required rest periods in violation of California Labor Code
16 sections 226.7 and 512 and the applicable IWC wage order;

17 6. Failure to provide accurate itemized wage statements in violation of California
18 Labor Code section 226;

19 7. Failure to pay wages when due in violation of California Labor Code sections
20 201, 202, and 203; and

21 8. Failure to provide gratuities in violation of California Labor Code section 351.

22 C. On July 2, 2021, Plaintiff Boyd filed a First Amended Complaint adding a ninth cause
23 of action for violation of the Private Attorneys General Act [Labor Code sections 2698, *et*
24 *seq.*]

25 D. The Class Representative believes she has meritorious claims based on alleged
26 violations of the California Labor Code, and the Industrial Wage Commission Orders,
27 and that class certification is appropriate because the prerequisites for class
28

1 certification can be satisfied in the Action, and this action is manageable as a PAGA
2 representative action.

3 E. Defendants deny any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, dispute any wages, damages, and penalties claimed by the Class
5 Representative are owed, and further contend that, for any purpose other than
6 settlement, the Action is not appropriate for class or representative action treatment.
7 Defendants contend, among other things, that at all times they complied with the
8 California Labor Code and the Industrial Wage Commission Orders.

9 F. The Class Representative is represented by Class Counsel. Class Counsel conducted
10 an investigation into the facts relevant to the Action, including conducting an
11 independent investigation as to the allegations, reviewing documents and information
12 exchanged through informal discovery, and reviewing documents and information
13 provided by Defendants pursuant to informal requests for information to prepare for
14 mediation. Defendants produced for the purpose of settlement negotiations certain
15 employment data concerning the Settlement Class, which Class Counsel reviewed
16 and analyzed. Based on their own independent investigation and evaluation, Class
17 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and
18 adequate, and is in the best interest of the Settlement Class in light of all known facts
19 and circumstances, including the risks of significant delay, defenses asserted by
20 Defendants, uncertainties regarding class certification and management of PAGA,
21 and numerous potential appellate issues. Although they deny any liability, Defendants
22 are agreeing to this Settlement solely to avoid the inconveniences and cost of further
23 litigation. The Parties and their counsel have agreed to settle the claims on the terms
24 set forth in this Agreement.

25 G. On October 4, 2021, the Parties participated in mediation presided over by Steve
26 Serratore, Esq., a well-respected wage and hour class action mediator. The mediation
27 concluded without settlement, but following the mediation, the Parties, represented
28 by its respective counsel, reached a settlement with the mediator's assistance.

1 H. This Agreement replaces and supersedes any other agreements, understandings, or
2 representations between the Parties. This Agreement represents a compromise and
3 settlement of highly disputed claims. Nothing in this Agreement is intended or will
4 be construed as an admission by Defendants that the claims in the Action of Plaintiff
5 or the Class Members have merit or that Defendants bear any liability to Plaintiff or
6 the Class on those claims or any other claims, or as an admission by Plaintiff that
7 Defendants' defenses in the Action have merit.

8 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
9 Settlement was arrived at through arm's-length negotiations, taking into account all
10 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
11 attendant to continuing the Action through trial and any appeal. Accordingly, the
12 Parties desire to fully, finally, and forever settle, compromise and discharge all
13 disputes and claims arising from or relating to the Action.

14 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
15 for any reason the settlement does not become effective, Defendants reserve the right
16 to contest certification of any class for any reason and reserves all available defenses
17 to the claims in the Action.

18 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

19 **III. TERMS OF AGREEMENT**

20 A. Settlement Consideration and Settlement Payments by Defendants.

- 21 1. Settlement Consideration. In full and complete settlement of the Action, and
22 in exchange for the releases set forth below, Defendants and the Released
23 Parties will pay the Gross Settlement Sum. The Parties agree that this is an
24 "all-in" non-reversionary Settlement and that no portion of the Gross
25 Settlement Sum shall revert to Defendants. Other than the Defendants' share
26 of employer payroll taxes, or as otherwise specified in the Agreement,
27 Defendants shall not be required to pay more than the Gross Settlement Sum,
28 except as provided for herein below.

- 1 2. Class Size. Between July 28, 2016 to June 30, 2021, Defendants estimated
2 that the Settlement Class was comprised of 562 individuals who collectively
3 worked approximately 14,000 workweeks (“Projected Workweeks”).
4 Defendants will provide a declaration under penalty of perjury confirming the
5 actual number of applicable Class Members and Projected Workweeks. The
6 Settlement amount will increase proportionally if the actual number of
7 Projected Workweeks worked by Class Members between July 28, 2016 to
8 June 30, 2021, is more than 10% higher than 14,000 workweeks (more than
9 15,400).
- 10 3. Settlement Payment. Defendants shall pay, via wire transfer, the Gross
11 Settlement Sum to the Settlement Administrator on the Funding Date.
- 12 4. Defendants’ Share of Payroll Taxes. Defendants’ share of employer side
13 payroll taxes is in addition to the Gross Settlement Sum and shall be paid
14 separate and on top of the Gross Settlement Sum.
- 15 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
16 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
17 release the Released Parties from the Released Class Claims for the Class Period.
- 18 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
19 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
20 California release the Released Parties from the PAGA Released Claims for the PAGA
21 Period.
- 22 D. Conditions Precedent: This Settlement will become final and effective only upon the
23 occurrence of all of the following events:
- 24 1. The Court enters an order granting preliminary approval of the Settlement;
25 2. The Court enters an order granting final approval of the Settlement (“Order
26 Granting Final Approval of Class Action Settlement”) and a Final Judgment
27 (“Final Judgment”);
- 28

1 3. If an objector appears at the final approval hearing, the time for appeal of the
2 Final Judgment, and, Order Granting Final Approval of Class Action
3 Settlement, expires; or, if an appeal is timely filed, there is a final affirmance
4 of the Judgment and Order Granting Final Approval of Class Action
5 Settlement by an appellate court as a result of any appeal(s), or, a final
6 dismissal or denial of all such appeals (including any petition for review,
7 rehearing, certiorari, etc.) such that the Judgment and Order Granting Final
8 Approval of Class Action Settlement are no longer subject to further judicial
9 review; and

10 4. Defendants fully fund the Gross Settlement Sum.

11 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
12 not preliminarily or finally approved by the Court, fails to become effective, or is
13 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
14 Defendants from obtaining a complete resolution of the Released Claims, or if more
15 than ten percent (10%) of the Class Members opt out of the settlement by submitting
16 valid and timely Requests for Exclusion, or if Defendants fail to fully fund the Gross
17 Settlement Sum:

18 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
19 and shall not be admissible in any judicial, administrative or arbitral
20 proceeding for any purpose or with respect to any issue, substantive or
21 procedural;

22 2. The conditional class certification (obtained for any purpose) shall be void *ab*
23 *initio* and of no force or effect, and shall not be admissible in any judicial,
24 administrative, or arbitral proceeding for any purpose or with respect to any
25 issue, substantive or procedural; and

26 3. None of the Parties to this Settlement will be deemed to have waived any
27 claims, objections, defenses, or arguments in the Action, including with
28 respect to the issue of class certification.

1 4. Defendants shall bear the sole responsibility for any cost to issue or reissue
2 any curative notice to the Settlement Class Members and all Settlement
3 Administration Costs incurred to the date of nullification and all costs for any
4 curative notice informing the Settlement Class Member of the nullification of
5 the Settlement.

6 F. Certification of the Settlement Class. The Parties stipulate to conditional class
7 certification of the Class for the Class Period for purposes of settlement only. In the
8 event that this Settlement is not approved by the Court, fails to become effective, or is
9 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
10 Defendants from obtaining a complete resolution of the Released Claims, the
11 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
12 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
13 proceeding for any purpose or with respect to any issue, substantive or procedural.

14 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments called for, and Class Members and/or Aggrieved Employees are
16 not relying on any statement or representation by the Parties in this regard. Class
17 Members and/or Aggrieved Employees understand and agree that they will be
18 responsible for the payment of any taxes and penalties assessed on the Individual
19 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
20 Settlement described and will be solely responsible for any penalties or other
21 obligations resulting from their personal tax reporting of Individual Settlement
22 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

23 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
24 the "acknowledging party" and each Party to this Agreement other than the
25 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
26 of this Agreement, and no written communication or disclosure between or among the
27 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
28 such communication or disclosure constitute or be construed or be relied upon as, tax

1 advice within the meaning of United States Treasury Department circular 230 (31 CFR
2 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
3 her or its own, independent legal and tax counsel for advice (including tax advice) in
4 connection with this Agreement, (b) has not entered into this Agreement based upon
5 the recommendation of any other Party or any attorney or advisor to any other Party,
6 and (c) is not entitled to rely upon any communication or disclosure by any attorney
7 or adviser to any other party to avoid any tax penalty that may be imposed on the
8 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
9 any limitation that protects the confidentiality of any such attorney's or adviser's tax
10 strategies (regardless of whether such limitation is legally binding) upon disclosure by
11 the acknowledging party of the tax treatment or tax structure of any transaction,
12 including any transaction contemplated by this Agreement.

13 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
14 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
15 which shall include this Settlement Agreement. Plaintiff will provide Defendants with
16 a draft of the Motion at least 3 business days prior to the filing of the Motion to give
17 Defendants an opportunity to propose changes or additions to the Motion. The Motion
18 for Motion for Order Granting Preliminary Approval shall also include a declaration
19 from Class Counsel that it has provided notice to the California Labor & Workforce
20 Development Agency as required under Cal. Lab. Code section 2699(l)(2).

21 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
22 establishing and administering the QSF; calculating, processing and mailing payments
23 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
24 mailing the Notice Packets to the Class Members as directed by the Court; receiving
25 and reporting the objections and requests for exclusion; calculating, deducting and
26 remitting all legally required taxes from Individual Settlement Payments and
27 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
28 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA

Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator, subject to a protective order governing confidential information entered by the Court, with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as Exhibit A. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or

1 Aggrieved Employees' in exchange for an Individual Settlement
2 Payment and/or Aggrieved Employees' individual shares of the PAGA
3 Settlement, the number of Workweeks worked by each Class Member
4 during the Class Period and PAGA Period, if any, and the estimated
5 amount of their Individual Settlement Payment if they do not request
6 to be excluded from the Settlement, and each Aggrieved Employee's
7 share of the PAGA Settlement, if any. The Settlement Administrator
8 shall use the Class Data to determine Class Members' Workweeks and
9 PAGA Workweeks. The Notice will also advise the Aggrieved
10 Employees that they will release the Released PAGA Claims and will
11 receive their share of the PAGA Settlement regardless of whether they
12 request to be excluded from the Settlement.

13 b) The Notice Packet's mailing envelope shall include the following
14 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
15 ENTITLED TO PARTICIPATE IN A CLASS ACTION
16 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
17 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
18 NOTICE."

19 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
20 Settlement Administrator will perform a search based on the National Change
21 of Address Database to update and correct any known or identifiable address
22 changes. No later than fourteen (14) calendar days after receiving the Class
23 Data from Defendants, the Settlement Administrator shall mail copies of the
24 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
25 Settlement Administrator shall exercise its best judgment to determine the
26 current mailing address for each Class Member. The address identified by the
27 Settlement Administrator as the current mailing address shall be presumed to
28 be the best mailing address for each Class Member.

- 1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a
5 correct address by lawful use of skip-tracing, or other search using the name,
6 address and/or Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if another mailing address is identified by the
8 Settlement Administrator. In addition, if any Notice Packets, which are
9 addressed to Class Members who are currently employed by Defendants, are
10 returned to the Settlement Administrator as non-delivered and no forwarding
11 address is provided, the Settlement Administrator shall notify Defendants.
12 Defendants will request that the currently employed Class Member provide a
13 corrected address and transmit to the Administrator any corrected address
14 provided by the Class Member. Class Members who received a re-mailed
15 Notice Packet shall have their Response Deadline extended fifteen (15) days
16 from the original Response Deadline.
- 17 5. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendants' records regarding
19 the start and end dates of employment to provide documentation and/or an
20 explanation to show contrary dates. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an
22 adjustment is warranted. The Settlement Administrator shall determine the
23 eligibility for, and the amounts of, any Individual Settlement Payments under
24 the terms of this Agreement. The Settlement Administrator's determination
25 of the eligibility for and amount of any Individual Settlement Payment shall
26 be binding upon the Class Member and the Parties.
- 27 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
28 by the Settlement Administrator concerning the administration of the

1 Settlement will be resolved by the Court under the laws of the State of
2 California. Before any such involvement of the Court, counsel for the Parties
3 will confer in good faith to resolve the disputes without the necessity of
4 involving the Court.

- 5 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
6 Packet shall state that Class Members who wish to exclude themselves from
7 the Settlement must submit a written request for exclusion by the Response
8 Deadline. The written request for exclusion must state that the Class Member
9 wishes to exclude himself or herself from the Settlement and (1) must contain
10 the name, address, and the last four digits of the Social Security number of the
11 person requesting exclusion; (2) must be signed by the Class Member; (3)
12 must be postmarked or fax stamped by the Response Deadline and returned to
13 the Settlement Administrator at the specified address or fax telephone number;
14 and (4) contain a typewritten or handwritten notice stating in substance: "I
15 wish to opt out of the settlement of the class action lawsuit entitled *Boyd v.*
16 *Bluestone Lane Holdings, LLC, et al.*, San Francisco County Superior Court,
17 Case No. CGC-20-585787, filed July 28, 2020. I understand that by
18 requesting to be excluded from the settlement, I will receive no money from
19 the Settlement described in this Notice." The request for exclusion will not
20 be valid if it is not timely submitted, if it is not signed by the Class Member,
21 or if it does not contain the name and address and last four digits of the Social
22 Security number of the Class Member. The date of the postmark on the
23 mailing envelope or fax stamp on the request for exclusion shall be the
24 exclusive means used to determine whether the request for exclusion was
25 timely submitted. Any Class Member who requests to be excluded from the
26 Settlement Class will not be entitled to an Individual Settlement Payment and
27 will not be otherwise bound by the terms of the Settlement or have any right
28 to object, appeal, or comment thereon. However, any Class Member that

1 submits a timely request for exclusion that is also a member of the Aggrieved
2 Employees will still receive his/her pro rata share of the PAGA Settlement, as
3 specified below, and in consideration, will be bound by the Release by the
4 Aggrieved Employees as set forth herein. Settlement Class Members who fail
5 to submit a valid and timely written request for exclusion on or before the
6 Response Deadline shall be bound by all terms of the Settlement and any final
7 judgment entered in this Action if the Settlement is approved by the Court.
8 No later than fourteen (14) calendar days after the Response Deadline, the
9 Settlement Administrator shall provide counsel for the Parties with a final list
10 of the Class Members who have timely submitted written requests for
11 exclusion. At no time shall any of the Parties or their counsel seek to solicit
12 or otherwise encourage members of the Class to submit requests for exclusion
13 from the Settlement.

- 14 8. Objections. The Notice of Class Action Settlement contained in the Notice
15 Packet shall state that Class Members who wish to object to the Settlement
16 may submit to the Settlement Administrator a written statement of objection
17 (“Notice of Objection”) by the Response Deadline. The postmark date of
18 mailing shall be deemed the exclusive means for determining that a Notice of
19 Objection was served timely. The Notice of Objection must be signed by the
20 Settlement Class Member and state: (1) the case name and number; (2) the
21 name of the Settlement Class Member; (3) the address of the Settlement Class
22 Member; (4) the last four digits of the Settlement Class Member’s Social
23 Security number; (5) the basis for the objection; and (6) if the Settlement Class
24 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
25 Class Members who fail to make objections in writing in the manner specified
26 above may still make their objections orally at the Final Approval/Settlement
27 Fairness Hearing with the Court’s permission. Settlement Class Members will
28 have a right to appear at the Final Approval/Settlement Fairness Hearing to

1 have their objections heard by the Court. At no time shall any of the Parties
2 or their counsel seek to solicit or otherwise encourage Class Members to file
3 or serve written objections to the Settlement or appeal from the Order and
4 Final Judgment. Class Members who submit a written request for exclusion
5 may not object to the Settlement. Class Members may not object to the PAGA
6 Settlement.

7 L. Funding and Allocation of the Gross Settlement Sum. Defendants are required to pay
8 the Gross Settlement Sum on or before the Funding Date, plus any employer's share
9 of payroll taxes as mandated by law within the time specified herein.

10 1. Calculation of Individual Settlement Payments. Individual Settlement
11 Payments shall be paid from the Net Settlement Amount and shall be paid
12 pursuant to the formula set forth herein. Using the Class Data, the Settlement
13 Administrator shall add up the total number of Workweeks for all Class
14 Members. The respective Workweeks for each Class Member will be divided
15 by the total Workweeks for all Class Members, resulting in the Payment Ratio
16 for each Class Member. Each Class Member's Payment Ratio will then be
17 multiplied by the Net Settlement Amount to calculate each Class Member's
18 estimated Individual Settlement Payments. Each Individual Settlement
19 Payment will be reduced by any legally mandated employee tax withholdings
20 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
21 Members who submit valid and timely requests for exclusion will be
22 redistributed to Settlement Class Members who do not submit valid and timely
23 requests for exclusion on a pro rata basis based on their respective Payment
24 Ratios.

25 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
26 Class Data, the Settlement Administrator shall add up the total number of
27 PAGA Workweeks for all Aggrieved Employees during the PAGA Period.
28 The respective PAGA Workweeks for each Aggrieved Employee will be

1 divided by the total PAGA Workweeks for all Aggrieved Employees,
2 resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
3 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
4 Aggrieved Employee Payment to calculate each Aggrieved Employee's
5 estimated share of the PAGA Settlement.

6 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
7 Settlement Payments shall be allocated as follows: 10% wages ("Wage
8 Portion"); 90% as penalties and interest ("Non-Wage Portion").

9 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
10 Employee Settlement Payments shall be allocated and treated as 100%
11 penalties and shall be reported on IRS Form 1099.

12 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
13 individual shares of the PAGA Settlement made to Settlement Class Members
14 and/or Aggrieved Employees under this Settlement Agreement, as well as any
15 other payments made pursuant to this Settlement Agreement, will not be
16 utilized to calculate any additional benefits under any benefit plans to which
17 any Class Members may be eligible, including, but not limited to profit-
18 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
19 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
20 Parties' intention that this Settlement Agreement will not affect any rights,
21 contributions, or amounts to which any Class Members may be entitled under
22 any benefit plans.

23 6. All monies received by Settlement Class Members under the Settlement which
24 are attributable to wages shall constitute income to such Settlement Class
25 Members solely in the year in which such monies actually are received by the
26 Settlement Class Members. It is the intent of the Parties that Individual
27 Settlement Payments and individual shares of the PAGA Settlement provided
28 for in this Settlement agreement are the sole payments to be made by Defendants

1 to Settlement Class Members and/or Aggrieved Employees in connection with
2 this Settlement Agreement, with the exception of Plaintiff, and that the
3 Settlement Class Members and/or Aggrieved Employees are not entitled to any
4 new or additional compensation or benefits as a result of having received the
5 Individual Settlement Payments and/or their shares of the PAGA Settlement.

6 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
7 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
8 and/or Aggrieved Employees last known mailing address no later than fifteen
9 (15) calendar days after the Funding Date.

10 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
11 Employees shall remain valid and negotiable for one hundred and eighty (180)
12 days from the date of their issuance. If a Settlement Class Member and/or
13 Aggrieved Employee does not cash his or her settlement check within 90 days,
14 the Settlement Administrator will send a letter to such persons, advising that
15 the check will expire after the 180th day, and invite that Settlement Class
16 Member and/or Aggrieved Employee to request reissuance in the event the
17 check was destroyed, lost or misplaced. In the event an Individual Settlement
18 Payment and/or Aggrieved Employee's individual share of the PAGA
19 Settlement check has not been cashed within one hundred and eighty (180)
20 days, the check will be voided and the Participating Class Member and/or
21 Aggrieved Employee will remain bound by the Settlement. The funds from
22 any such uncashed checks will then be reallocated and redistributed by the
23 Settlement Administrator to those Participating Class Members and/or
24 Aggrieved Employees who cashed their Settlement Share checks through a
25 second distribution using the same allocation as the first distribution. The
26 Parties agree that under this procedure, there is no residue as the entire Gross
27 Settlement Sum will be distributed.

- 1 9. Class Representative Service Award. In addition to the Individual Settlement
2 Payment and her individual share of the PAGA Settlement to be paid to
3 Plaintiff, Plaintiff will apply to the Court for an award of not more than
4 \$7,500, as the Class Representative Service Award. Defendants do not
5 presently intend to oppose a Class Representative Service Award of not more
6 than \$7,500 for Plaintiff. The Settlement Administrator shall pay the Class
7 Representative Service Award, either in the amount stated herein if approved
8 by the Court or some other amount as approved by the Court, to Plaintiff from
9 the Gross Settlement Sum no later than ten (10) calendar days after the
10 Funding Date. Any portion of the requested Class Representative Service
11 Awards that are not awarded to the Class Representatives shall be part of the
12 Net Settlement Amount and shall be distributed to Settlement Class Members
13 as provided in this Agreement. The Settlement Administrator shall issue an
14 IRS Form 1099 — MISC to Plaintiff for her Class Representative Service
15 Award. Plaintiff shall be solely and legally responsible to pay any and all
16 applicable taxes on her Class Representative Service Award and shall hold
17 harmless the Released Parties from any claim or liability for taxes, penalties,
18 or interest arising as a result of the Class Representative Service Awards. The
19 Class Representative Service Award shall be in addition to Plaintiff's
20 Individual Settlement Payment as a Settlement Class Member. Approval of
21 this Settlement shall not be conditioned on Court approval of the requested
22 amount of the Class Representative Service Award. If the Court reduces or
23 does not approve the requested Class Representative Service Award, Plaintiff
24 shall not have the right to revoke the Settlement, and it will remain binding.
- 25 10. Class Counsel Award. Defendants understand a motion by Class Counsel for
26 attorneys' fees not to exceed one-third of the Gross Settlement Sum currently
27 estimated to be \$86,666.67 plus costs and expenses supported by declaration
28 not to exceed Twenty-Five Thousand Dollars (\$25,000.00), from the Gross

1 Settlement Sum will be filed. Defendants do not presently intend to oppose a
2 Class Counsel Award that awards attorneys' fees not exceeding one-third of
3 the Gross Settlement Sum, or costs and expenses not exceeding \$25,000.00.
4 Any portion of the requested Class Counsel Award that is not awarded to Class
5 Counsel shall be part of the Net Settlement Amount and shall be distributed
6 to Settlement Class Members as provided in this Agreement. The Settlement
7 Administrator shall allocate and pay the Class Counsel Award to Class
8 Counsel from the Gross Settlement Sum no later than five (5) calendar days
9 after the Funding Date. Class Counsel shall be solely and legally responsible
10 to pay all applicable taxes on the payment made pursuant to this paragraph.
11 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
12 Counsel for the payments made pursuant to this paragraph. In the event that
13 the Court reduces or does not approve the requested Class Counsel Award,
14 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
15 or to appeal such order, and the Settlement will remain binding.

- 16 11. PAGA Settlement. Ten Thousand Dollars (\$10,000) shall be allocated from
17 the Gross Settlement Sum for settlement of claims for civil penalties under the
18 Private Attorneys General Act of 2004 ("PAGA Settlement"). The Settlement
19 Administrator shall pay seventy-five percent (75%) of the PAGA Settlement
20 (\$7,500) to the California Labor and Workforce Development Agency no later
21 than twenty-five (25) calendar days after the Funding Date (hereinafter
22 "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement
23 (\$2,500) will be distributed to the Aggrieved Employees as described in this
24 Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of
25 distributing the PAGA Settlement to the Aggrieved Employees, each
26 Aggrieved Employee shall receive their pro-rata share of the Aggrieved
27 Employee Payment using the PAGA Payment Ratio as defined above.
28

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Sum. The estimate of the Settlement Administration Costs is \$11,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than twenty-five (25) calendar days after the Funding Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval. Following the Court's entry of an Order Granting Final Approval of Class Action Settlement, and Judgment thereon, Plaintiff shall provide notice to the California Labor & Workforce Development Agency in accordance with Cal. Lab. Code section 2699(1)(3).

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit, and except as provided in the separate independent
20 individual settlement agreement between Plaintiff and Defendants.
- 21 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate
23 this Agreement and to take all appropriate Action required or permitted to be taken by
24 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
25 documents required to effectuate the terms of this Agreement. The persons signing
26 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
27 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
28

1 she is authorized to sign this Agreement and that she has not assigned any claim, or
2 part of a claim, covered by this Settlement to a third-party.

3 T. No Public Comment: The Parties and their counsel agree that they will not issue any
4 press releases, initiate any contact with the press, respond to any press inquiry, or have
5 any communication with the press about the fact, amount or terms of the Settlement
6 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
7 of its terms for any marketing or promotional purposes. Nothing herein will restrict
8 Class Counsel from including publicly available information regarding this settlement
9 in future judicial submissions regarding Class Counsel's qualifications and experience.
10 Further, Class Counsel will not include, reference or use the Settlement Agreement for
11 any marketing or promotional purposes, either before or after the Motion for
12 Preliminary Approval is filed.

13 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
14 to the benefit of, the successors or assigns of the Parties, as previously defined.

15 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
16 shall be governed by and interpreted according to the laws of the State of California.

17 W. Counterparts. This Agreement may be executed in one or more counterparts. All
18 executed counterparts and each of them shall be deemed to be one and the same
19 instrument provided that counsel for the Parties to this Agreement shall exchange
20 among themselves copies or originals of the signed counterparts.

21 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
22 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
23 Settlement after extensive arms-length negotiations, taking into account all relevant
24 factors, present and potential.

25 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
26 respect to the interpretation, implementation, and enforcement of the terms of this
27 Agreement and all orders and judgments entered in connection therewith, and the
28 Parties and their counsel submit to the jurisdiction of the Court for purposes of

1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

3 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

7 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
8 intend to pursue any claims against the Released Parties, including, but not limited to,
9 any and all claims relating to or arising from Plaintiff's employment with Defendants,
10 regardless of whether Class Counsel is currently aware of any facts or legal theories
11 upon which any claims or causes of action could be brought against Released Parties,
12 including those facts or legal theories alleged in the operative complaint in this Action.
13 The Parties further acknowledge, understand, and agree that this representation is
14 essential to the Agreement and that this Agreement would not have been entered into
15 were it not for this representation.

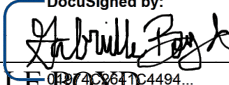
16 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this settlement only.

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1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
 2 Released Claims have merit and give rise to liability on the part of Defendants.
 3 Defendants claim that the Released Claims have no merit and do not give rise to
 4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
 5 this Agreement and no documents referred to and no action taken to carry out this
 6 Agreement may be construed or used as an admission by or against the Defendants or
 7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
 8 than as may be specifically set forth herein, each Party shall be responsible for and
 9 shall bear its/his own attorney's fees and costs.

10
 11 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

12
 13 DATED: 12/28/2021

DocuSigned by:

 GABRIELLE BOYD
 ID: C20CDE39-B49E-4BD4-BF6A-A28ED4157942

14
 15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

16
 17 DATED: _____

18 BLUESTONE LANE HOLDING LLC

19 Printed Name

20 Title

21
 22 DATED: _____

23 BLUESTONE LANE NY LLC

24 Printed Name

25 Title

1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendants.
3 Defendants claim that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendants or
7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.

10
11 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

12
13 DATED: _____

GABRIELLE BOYD

14
15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

16
17 DATED: 12/27/21

BLUESTONE LANE HOLDING LLC

Hari Nathan Kalyan
Printed Name

General Counsel
Title

18
19
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21
22 DATED: 12/27/21

BLUESTONE LANE NY LLC

Hari Nathan Kalyan
Printed Name

General Counsel
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: 12/28/2021

JCL LAW FIRM, A.P.C.

4 By:

DocuSigned by:

Jean-Claude Langade

0EBC25D5B9CD469...

5 Attorneys for Plaintiff and the Settlement Class
6 Members

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8 DATED: 12/28/2021

ZAKAY LAW GROUP, APLC

9 By:

DocuSigned by:

Shani D. Zakay

4ECDE73A91D4420...

10 Attorneys for Plaintiff and the Settlement Class
11 Members

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13 DATED:

FORDHARRISON LLP

14
15 By:

DAVID L. CHENG

16 NOAH M. WOO

17 Attorneys for Defendants

18 WSACTIVE LLP:12748857.1

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: 12/30/2021

FORDHARRISON LLP

By:  _____

DAVID L. CHENG
NOAH M. WOO
Attorneys for Defendants

WSACTIVE LLP:12748857.1

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Boyd, et al., v. Bluestone Lane Holdings, LLC, County of San Francisco Superior Court Case No. CGC-20-585787)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Gabrielle Boyd (“Plaintiff”) and Defendants Bluestone Lane Holdings, LLC and Bluestone Lane NY LLC., (hereinafter collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All of the current and former non-exempt California employees who worked for Defendants in the Class Period.

The “Class Period” is the period of time running from April 6, 2016 to December 3, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 26, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and Failed to provide gratuities in violation of California Labor Code section 351. On October 7, 2020, Defendants removed the Action to Federal Court. On November 23, 2020, the Action was remanded back to San Francisco Superior Court. On July 2, 2021, Plaintiff filed a First Amended complaint (“FAC”) adding a ninth cause of action for Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that any gratuities given to members of the class were not taken by Defendant in violation of California Labor Code section 351; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On October 4, 2021, the Parties participated in an all-day mediation with Steve Serratore, Esq., a well-respected and experienced mediator of wage and hour class actions. Following the full-day mediation, the Parties, each represented by its respective counsel, reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Sixty Thousand Dollars (\$260,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed or dismissed, and the Judgment is otherwise affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$ [REDACTED], for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$86,666.67) and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of workweeks worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all of the current and former non-exempt employees employed by Defendants in California during the PAGA Period. The PAGA Period means the period of April 6, 2019 through and including December 3, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Ten percent (10%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such

payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages or causes of action of any nature and description whatsoever, at law or in equity, whether under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, which Plaintiff asserted in the Action or could have asserted based on the facts alleged in the operative complaint, against the Released Persons including, without limitation, California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, California Labor Code section 2698, *et seq.*, the applicable industrial welfare commission wage order(s), the California Unfair Competition Law and California Business & Professions Code sections 17200, *et seq.* with respect only to claims arising from violations of the California Labor Code released herein, the Fair Labor Standards Act (29 U.S.C. sections 201, *et seq.*) with respect only to claims arising from violations of the California Labor Code released herein, or any other claims in law or equity, to the extent the claims, causes of action, damages, restitution, penalties, and other relief arose out of the following causes of action for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code sections 17200, *et seq.*, with respect only to claims arising from violations of the California Labor Code released herein (2) Failure to pay overtime in violation of Labor Code sections 510, *et seq.*, (3) Failure to pay minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1, (4) Failure to provide required meal periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC wage order, (5) Failure to provide required rest periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC wage order, (6) Failure to provide accurate itemized statements in violation of Labor Code section 226, (7) Failure to pay wages when due in violation of Labor Code sections 201, 202, and 203, and (8) Failure to provide gratuities in violation of Labor Code section 351, but expressly excluding any and all claims for violations of the Private Attorney General Act ("PAGA"), which are addressed below.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any and all claims for PAGA penalties asserted in the Action and/or in Plaintiff's notice to the California Labor & Workforce Development Agency, dated July 26, 2020.

For the Released PAGA Claims, this means that you, irrespective of whether you exclude yourself from the settlement, cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement and which claim violations of PAGA. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << _____ >> Workweeks worked during the Class Period (April 6, 2016 to December 3, 2021).

Based on this information, your estimated Settlement Share is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Boyd, et al., v. Bluestone Lane Holdings, LLC, Case No. CGC-20-585787*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Boyd, et al., v. Bluestone Lane Holdings, LLC, Case No. CGC-20-585787*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

David Cheng
Ford & Harrison, LLP
350 South Grand Ave., Suite 2300
Los Angeles, CA 90071
Tel.: (213) 237-2400
Fax: (213) 237-2401
E-Mail: dcheng@fordharrison.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102 in Department 610 before Judge Garrett L. Wong. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to **Boyd, et al., v. Bluestone Lane Holdings, LLC, Case No. CGC-20-585787**, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same work shift formula used for

distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 3