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Attorneys for Defendant  
SF MARKETS, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SANTA CLARA**

|                                                                                    |                                                   |
|------------------------------------------------------------------------------------|---------------------------------------------------|
| ADAM WRIGHT, as an individual and on<br>behalf of all others similarly situated,   | ) Case No. 20CV365261                             |
|                                                                                    | )                                                 |
| Plaintiff,                                                                         | ) [Assigned for all purposes to the Hon. Brian C. |
|                                                                                    | ) Walsh, Dept. 1]                                 |
| v.                                                                                 | )                                                 |
|                                                                                    | )                                                 |
| SF MARKETS, LLC, a limited liability<br>company; and DOES 1 through 50, Inclusive, | ) <b>PAGA SETTLEMENT AGREEMENT</b>                |
|                                                                                    | )                                                 |
| Defendants.                                                                        | ) Action Filed: March 20, 2020                    |
|                                                                                    | )                                                 |

PAGA SETTLEMENT AGREEMENT

## PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Santa Clara (“Court”), Plaintiff Adam Wright (“Plaintiff”) and Defendant SF Markets, LLC (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Adam Wright v. SF Markets, LLC*, Case No. 20CV365261 (Santa Clara County Superior Court) (the “Action”).

### DEFINITIONS

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

1. “Action” means *Adam Wright v. SF Markets, LLC*, Case No. 20CV365261 (Santa Clara County Superior Court).

2. “Aggrieved Employees” are all current and former California non-exempt employees who were paid “Retro Pay” wages from Defendant at any time from November 14, 2019 and the date on which the Court enters the Order and Judgment.

3. “Court” is the Superior Court for the State of California, County of Santa Clara.

4. “LWDA” means the California Labor and Workforce Development Agency.

5. “Maximum Settlement Amount” means the maximum settlement amount of Ninety Thousand Dollars (\$90,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action, which includes all payments to Aggrieved Employees, Plaintiff, Plaintiff’s Counsel, the LWDA, and the Settlement Administrator. Defendant represented at mediation and has confirmed that between November 14, 2019 and May 8, 2020, it issued 1,188 wage statements to non-exempt employees in California that reflected a “retro” payment..

6. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.

7. “Plaintiff’s Counsel” means Polaris Law Group, LLP and Hyun Legal, APC.

8. “Service Award” means the amounts to be paid from the Maximum Settlement Amount to Plaintiff as payment for his service on behalf of the LWDA and Aggrieved Employees and for a general release of all claims arising out of his employment with Defendant.

9. “Settlement” is the settlement set forth in this Agreement.

10. “Settled Claims” means any and all claims for PAGA civil penalties, inclusive of attorneys’ fees and/or costs, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law during the Settlement Period, based on, arising from, or related to any claim, allegation, or theory regarding Defendant’s alleged: failure to provide accurate itemized wage statements in violation of Labor Code §§ 226(a), 226.3 and 2698 *et seq.*

11. “Settlement Period” means the period from November 14, 2019, to the date on which the Court enters the Order and Judgment.

### TERMS

12. Dismissal Without Prejudice Of Class Allegations: After commencing the Action, Plaintiff’s Counsel learned that Adam Wright, and all other proposed putative class members, had executed valid and binding agreements to arbitrate their individual claims and to waive the right to bring or participate in a class action. Accordingly, Plaintiff filed the operative First Amended Complaint, which asserts a sole cause of action for violation of the PAGA, which resulted in the dismissal of the class allegations and claims, without prejudice.

13. Maximum Settlement Amount. In consideration for Plaintiff’s promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant agrees to pay a maximum amount of Ninety Thousand Dollars (\$90,000) (“Maximum Settlement Amount”), which represents the maximum amount payable in this Settlement by Defendant, and includes all attorneys’ fees, litigation costs and expenses, Plaintiff’s Service Award, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

14. PAGA Penalties Fund. The PAGA Penalties Fund, approximately \$29,450.00, will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately \$22,087.50), of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately \$7,362.50), will be paid to all Aggrieved

Employees according to the following formula:

14(a) Defendant will provide the necessary information to the Settlement Administrator in order to calculate: (i) the total number of pay periods in which the Aggrieved Employee received a wage statement reflecting “Retro Pay,” and (ii) the total number of pay periods in which all Aggrieved Employees received a wage statement reflecting “Retro Pay” during the Settlement Period.

14(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund ( $\approx$  \$7,362.50)  $\times$  [Pay Periods by Individual Aggrieved Employee During the Settlement Period  $\div$  Total Pay Periods by All Aggrieved Employees during the Settlement Period].

15. Attorneys’ Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys’ fees, all out-of-pocket costs and expenses arising out of the Action (including, if applicable, expert fees and investigation costs), the Defendant agrees not to oppose Plaintiff’s request that Plaintiff’s Counsel be paid a total of \$30,000 for attorneys’ fees and up to \$20,000 in actual costs (“Attorneys’ Fees and Costs”), which shall be paid by the Settlement Administrator out of the Maximum Settlement Amount. Any portion of the Attorneys’ Fees and Costs not awarded to Plaintiff’s Counsel will be added to the PAGA Penalties Fund. The Settlement shall remain binding even if the Court approves a lesser amount of Attorneys’ Fees and Costs.

16. Service Award. For a general release of any and all claims Plaintiff may have against Defendant, as individuals or otherwise, arising out of his employment, and for his service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose Plaintiff’s request that Plaintiff be paid the sum of \$5,000 (“Service Award”), which shall be paid by the Settlement Administrator out of the Maximum Settlement Amount. The Settlement shall remain binding even if the Court approves a lesser amount of Service Awards. Upon receipt of the Service Award, Plaintiff will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of or relating to Plaintiff’s employment with Defendant or termination thereof, including but not limited to claims

1 for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination  
2 of employment. This release specifically includes any and all claims, demands, obligations and/or causes of  
3 action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the  
4 Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or  
5 suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff will  
6 be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which  
7 provides:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
9 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**  
10 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
11 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**  
12 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

13 17. Settlement Administration Costs. The Parties have agreed to retain Phoenix Settlement  
14 Administrator as the third-party settlement administrator ("Settlement Administrator") to administer this  
15 settlement. The Settlement Administrator will be responsible for establishing a qualified settlement fund  
16 ("QSF") and issuing all payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff,  
17 and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Maximum Settlement  
18 Amount. Settlement Administration Costs are estimated at \$5,550.00.

19 18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will  
20 present this Settlement Agreement to the Court and the LWDA. Plaintiff shall be responsible for preparing  
21 and submitting all motions, papers, and notifications regarding this Settlement to the Court and the LWDA,  
22 and for providing Defendant an opportunity to propose revisions to the documents prior to filing, which  
23 Plaintiff will incorporate in good faith. Plaintiff's Counsel will provide the LWDA with notice of the  
24 Settlement before or at the same time the Motion for Approval is filed with the Court. The Parties will  
25 request that the Court issue an order and judgment approving the Settlement, incorporating by reference the  
26 terms and conditions of the Settlement Agreement (the "Order and Judgment").

27 19. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order  
28 and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved

Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee received a wage statement reflecting “Retro Pay” during the Settlement Period; and any other relevant information needed to calculate settlement payments. The Parties agree and acknowledge that, except for identifying the total number of Aggrieved Employees contained therein, the Aggrieved Employee List, including identification and contact information, is confidential and shall not be shared with Plaintiff or Plaintiff’s Counsel, unless Defendant consents to the disclosure in writing or unless the Court orders the disclosure.

20. Funding of the Settlement. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Following its deposit of the Maximum Settlement Amount to the Settlement Administrator, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to any payments to the LWDA, Aggrieved Employees, Plaintiff’s Counsel, Plaintiff, and any other recipients of funds and/or beneficiaries of the Settlement, including but not limited to all calculations and disbursements of funds, and payment of any taxes or costs relating thereto.

21. Date of Settlement Payments. Within twenty-one (21) calendar days after the Court’s Order and Judgment (“Date of Settlement Payments”), the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement. In the event of any appeals following the Court’s entry of the Order and Judgment, the Settlement Administrator shall ensure that the QSF is placed in an interest-bearing account until the resolution of all such appeals. Following the resolution of any appeals, the Settlement Administrator shall issue the payments as set forth above within (14) calendar days after the Order and Judgment is final and no longer subject to any appeal. In the event the Settlement is not finally approved following any such appeal(s), the amounts funded by Defendant shall be refunded to Defendant, including all interest earned.

22. Settlement Payments to Aggrieved Employees. On the Date of Settlement Payments, the Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA

Penalties Fund along with an explanatory notice which will be mutually approved by the parties. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the unclaimed property fund of The State Controller's Office. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

23. Settled Claims. Upon the Date of Settlement Payments, Plaintiff and all Aggrieved Employees, and the State of California, including any purported representative or proxy thereof, will release and be forever barred from pursuing against Defendant the Settled Claims during the Settlement Period.

24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

26. Nullification of Settlement Agreement. In the event that: (i) the Court does not enter a final Order and Judgment approving the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into

effect, will be null and void, and the Parties will be returned to their original respective positions.

27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

29. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

32. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

33. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

1           34.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
3 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that  
4 they are each represented by competent counsel and that they have had an opportunity to consult with their  
5 counsel regarding the fairness and reasonableness of this Settlement.

6           35.     Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that  
7 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the  
8 Court, and either party may appeal any court order that materially alters the Settlement's terms.

9           36.     Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement  
10 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent  
11 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.  
12 The Parties agree to meet and confer and, if necessary, attempt to renegotiate in good faith to resolve any  
13 concerns raised by the Court with respect to any of the terms of this Settlement, in an effort to obtain Court  
14 approval.

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

18           38.     Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or  
19 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a  
20 further waiver by such party of the same or any other condition, covenant, right or remedy.

21           39.     Enforcement Action. In the event that one or more of the Parties institutes any legal action  
22 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to  
23 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to  
24 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
25 fees incurred in connection with any enforcement actions.

26           40.     Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
28 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one

of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

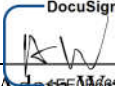
43. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, including the State of California which Plaintiff represents in the Action, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

44. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Defendant expressly denies any liability for the claims asserted and specifically denies and does not admit any of the allegations against it. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 8/25/2020

DocuSigned by:  
  
Adam Wright

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Signatory  
**SF Markets, LLC**

**APPROVED AS TO FORM**

Dated: August 25, 2020

HUYN LEGAL, APC

By:   
\_\_\_\_\_  
Dennis Huyn  
Attorneys for Plaintiff  
ADAM WRIGHT

Dated: August 25, 2020

CAROTHERS DISANTE & FREUDENBERGER LLP

By: \_\_\_\_\_  
Amy S. Williams  
Attorneys for Defendant  
SF MARKETS, LLC

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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: \_\_\_\_\_  
Adam Wright

**DEFENDANT**

Dated: 8/27/20  
  
Name of Authorized Signatory  
**SF Markets, LLC**

**APPROVED AS TO FORM**

Dated: August 28, 2020      HUYN LEGAL, APC

By: \_\_\_\_\_  
Dennis Huyn  
Attorneys for Plaintiff  
ADAM WRIGHT

Dated: August 28, 2020      CAROTHERS DISANTE & FREUDENBERGER LLP

By:   
Amy S. Williams  
Attorneys for Defendant  
SF MARKETS, LLC

## **EXHIBIT “A”**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

ADAM WRIGHT, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

SF MARKETS, LLC, a limited liability  
company; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 20CV365261

**NOTICE OF PRIVATE ATTORNEY  
GENERAL ACT (CALIFORNIA LABOR  
CODE § 2698 ET SEQ.) SETTLEMENT  
AWARD**

Notice is hereby given that a Private Attorneys General Act (“PAGA”) settlement award, pursuant to California Labor Code § 2698 *et seq.*, has been approved by the Court, in connection with your employment with Defendant SF Markets, LLC (“Defendant”), in the lawsuit filed by Plaintiff Adam Wright (“Plaintiff”) against Defendant in the Santa Clara County Superior Court, entitled *Wright v. SF Markets, LLC*, Case No. 20CV365261 (the “Lawsuit”).

**A. PURPOSE OF THIS NOTICE**

This Notice is being sent to you because you have been identified as a current or former non-exempt (or hourly) employee for Defendant in the State of California at any time from November 14, 2019, to [INSERT DATE OF APPROVAL] (“Aggrieved Employee”) who is entitled to your portion of this PAGA settlement award. Receipt of this Notice means that you are entitled to your share in the proceeds from the PAGA settlement award. Your share of the PAGA award proceeds is enclosed herewith.

**B. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT**

Plaintiff alleges Defendant failed to list the hourly rates and hours worked for the “Retro Pay” line item, resulting in violation of Labor Code §§ 226(a), making Defendant liable for civil penalties under PAGA. On January 15, 2020, Plaintiff provided written notice to the Labor Workforce & Development Agency (the “LWDA”) and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described above. On March 20, 2020, Plaintiff filed the Lawsuit. The Operative Complaint, filed July 15, 2020, asserts a sole claim for civil penalties under PAGA.

Defendant denies all liability or wrongdoing. Nevertheless, the Parties have reached a settlement to avoid the uncertainties of litigation. Specifically, the Parties agreed to a settlement of \$90,000.00 in order to resolve the PAGA claims, which is allocated as follows:

- a. **Attorney Fees and Costs:** Plaintiff’s attorneys will seek up to 33 1/3% of the Gross Settlement Amount, or up to \$30,000 for attorneys’ fees and up to \$20,000 in litigation costs from the Gross Settlement Amount.
- b. **Plaintiff’s Service Award:** Plaintiff will request for a service award for \$5,000.00 from the Gross Settlement Amount for his service to the LWDA and the Aggrieved Employees, the risk he undertook by attaching his name to this Action and his general release of claims.
- c. **Administration Costs:** the Settlement Administrator will seek up to \$5,550.00 for administering the Settlement.

**C. ALLOCATION OF SETTLEMENT**

After deduction of all of these amounts, the remainder, or the “PAGA Penalties Fund” shall be distributed as follows: 75% will be paid to the LWDA and 25% will be divided among the Aggrieved Employees. The PAGA Penalties Fund payable to each of the Aggrieved Employees will be based on following calculation:

Each Aggrieved Employee's wage statements will be calculated as follows: (i) the total number of pay periods in which the Aggrieved Employee received a wage statement reflecting "Retro Pay," and (ii) the total number of pay periods in which all Aggrieved Employees received a wage statement reflecting "Retro Pay" during the Settlement Period.

To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:  $\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund } (\approx \$\$7,362.50) \times [\text{Pay Periods by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods by All Aggrieved Employees during the Settlement Period}]$ .

#### **D. WHAT YOU CLAIMS ARE RELEASING THROUGH THIS SETTLEMENT**

Through this Settlement, you will be releasing Defendant from any and all claims for PAGA civil penalties, inclusive of attorneys' fees and/or costs, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law during the Settlement Period, based on, arising from, or related to any claim, allegation, or theory regarding Defendant's alleged: failure to provide accurate itemized wage statements in violation of Labor Code §§ 226(a), 226.3 and 2698 *et seq.*

Attorneys for the Plaintiff in this lawsuit are:

|                                                                                                                                                                       |                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>POLARIS LAW GROUP LLP</b><br>William L. Marder, Esq.<br>501 San Benito St., Suite 200<br>Hollister, California 95023<br>Tel: (831) 531-4214<br>Fax: (831) 634-0333 | Dennis S. Hyun, Esq.<br><b>Hyun Legal, APC</b><br>515 South Figueroa St., Suite 1250<br>Los Angeles, CA 90071<br>Tel: (213) 488-6555<br>Fax: (213) 488-6554 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

If you have any questions regarding this award or this case, please contact the attorneys identified above.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**