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

ETHAN BROWN, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

YOUNG MEN’S CHRISTIAN
ASSOCIATION OF SILICON VALLEY, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20CV362508

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

1 Microsoft Office Excel and will include each Class Member's: (a) full name; (b) last known mailing
2 address and telephone number; (c) Social Security number; (d) dates of employment; (e) total number of
3 Workweeks worked during the Class Period and PAGA Period; and (f) any other relevant information
4 needed to calculate settlement payments.

5 5. "Class Member(s)" or "Settlement Class" means all persons who were employed by
6 Defendant in non-exempt positions and worked on-site at the Work Locations in the State of California
7 at any time during the Class Period. As of November 17, 2023, there were approximately 4,500 Class
8 Members.

9 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
10 attached as Exhibit A and as approved by the Court.

11 7. "Class Period" means the period from January 31, 2016 through the Release End Date.

12 8. "Class Representative" or "Plaintiff" means Ethan Brown.

13 9. "Class Representative Enhancement Payment/General Release Payment" means the
14 amount to be paid to Plaintiff over and above his respective pro-rata share of Participating Class
15 Members and PAGA Members, in recognition of his effort and work in prosecuting the Action on behalf
16 of Class Members and for his general release of claims. Subject to the Court granting Final Approval of
17 this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request
18 Court approval of a Class Representative Enhancement Payment/General Release Payment of up to
19 Twenty Thousand Dollars (\$20,000), of which Ten Thousand Dollars (\$10,000) is intended to
20 compensate Plaintiff for his service on behalf of Class Members and the LWDA, and Ten Thousand
21 Dollars (\$10,000) is intended to compensate Plaintiff for his general release of claims. Any portion of the
22 Class Representative Payment/General Release Payment not approved by the Court shall be added to the
23 Net Settlement Fund.

24 10. "Court" means the Superior Court of the State of California, County of Santa Clara.

25 11. "Defendant" means Defendant Young Men's Christian Association of Silicon Valley.

26 12. "Effective Date" means the date by when the last of the following have both occurred:
27 (a) the date when the Final Approval is signed by the Court, if no timely Objections are filed or if the
28 Objections are withdrawn prior to the final fairness hearing; or (b) in the event a Class Member(s) files

1 an Objection to the Settlement, the Effective Date shall be either (i) the sixty-first (61st) calendar day
2 after the date of service of notice of entry of the Final Approval Order and Judgment on the Parties,
3 provided no appeal is initiated by an objector, or (ii) if a timely appeal is initiated by an objector, then the
4 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing
5 and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

6 13. "Final Approval" means the date on which the Court enters an order granting final
7 approval of the Settlement Agreement.

8 14. "Gross Settlement Amount" means the Gross Settlement Amount of Three Million Five
9 Hundred Thousand Dollars (\$3,500,000), to be paid by Defendant in full satisfaction of all Released
10 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
11 Attorneys' Fees and Costs, the Class Representative Enhancement Payment/General Release Payment,
12 the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount
13 has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement
14 value of individual claims. In no event will Defendant be liable for more than the Gross Settlement
15 Amount except as set forth herein in the Escalator Clause. There will be no reversion of the Gross
16 Settlement Amount to Defendant. Defendant will be separately responsible for any employer-side
17 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall
18 not be paid from the Gross Settlement Amount.

19 15. "Individual Settlement Payment" means each Participating Class Member's and PAGA
20 Member's respective shares of the Net Settlement Fund and PAGA Fund.

21 16. "LWDA" means the California Labor and Workforce Development Agency.

22 17. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
23 after deduction of Court approved Attorneys' Fees and Costs, the Class Representative Enhancement
24 Payment/General Release Payment, the PAGA Settlement Amount, and Settlement Administration
25 Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no
26 reversion of the Net Settlement Fund to Defendant.

27 18. "Notice of Objection" or "Objection" means a Class Member's valid and timely written
28 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must be in writing and

1 include: (a) the objector’s full name, signature, address, and telephone number, (b) the name and case
2 number of this Action—*Brown v. Young Men’s Christian Association of Silicon Valley*, Case No.
3 20CV362508 (Santa Clara County Superior Court)—, (c) a concise, written statement articulating the
4 objection and all grounds for the objection accompanied by any legal support for such objection; (c) any
5 copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement
6 whether the objector intends to appear at the final fairness hearing and be heard in opposition to the
7 Settlement. The Notice of Objection must be returned by mail to the Settlement Administrator at the
8 specified address indicated in the Class Notice and must be postmarked by the Response Deadline, or, if
9 applicable, the extended Response Deadline as set forth in Paragraphs 56 and 59 herein.

10 19. “PAGA” means the California Labor Code Private Attorneys General Act, Labor Code
11 § 2698, *et seq.*

12 20. “PAGA Members” means all persons who were employed by Defendant in non-exempt
13 positions and worked on-site at the Work Locations in the State of California at any time during the
14 PAGA Period. As of November 17, 2023, there were approximately 2,900 PAGA Members.

15 21. “PAGA Period” means the period from February 13, 2019 through the Release End
16 Date.

17 22. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount that
18 the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the PAGA.
19 The amount of the PAGA Settlement Amount is subject to Court approval pursuant to California Labor
20 Code § 2699(l) and will be paid to the LWDA and PAGA Members. The Parties have agreed that Two
21 Hundred Thousand Dollars (\$200,000) of the Gross Settlement Amount will be allocated to the
22 resolution and satisfaction of Plaintiff’s and any other PAGA Members’ claims arising under PAGA.
23 Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Fifty Thousand Dollars (\$150,000), of
24 the PAGA Settlement Amount will be paid to the LWDA (“LWDA Payment”), and Twenty-Five
25 Percent (25%), or Fifty Thousand Dollars (\$50,000), of the PAGA Settlement will be disbursed to
26 PAGA Members (“PAGA Fund”), regardless whether the PAGA Members request to be excluded from
27 the Settlement Class. The payment to the LWDA will be forwarded by the Settlement Administrator and
28 any reallocations of settlement proceeds to increase the PAGA Settlement Amount will not constitute

1 grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the
2 same.

3 23. “Parties” means Plaintiff and Defendant collectively, each of whom is a “Party.”

4 24. “Participating Class Members” means all Class Members who do not submit timely and
5 valid Requests for Exclusion.

6 25. “Plaintiff” or “Class Representative” means Plaintiff Ethan Brown.

7 26. “Preliminary Approval” means the date on which the Court enters an order granting
8 preliminary approval of the Settlement Agreement.

9 27. “Release End Date” means date of Preliminary Approval or June 4, 2024, whichever is
10 earlier.

11 28. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
12 action that were pled, or reasonably could have been pled based on the operative facts alleged in the
13 operative First Amended Complaint for Damages, Penalties and for Injunctive Relief in the Action
14 during the Class Period, including, but not limited to, claims for violation of: (1) California Labor Code
15 §§ 510 and 1198 (unpaid overtime); (2) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and
16 1198 (unpaid minimum wages); (3) California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to
17 provide meal periods); (4) California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and
18 permit rest periods); (5) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage
19 statements and failure to maintain payroll records); (6) California Labor Code §§ 201 and 202 (wages
20 not timely paid upon termination); (7) California Labor Code § 204 (failure to timely pay wages during
21 employment); (8) Labor Code § 1198 and California Code of Regulations Title 8, Section 11100
22 Subdivision 5(A) (failure to provide reporting time pay); (9) California Labor Code § 2802
23 (unreimbursed business expenses); (10) California Business & Professions Code §§ 17200, *et seq.*
24 (unlawful business practices) based on the preceding claims; and (11) California Business & Professions
25 Code §§ 17200, *et seq.* (unfair business practices) based on the preceding claims. This release shall apply
26 to claims arising during the Class Period.

27 29. “Released PAGA Claims” means all claims for civil penalties under California Labor
28 Code §§ 2698, *et seq.*, that were pled, or could reasonably have been pled, based on the same facts

1 alleged in Plaintiff's First Amended Complaint for Damages, Penalties and for Injunctive Relief and/or
2 the PAGA notice/letter submitted to the LWDA on February 13, 2020, including claims premised on
3 violations of Labor Code § 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 1174, 1182.12, 1194, 1197,
4 1197.1, 1198, 2699, 2699.3, 2699.5, 2802, and 2810.5 as well as the applicable Industrial Welfare
5 Commission wage orders. This release shall apply to claims arising during the PAGA Period.

6 30. "Released Parties" collectively means: (a) Defendant; (b) Defendant's parent companies,
7 subsidiaries, child companies, divisions, affiliates, related companies, common ownership entities, and
8 co-employers through operation of law or otherwise; and (c) the past, present, and/or future officers,
9 board members, directors, shareholders, owners, managers, employees, agents, assigns, representatives,
10 attorneys, accountants, investors, lenders, administrators, auditors, consultants, trustees, insurers,
11 reinsurers, successors, predecessors in interest of each (a) and (b), collectively and individually, if any.

12 31. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
13 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the full
14 name, address, telephone number and last four digits of the Social Security Number of the Class
15 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
16 Administrator by mail at the address or by fax at the number indicated in the Class Notice; (d) clearly
17 state that the Class Member does not wish to be included in the Settlement Class; and (e) be faxed or
18 postmarked on or before the Response Deadline.

19 32. "Response Deadline" means the deadline by which Class Members must postmark or
20 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
21 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
22 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
23 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
24 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
25 the U.S. Postal Service is open.

26 33. "Settlement Administration Costs" means the fees and costs reasonably incurred by the
27 Settlement Administrator as a result of the procedures and processes expressly required by this
28 Settlement Agreement. The anticipated fees and costs for administering this Settlement, include, but not

1 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting on the
2 Individual Settlement Payments, the issuance of W-2 and 1099 IRS Forms, establishing a Qualified
3 Settlement Fund, preparing and distributing Class Notices, calculating, administering, and distributing
4 the Gross Settlement Amount, and providing necessary notices, reports, and declarations, as requested by
5 the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount,
6 including, if necessary, any such costs in excess of the amount represented by the Settlement
7 Administrator as being the maximum costs necessary to administer the Settlement, subject to Court
8 approval. Settlement Administration Costs are currently estimated to be Thirty Thousand Dollars
9 (\$30,000). Any portion of the Settlement Administration Costs not used or approved by the Court shall
10 be added to the Net Settlement Fund.

11 34. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
12 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
13 administering this Settlement. The Parties each represent that they do not have any financial interest in
14 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
15 could create a conflict of interest.

16 35. "Work Locations" mean Defendant's Locations at: (a) Central, (b) East Valley, (c) El
17 Camino, (d) East Palo Alto, (e) Mt. Madonna, (f) Northwest, (g) Palo Alto, (h) Sequoia, (i) South Valley,
18 and (j) Southwest.

19 36. "Workweeks" means the number of weeks (measured as Saturday to Friday) with at
20 least one workday in which there were positive work hours for each Class Member during the Class
21 Period, excluding weeks in which a Class Member did not work at all in a week due to a leave of
22 absence, sick time, vacation, or otherwise. All Class Members will be credited with at least one
23 Workweek during the Class Period, and all PAGA Members will be credited with at least one
24 Workweek during the PAGA Period.

25 **RECITALS**

26 37. This Settlement Agreement is made and entered into by and between Plaintiff and
27 Defendant, and it is subject to the terms and conditions hereof, and to the Court's approval. The Parties
28 expressly acknowledge that this Settlement Agreement is entered solely for the purpose of

1 compromising significantly disputed claims and that nothing herein is an admission of liability or
2 wrongdoing by Defendant. Defendant maintains, among other things, that it has complied with all
3 applicable laws in all respects.

4 38. Solely for the purpose of setting this Action, the Parties stipulate and agree that the
5 requisites for establishing class certification with respect to the Settlement Class meets the requirements
6 of California Code of Civil Procedure § 382. Defendant denies that, for any purpose other than settling
7 this lawsuit, this Action is appropriate for class action or representative treatment.

8 39. It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all
9 disputes and claims arising from or related to the allegations of this Action.

10 40. It is the Parties' intention that this Settlement Agreement shall not become effective until
11 the Court's order approving the settlement is final and there is no further recourse by an appellant or
12 objector who seeks to contest the Settlement.

13 41. Class Counsel has conducted a thorough investigation into the facts of this Action,
14 including an extensive review of relevant documents and data produced by Defendant, and has diligently
15 pursued an investigation of claims of the Class Members and PAGA Members against Defendant. Based
16 on their own independent investigation and evaluation, Class Counsel are of the opinion that the
17 Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class
18 Members and PAGA Members in light of all known facts and circumstances, including the risks of
19 significant delay, the risk of non-certification, and the defenses asserted by Defendant.

20 **TERMS OF AGREEMENT**

21 42. Now therefore, in consideration of the mutual covenants, promises, and agreements set
22 forth herein, the Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree, subject to
23 the Court's approval, as follows:

24 43. It is agreed by and between Plaintiff and Defendant that this Action and any claims,
25 damages, or causes of action arising out of the disputes which are the subject to this case be settled and
26 compromised as between Plaintiff, the Participating Class Members, PAGA Members, and Defendant,
27 subject to the terms and conditions set forth in this Settlement Agreement and the Court's approval.

28 44. Defendant will pay the total sum of Three Million Five Hundred Thousand Dollars

1 (\$3,500,000), known as the Gross Settlement Amount, as specified in this Settlement Agreement, subject
2 to the Escalator Provision below, in full satisfaction of all claims arising from the Action. In no event
3 shall Defendant be required to pay more than the Gross Settlement Amount as specified in this
4 Settlement Agreement, with the exception of Defendant's share of any employer payroll taxes to be paid
5 in connection with the Settlement, which shall be paid by Defendant separate and apart from the Gross
6 Settlement Amount. Defendant continues to deny any liability whatsoever and the payment of the sum
7 shall not be considered any admission in regard to the same.

8 45. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
9 the Gross Settlement Amount of Three Million Five Hundred Thousand Dollars (\$3,500,000).
10 Defendant will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross
11 Settlement Amount will be used, subject to Court approval, for: (a) Individual Settlement Payments; (b)
12 the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement
13 Payment/General Release Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration
14 Costs. Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to
15 be established by the Settlement Administrator within twenty-one (21) calendar days of the Effective
16 Date ("Funding Date"), provided, however, that the Settlement Administrator provides to Defendant all
17 the settlement funding information needed to make said deposit. The Parties agree that the QSF is
18 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and
19 Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Settlement
20 Administrator as such.

21 46. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
22 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
23 one third (1/3) the Gross Settlement Amount, or One Million One Hundred Sixty-Six Thousand Six
24 Hundred Sixty-Seven Dollars (\$1,166,667), plus the reimbursement of out-of-pocket costs and expenses
25 associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees,
26 investigations costs, etc.), not to exceed Thirty Thousand Dollars (\$30,000), both of which will be paid
27 from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class
28 Counsel reflecting the Attorneys' fees and Costs. Any portion of the Attorneys' Fees and Costs not

1 awarded to Class Counsel shall be added to the Net Settlement Fund and shall be distributed to
2 Participating Class Members as provided in this Settlement Agreement.

3 47. Class Representative Enhancement Payment/General Release Payment. In exchange for
4 a general release and in recognition of his effort and work in prosecuting the Action on behalf of Class
5 Members, Defendant agrees not to oppose or impede any application or motion for a Class
6 Representative Enhancement Payment/General Release Payment of up to Twenty Thousand Dollars
7 (\$20,000). The Class Representative Enhancement Payment/General Release Payment will be paid from
8 the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid
9 pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff
10 reflecting the Class Representative Enhancement Payment/General Release Payment. Plaintiff will be
11 solely and legally responsible to pay any and all applicable taxes on the Class Representative
12 Enhancement Payment/General Release Payment, and shall hold Defendant, Class Counsel, and
13 Defendant's counsel from any claim or liability for taxes, penalties, or interest arising from a result of the
14 Class Representative Enhancement Payment/General Release Payment. Plaintiff understands and agrees
15 that this Settlement Agreement shall remain in full force and effect even if the full amount of Class
16 Representative Enhancement Payment/General Release Payment sought by Plaintiff is not ultimately
17 awarded by the Court. Further, any portion of the Class Representative Enhancement Payment/General
18 Release not awarded to Plaintiff shall be added to the Net Settlement Fund and shall be distributed to
19 Participating Class Members as provided in this Settlement Agreement.

20 48. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments from the Gross
22 Settlement Amount, which is currently estimated to be Thirty Thousand Dollars (\$30,000). These costs,
23 which will be paid from the Gross Settlement Amount, shall include, *inter alia*, printing, distributing, and
24 tracking documents for this Settlement, tax reporting on the Individual Settlement Payments, the issuing
25 of 1099 and W-2 IRS Forms, establishing a Qualified Settlement Fund, preparing and distributing Class
26 Notices, calculating, administering, and distributing the Gross Settlement Amount, and providing
27 necessary notices, reports and declarations, as requested by the Parties.

28 49. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount

of Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Amount will be allocated to the resolution and satisfaction of Plaintiff's and any other PAGA Members' claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Fifty Thousand Dollars (\$150,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Fifty Thousand Dollars (\$50,000), will be paid to PAGA Members on a pro rata basis in proportion to the number of Workweeks worked during the PAGA Period, compared to the total number of Workweeks worked by all PAGA Members during the PAGA Period.

50. No Right to Exclusion or Objections to the PAGA Settlement. Because of the binding nature of a PAGA judgment on non-party employees with this settlement resolving claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount. As such, a Class Member who is also a PAGA Member will receive his or her portion of the PAGA Fund and be bound by the Released PAGA Claims regardless of whether a timely Request for Exclusion is submitted.

51. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

52. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

53. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

53(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's

1 estimated "Individual Settlement Payment" from the Net Settlement Fund,
2 the Settlement Administrator will use the following formula: The Net
3 Settlement Fund will be divided by the aggregate total number of
4 Workweeks during the Class Period, resulting in the "Workweek Value."
5 Each Class Member's "Individual Settlement Payment" will be calculated
6 by multiplying each individual Class Member's total number of Workweeks
7 by the Workweek Value. The Individual Settlement Payment will be
8 reduced by any required deductions or withholdings for each Participating
9 Class Member as specifically set forth herein, including employee-side tax
10 withholdings or deductions. The entire Net Settlement Fund will be
11 disbursed to all Class Members who do not submit timely and valid
12 Requests for Exclusion. If there are any valid and timely Requests for
13 Exclusion, the Settlement Administrator shall proportionately increase the
14 Individual Settlement Payment for each Participating Class Member
15 according to the number of Workweeks worked, so that the amount actually
16 distributed to the Settlement Class equals 100% of the Net Settlement Fund.

17 53(b) Payments from the PAGA Fund. Defendant will calculate the total number
18 of Workweeks worked by each PAGA Member during the PAGA Period
19 and the aggregate total number of Workweeks worked by all PAGA
20 Members during the PAGA Period. To determine each PAGA Member's
21 estimated "Individual Settlement Payment," the Settlement Administrator
22 will use the following formula: The PAGA Fund will be divided by the
23 aggregate total number of Workweeks during the PAGA Period, resulting in
24 the "PAGA Workweek Value." Each PAGA Member's "Individual
25 Settlement Payment" will be calculated by multiplying each individual
26 PAGA Member's total number of Workweeks by the PAGA Workweek
27 Value. The entire PAGA Fund will be disbursed to all PAGA Members.

28 54. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual

1 Settlement Payments shall be deemed to be income solely in the year in which the Settlement Payments
2 are received by the Participating Class Members and PAGA Members. It is expressly understood and
3 agreed that the receipt of the Individual Settlement Payments, and any other payments made pursuant to
4 the Settlement will not entitle any Participating Class Member or PAGA Member to additional
5 compensation or benefits under any company bonus, contest, or other compensation or benefit plan or
6 agreement in place (including, but not limited to, health and welfare benefits) during the period covered
7 by the Settlement, nor will it be utilized to calculate or entitle any additional benefits under any benefit
8 plans to which any Class Members or Paga Members may be eligible, including, but not limited to
9 profit-sharing plans, bonus plans, 401(k) plans or other deferred compensation plans, matching benefits,
10 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
11 the Parties' intention that the Individual Settlement Payments provided for in this Settlement Agreement
12 are the sole payments to be made by Defendant to Participating Class Members and PAGA Members in
13 connection with the Settlement, and that Participating Class Members and PAGA Members are not
14 entitled to any new or additional compensation or benefits as a result of having received the payments
15 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
16 might have been in effect during the period covered by this Settlement). This Settlement Agreement will
17 not affect any rights, contributions, or amounts to which any Class Members may be entitled under any
18 benefit plans.

19 55. Administration Process. The Parties agree to cooperate in the administration of the
20 Settlement, take all steps necessary and appropriate to consummate the Settlement and obtain a judgment
21 from the Court following its anticipated approval, and to make all reasonable efforts to control and
22 minimize the costs and expenses incurred in administration of the Settlement.

23 56. Delivery of the Class List. Within twenty-one (21) calendar days the date of Preliminary
24 Approval, Defendant will provide the Class List to the Settlement Administrator. If the 21st calendar day
25 falls on a weekend or Court holiday, the last date on which to provide the Class List will be extended to
26 the next court day.

27 57. Settlement Administrator's Handling of Personally Identifiable Information. The
28 Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (a)

1 provide reasonable and appropriate administrative, physical, and technical safeguards for any personally
2 identifiable information (“PII”), which it receives from Defendant’s counsel and/or Class Counsel; (b)
3 not disclose the PII to third parties, including agents or subcontractors, without Defendant’s consent; (c)
4 not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (d) promptly
5 provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or
6 destruction. The Settlement Administrator may provide notice to both Parties if the PII is subject to
7 unauthorized access, use, disclosure, modification, or destruction; however, all additional
8 communications from the Settlement Administrator regarding the scope, circumstances, and substance
9 shall be communicate solely to Defendant’s counsel.

10 58. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
11 List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via
12 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
13 List.

14 59. Confirmation of Updated Contact Information in the Class List. Prior to mailing, the
15 Settlement Administrator will perform a search based on the National Change of Address Database for
16 information to update and correct for any known or identifiable address changes. Any Class Notices
17 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be
18 re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
19 Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding
20 address is provided, the Settlement Administrator will promptly attempt to determine the correct address
21 using a skip-trace, or other search using the name, address and/or Social Security Number of the Class
22 Member involved, and will then perform a single re-mailing. Those Class Members who are sent a re-
23 mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15)
24 calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion
25 or an Objection to the Settlement.

26 60. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice will
27 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement’s principal
28 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each

1 respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA
2 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and
3 the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
4 Period and PAGA Period; (g) instructions on how to submit valid Requests for Exclusion or Notices of
5 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,
6 or postmark Notices of Objection to the Settlement; (i) the date of the final fairness hearing, and (j) the
7 claims to be released. The Class Notice will also inform Class Members that, in order to receive the
8 Individual Settlement Payment, they do not need to do anything except keep the Settlement
9 Administrator apprised of their current mailing address.

10 61. Disputed Information on Class Notices. Class Members will have an opportunity to
11 dispute the information provided in their Class Notices. To the extent Class Members dispute their
12 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
13 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
14 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
15 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
16 and will be decided within ten (10) business days after the Response Deadline.

17 62. Request for Exclusion (Opt Out) Procedures. Any Class Member wishing to opt-out
18 from the Settlement Agreement must sign and fax or postmark a valid, written Request for Exclusion to
19 the Settlement Administrator within the Response Deadline. The postmark date will be the exclusive
20 means to determine whether a Request for Exclusion has been timely submitted. Except as stated herein,
21 by submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or
22 her option to opt out of the Settlement and not be bound by this Settlement Agreement. However, in light
23 of the binding nature of a PAGA judgment on non-party employees, a Class Member who is also a
24 PAGA Member will receive his or her portion of the PAGA Settlement Amount and be bound by the
25 Released PAGA Claims regardless of whether a timely Request for Exclusion is submitted. Any Class
26 Member who fails to submit a valid and timely Request for Exclusion on or before the Response
27 Deadline shall be deemed a Participating Class Member and will be bound by all terms of the Settlement
28 Agreement to the fullest possible extent, if the Settlement Agreement is granted Final Approval by the

1 Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
2 Members to opt out of the Settlement. Upon request, the Settlement Administrator shall provide counsel
3 with a complete list of all Class Members who have timely submitted a Request for Exclusion.

4 63. Escalator. The Gross Settlement Amount is based on Defendant's representation at the
5 December 27, 2023 mediation that the Class Members worked approximately 283,557 Workweeks
6 during the period of January 31, 2016 through November 17, 2023 in connection with the class claims. If
7 the total number of Workweeks worked by all Class Members during the entire Class Period exceeds the
8 estimate (i.e., 283,557) by more than 10% (i.e., a total of more than 311,913), then Defendant must elect
9 to either: (1) proportionally increase the Gross Settlement Amount according to the following formula:
10 Proportionally Increased Gross Settlement Amount = Total Number of Workweeks Worked During the
11 Class Period ÷ 311,913 × \$3,500,000; or (2) advance the Release End Date to correspond to the last date
12 on which the total number of Workweeks worked during the Class Period was not greater than Three
13 Hundred Eleven Thousand Nine Hundred and Thirteen (311,913).

14 64. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
15 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
16 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
17 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
18 Settlement.

19 65. Releases by Participating Class Members. Upon the Funding Date, and except as to such
20 rights or claims as may be created by this Settlement Agreement, Plaintiff and each Participating Class
21 Member, together and individually, on their behalf and on behalf of their respective heirs, devisees,
22 executors, administrators, agents, assigns, trustees, insurers, and attorneys, shall and do hereby fully,
23 finally, and forever release and discharge all of the Released Parties, or any of them, from each of the
24 Released Class Claims arising during the Class Period for and in consideration of the mutual promises,
25 terms, and conditions by and between Plaintiff, the Participating Class Members, and Defendants set
26 forth herein, the sufficiency of which consideration is expressly acknowledged.

27 66. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
28 claims as may be created by this Settlement Agreement, Plaintiff, each PAGA Member, and the LWDA,

1 together and individually, on their behalf and on behalf of their respective heirs, devisees, executors,
2 administrators, agents, assigns, trustees, insurers, and attorneys, shall and do hereby fully, finally, and
3 forever release and discharge all of the Released Parties, or any of them, from all of the Released PAGA
4 Claims arising during the PAGA Period for and in consideration of the mutual promises, terms, and
5 conditions by and between Plaintiff, the Participating PAGA Members, and Defendants set forth herein,
6 the sufficiency of which consideration is expressly acknowledged.

7 67. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to
8 void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or
9 more of Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion.
10 If Defendant exercises the option to rescind, Defendant must provide written notice to Class Counsel
11 within fourteen (14) calendar days after the Response Deadline. If the fourteenth calendar day falls on a
12 weekend or court holiday, then the deadline to provide written notice shall be extended until the next
13 court day. If the option to rescind is exercised, then Defendant will be solely responsible for all
14 Settlement Administration Costs incurred up to the date of Defendant's notice of rescission. In the event
15 the Settlement is rescinded, the Parties shall proceed in all respects as if this Settlement Agreement had
16 not been executed.

17 68. Objection Procedures. To object to the Settlement Agreement, a Class Member must
18 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
19 Deadline, or appear in person at the final fairness hearing.

20 68(a) Any Class Members who fail to object either by submitting a timely and
21 valid Notice of Objection or appearing in person at the final fairness hearing
22 will be deemed to have waived all objections to the Settlement and will be
23 foreclosed from making any objections, whether to the Court, by appeal or
24 otherwise, to the Settlement Agreement and the Court's Final Order and
25 Judgement unless otherwise ordered by the Court.

26 68(b) Counsel for the Parties shall file any response to a Notice of Objection, if
27 any, at least five (5) court days before the date of the final fairness hearing.

28 68(c) Objecting Class Members will have the right to appear at the final fairness

hearing in order to have their objections heard by the Court.

68(d) At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

68(e) If a Class Member timely submits both a valid Notice of Objection and a valid Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

69. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or Objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. The Settlement Administrator shall also forward to the Parties' counsel any Objections received immediately upon receipt. Class Counsel will file copies of any Objection(s) received with the Court. Further, if requested by the Parties' counsel, the Settlement Administrator shall forward any Request for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

70. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

71. Un-cashed Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members shall be negotiable for one hundred and eighty (180)

1 calendar days from the date of issuance. This is a non-reversionary settlement. All proceeds represented
2 by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment
3 checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance
4 will be tendered pursuant to Code of Civil Procedure section 384 to the Justice Gap Fund maintained by
5 the State Bar of California as the *cy pres* recipient. In such event, the Participating Class members and
6 PAGA Members who did not timely cash their checks will nevertheless remain bound by the Released
7 Class Claims and Released PAGA Claims, respectively.

8 72. Non-Liability Regarding Check Payments. Neither Plaintiff nor Defendant (or their
9 respective Counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or
10 unauthorized negotiation of checks.

11 73. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 74. Treatment of Individual Settlement Payments. All Individual Settlement Payments made
15 to Participating Class Members from the Net Settlement Fund will be allocated as follows: (a) Twenty
16 Percent (20%) will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty
17 Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.
18 Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS
19 Forms 1099-MISC will be issued.

20 75. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
21 will be responsible for issuing the payments and withholding all required state and federal taxes in
22 accordance with this Settlement Agreement. The Settlement Administrator will issue to Plaintiff,
23 Participating Class Members, PAGA Members, and Class Counsel any IRS Form W-2, IRS Form 1099,
24 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
25 Settlement Administrator will be responsible for preparing these forms correctly. The Settlement
26 Administrator will also be responsible for remitting all payroll taxes and penalties to the appropriate
27 government authorities on behalf of Defendant. Plaintiff, Participating Class Members, PAGA
28 Members, and Class Counsel will be responsible for correctly characterizing this compensation for tax

1 purposes and for paying any taxes on the amounts received. Plaintiff, Participating Class Members,
2 PAGA Members, and Class Counsel agree to indemnify Defendant for any liability they may incur to
3 any tax authority on account of Plaintiff, Participating Class Members, PAGA Members, and/or Class
4 Counsel's failure to pay all taxes due on the amounts paid to them under this Settlement Agreement.

5 76. Tax Liability. The Parties and their respective Counsel make no representation as to the
6 tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class
7 Members, and PAGA Members are not relying on any statement, representation, or calculation by
8 Defendant or by the Settlement Administrator in this regard.

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

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
3 AGREEMENT.

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

8 79. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
9 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
10 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
11 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
12 likewise be treated as void from the beginning.

13 80. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
14 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
15 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
16 approval of the Settlement Agreement under the legal standards relating to the preliminary approval of
17 class action settlements, (c) approving the form of the Class Notice and finding that the proposed method
18 of disseminating the Class Notice is the best notice practicable under the circumstances, (d) approving
19 the Settlement Administrator as specified herein, (e) establishing procedures and the deadline by which
20 the Class Members may submit Requests for Exclusion or Objections to the Settlement; and (f) setting a
21 date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be
22 sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
23 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will
24 include the proposed Class Notice, attached as Exhibit A. Class Counsel will be responsible for drafting
25 all documents necessary to obtain preliminary approval.

26 81. Settlement Administrator. The Parties agree that the Settlement Administrator shall have
27 the authority to mail the Class Notice, create and administer the QSF and Gross Settlement Amount,
28 process Requests for Exclusion, and disburse sums from the Gross Settlement Amount. The Settlement

1 Administrator must have adequate security to protect the privacy rights of the employees about whom it
2 is receiving information, and to protect the QSF, and must memorialize this in a contract that meets the
3 approval of the Parties and the Court.

4 82. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
5 deadlines to submit Requests for Exclusion or Objections to the Settlement Agreement, and with the
6 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
7 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
8 the Class Representative Enhancement Payment/General Release Payment; (c) Individual Settlement
9 Payments; (d) the Labor and Workforce Development Agency Payment; and (e) all Settlement
10 Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days
11 after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
12 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
13 application to be heard at the final fairness hearing.

14 83. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
15 Court or after the final fairness hearing, the Parties will jointly present the Judgment to the Court for its
16 approval pursuant to California Rule of Court 3.769 and consistent with the terms of this Settlement
17 Agreement. After entry of the Judgment, the Parties will request that the Court have continuing
18 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the
19 Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be
20 appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will
21 be posted to the Settlement Administrator's website.

22 84. General Release and Waiver of Civil Code § 1542 by Plaintiff Ethan Brown. Upon the
23 Funding Date and as a condition to obtaining the Class Representative Enhancement Payment/General
24 Release Payment, in addition to the claims being released by all Participating Class Members and PAGA
25 Members, Plaintiff will and does hereby fully, finally, and forever release and discharge the Released
26 Parties from the Released Class Claims and Released PAGA Claims, and further agrees to a general
27 release of any and all claims, actions, charges, complaints, grievances, and causes of action, of whatever
28 nature, whether known or unknown, asserted and not asserted, which exist or may exist on Plaintiff

1 Ethan Brown's behalf against the Released Parties as of the date of execution of this Settlement
2 Agreement, including, but not limited to any and all tort claims, contract claims, breach of the implied
3 covenant of good faith and fair dealing claims, wage claims, wrongful termination claims, discrimination
4 claims, harassment claims, disability claims, benefit claims, public policy claims, retaliation claims,
5 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
6 defamation claims, fraud claims, misrepresentation claims, quantum meruit claims, and any and all
7 claims arising under any federal, state, or other governmental statute, law, regulation, or ordinance,
8 including, but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), California
9 Labor Code, Wage Orders of California's Industrial Welfare Commission (IWC), other state wage and
10 hour laws, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California
11 Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
12 California's Whistleblower Protection Act, California Business & Professions Code § 17200, et seq. To
13 the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar
14 provisions of other applicable law may apply, Plaintiff expressly waives and relinquishes any and all
15 claims, rights, and benefits conferred upon him by the provisions of Section 1542 of the California Civil
16 Code or similar provisions of applicable law which are as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
20 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
21 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
22 PARTY.

23 Plaintiff Ethan Brown may hereafter discover claims or facts in addition to, or different from, those
24 which he now knows or believes to exist, but Plaintiff Ethan Brown expressly agrees to fully, finally, and
25 forever settle and release any and all claims against the Released Parties, known or unknown, suspected
26 or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this
27 Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff Ethan
28 Brown's employment with Defendant.

1 85. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
2 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

4 86. Headings. Paragraph headings or titles are inserted as a matter of convenience and for
5 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any
6 provision of it. Each term of this Settlement Agreement is contractual and not merely a recital.

7 87. Entire Agreement. This Settlement Agreement, Memorandum of Understanding, and
8 any attached Exhibits thereto constitute the entirety of the Parties' settlement terms. No other prior or
9 contemporaneous written or oral agreements, understandings, representations, and statements may be
10 deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
11 California Code of Civil Procedure Section 1856(a), which provide that a written agreement intended by
12 the Parties as a final expression of their agreement with respect to the terms included therein may not be
13 contradicted by extrinsic evidence of a prior agreement or of a contemporaneous oral agreement, and the
14 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
15 the terms of this Settlement Agreement except as permitted by law.

16 88. Amendment or Modification. No amendment, change, or modification to this Settlement
17 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
18 by the Court.

19 89. Authorization to Enter Into Settlement Agreement. The signatories hereto hereby
20 represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the
21 terms and conditions hereof. Counsel for all Parties warrant and represent they are expressly authorized
22 by the Parties whom they represent to negotiate this Settlement Agreement. The Parties and their counsel
23 will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If
24 the Parties are unable to reach agreement on the form or content of any document needed to implement
25 the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
26 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

27 90. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the heirs, trustees, executors, administrators, successors, and/or assigns of the

Parties, Class Members, and PAGA Members hereto, as previously defined.

91. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California. The Parties intend this Agreement to be binding and enforceable pursuant to Code of Civil Procedure § 664.6.

92. 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 and by electronic (e.g., DocuSign), facsimile, or scanned signatures. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, when taken together will be deemed to be one and the same instrument.

93. Class Member Signatories. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute this Settlement Agreement. The Class Notice will advise the Class of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

94. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

95. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

96. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

97. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to

1 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
2 approved, the stipulation to certification will be void. The Parties further agree that certification for
3 purposes of the Settlement is not an admission that class action certification is proper under the standards
4 applied to contested certification motions and that this Settlement Agreement will not be admissible in
5 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
6 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

7 98. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
8 that has arisen between them and solely with the intention to avoid the burden, expense and risk of
9 continued litigation. Defendant maintains, among other things, that it has complied with all applicable
10 laws in all respects. In entering into this Settlement, Defendant does not admit, and specifically denies,
11 that it violated any federal, state, or local law; violated any regulations or guidelines promulgated
12 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
13 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
14 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of
15 its terms or provisions, nor any of the negotiations connected with it, will be construed or deemed as an
16 admission or concession by Defendant of any such liability, culpability, negligence, wrongdoing,
17 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
18 the terms of this Settlement, this Settlement Agreement and its terms and provisions as well as the
19 settlement negotiations, papers submitted to or oral arguments made to the Court for the purpose of
20 approving the settlement, or any other aspect of the settlement will not be offered or received as evidence
21 in any action or proceeding to establish any liability or admission on the part of Defendant or to establish
22 the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
23 or other applicable law. Payment of wages does not extend or alter the period of employment of Class
24 Members or PAGA Members for any purpose.

25 99. No Public Comment: The Parties agree that the terms of this Settlement shall be
26 maintained in confidence until such time as the Plaintiff files the Motion for Preliminary Approval of
27 Class Action and PAGA Settlement. The negotiations and discussions preceding submission of the
28 Settlement for preliminary approval will remain strictly confidential, unless otherwise agreed to by the

1 Parties or otherwise ordered by the Court. Plaintiff and Class Counsel will not issue a press release or
2 post anything on a website or any form of social media, or advertise the terms of the Settlement through
3 written, reported or other electronic communications except as ordered by a court. However, Class
4 Counsel will be authorized to describe the nature of the case, without disclosing the parties, for purposes
5 of showing their qualification to act as class counsel or as PAGA counsel. If Plaintiff and Class Counsel
6 are contacted by the press regarding this case, they will only state that the lawsuit exists and has been
7 resolved.

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

11 101. Enforcement Actions. In the event that one or more of the Parties institutes any legal
12 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
13 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
14 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
15 expert witness fees incurred in connection with any enforcement actions.

16 102. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
18 more strictly against one party than another merely by virtue of the fact that it may have been prepared
19 by counsel for one of the Parties or by reason of the extent to which any Party or Party's counsel
20 participated in the drafting of this Agreement, it being recognized that, because of the arms'-length
21 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
22 Agreement.

23 103. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
26 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

27 104. All Terms Subject to Final Court Approval. All terms, amounts, and procedures
28 described in this Settlement Agreement herein will be subject to final Court approval.

105. Cooperation and Execution of Necessary Documents. All Parties agree to fully cooperate in good faith with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution all such documents and taking of such action to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall take all reasonably necessary steps to secure the Court's final approval of this Settlement Agreement. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

106. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, 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.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily execute this Settlement Agreement as of the date(s) set forth below.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

DocuSigned by:

Ethan Brown

F9E2337AC3CF405...
Ethan Brown

Dated: 10/16/2024

**DEFENDANT YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SILICON VALLEY**

Jim Hori
Jim Hori

President & CEO and authorized representative

Dated: 6/7/2024

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: October 16, 2024

By: 
Raul Perez
Attorneys for Plaintiff Ethan Brown

HOPKINS & CARLEY

Dated: June 10, 2024

By: 
Shirley Jackson
Attorneys for Defendant Young Men's Christian
Association of Silicon Valley

Exhibit A

IMPORTANT LEGAL NOTICE

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

Brown v. Young Men's Christian Association of Silicon Valley, Case No. 20CV362508
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA CLARA

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: All persons who were employed by Defendant Young Men's Christian Association of Silicon Valley ("Defendant") in non-exempt positions and worked on-site at the following work locations in the State of California at any time during the period from January 31, 2016 through [the date of Preliminary Approval or June 4, 2024, whichever is earlier] ("Class Members"): (i) Central, (ii) East Valley, (iii) El Camino, (iv) East Palo Alto, (v) Mt. Madonna, (vi) Northwest, (vii) Palo Alto (viii) Sequoia, (ix) South Valley, and (x) Southwest ("Work Locations").

YOU ARE NOT BEING SUED. PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

A proposed settlement (the "Settlement") has been reached in the class action lawsuit entitled *Ethan Brown v. Young Men's Christian Association of Silicon Valley* and assigned Case No. 20CV362508 (the "Action"). On [REDACTED], the Honorable Theodore C. Zayner of the Santa Clara County Superior Court preliminarily approved this Settlement as being fair and reasonable to the Class Members, and ordered the litigants to notify all Class Members of the Settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the Settlement.**

Unless you choose to opt out of the Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2024 in Department 19 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

2. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund. You may also be deemed a "PAGA Member, who is eligible for payment from the PAGA Fund. In exchange, you will be bound by the terms of the Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period and PAGA Period, respectively.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the Settlement, you can opt-out of the Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the Settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the class portion of the Settlement, but not the PAGA portion of the Settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 19 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

3. SUMMARY OF THE ACTION

Plaintiff Ethan Brown, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements and maintain payroll records; (5) provide reporting time pay; and (6) provide reimbursement for business expenses. It is also alleged that, as a result of these claims, Defendant must pay civil penalties

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

under the California Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”) and engaged in unlawful business practices in violation of Business and Professions Code § 17200, et seq.

Defendant has denied, and continues to deny, the factual and legal allegations of wrongdoing in the case, and Defendant believes that it has complied with the law and has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

4. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff Ethan Brown is the person who is bringing this Action on your behalf and on behalf of other similarly situated employees.

In the Action, the Plaintiff seeks to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the class at the same time. A class member is bound by the determination or judgment entered in the case (regardless of whether the class wins or loses), and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The people who are included in the “Settlement Class” are all persons who were employed by Defendant in the State of California in non-exempt positions and worked on-site at the following Work Locations at any time during the period from January 31, 2016 through [the date of Preliminary Approval or June 4, 2024, whichever is earlier] (“Class Period”): (i) Central (1717 The Alameda, San Jose), (ii) East Valley (1975 South White Road, San Jose), (iii) El Camino (2400 Grant Road, Mountain View), (iv) East Palo Alto (550 Bell Street, East Palo Alto), (v) Mt. Madonna (171 W. Edmundson Ave, Morgan Hill), (vi) Northwest (20803 Alves Drive, Cupertino), (vii) Palo Alto (3412 Ross Road, Palo Alto), (viii) Sequoia (1445 Hudson Street, Redwood City), (ix) South Valley (5632 Santa Teresa Blvd, San Jose), and (x) Southwest (13500 Quito Road, Saratoga). These people are known as “Class Members.” However, if any Class Members submit a timely and valid request for exclusion and opts out of the Settlement, those Class Members will be excluded from the Settlement Class.

Class Members may also be eligible to receive a payment under the PAGA (Labor Code § 2699 *et seq.*) if they were employed by Defendant in a non-exempt position and worked onsite at one or more Work Locations during the period commencing on February 13, 2019 and ending on [the date of Preliminary Approval or June 4, 2024, whichever is earlier] (“PAGA Period”). These people are known as both “Class Members” and “PAGA Members.”

6. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he could have won at trial. Defendant thinks it could have won at trial. But there was no trial. Instead, the parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The Plaintiff and counsel for the Plaintiff who were appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class Members.

7. SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$3,500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class

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Representative Enhancement Payment/General Release Payment of \$20,000 to Plaintiff Ethan Brown for his services on behalf of the class and for a release of all claims arising out of his employment with Defendant; (3) \$1,166,667 in attorneys' fees and up to \$30,000 in litigation costs and expenses; (4) a \$200,000 settlement of claims for civil penalties under PAGA, inclusive of a \$150,000 payment to the California Labor and Workforce Development Agency ("LWDA"), and a \$50,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$30,000. After deducting the above payments, a total of approximately \$2,053,333 will be allocated to Class Members who do not opt out of the class portion of the Settlement ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$50,000 PAGA Fund, regardless whether they opt out of the class portion of the Settlement.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from January 31, 2016 through [the date of Preliminary Approval or June 4, 2024, whichever is earlier] ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions or withholdings for each Class Member as specifically described in this notice, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked on-site at one or more of the Work Locations during the Class Period in a non-exempt position for a total of [redacted] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [redacted].

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from February 13, 2019 through [the date of Preliminary Approval or June 4, 2024, whichever is earlier] ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the PAGA portion of the Settlement or the corresponding release of claims under California Labor Code §§ 2698, *et seq.*, so the PAGA Member will receive their portion of the PAGA Fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked on-site at one or more of the Work Locations during the PAGA Period in a non-exempt position for a total of [redacted] Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [redacted].

Your Total Estimated Payment: Based on the above, your total estimated payment from the Settlement is approximately \$ [redacted]. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, IRS Form W-2s, or letters from Human Resources). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

c/o [REDACTED]
Fax No. [REDACTED]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members by the Settlement Administrator and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each Settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

8. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims (on your own behalf and on behalf of your spouse, heirs devisees, executors, administrators, permitted assigns, trustees, insurers, and attorneys) arising during the Class Period, and if you are also a PAGA Member, you will be deemed to have released or waived the Released PAGA Claims (on your own behalf and on behalf of your spouse, heirs devisees, executors, administrators, permitted assigns, trustees, insurers, and attorneys) arising during the PAGA Period:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged based on the operative facts pleaded in the operative First Amended Complaint for Damages, Penalties and for Injunctive Relief (“Operative Complaint”) during the Class Period, including, but not limited to, claims for violation of: (1) California Labor Code §§ 510 and 1198 (unpaid overtime); (2) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (7) California Labor Code § 204 (failure to timely pay wages during employment); (8) Labor Code § 1198 and California Code of Regulations Title 8, Section 11100 Subdivision 5(A) (failure to provide reporting time pay); (9) California Labor Code § 2802 (unreimbursed business expenses); (10) California Business & Professions Code §§ 17200, *et seq.* (unlawful business practices) based on the preceding claims; and (11) California Business & Professions Code §§ 17200, *et seq.* (unfair business practices) based on the preceding claims.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were pled or could reasonably have been pled based on the same facts alleged in the Operative Complaint and/or Plaintiff’s notice/letter submitted to the LWDA on February 13, 2020, including claims premised on violations of Labor Code § 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2699, 2699.3, 2699.5, 2802, and 2810.5 as well as the applicable Industrial Welfare Commission Wage Orders.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the class portion Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator clearly stating that you do not wish to participate in the Settlement. The written request for exclusion must include your full name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and submit the request for exclusion by either First Class U.S. Mail (or equivalent), to the address below or by fax to the number below.

Settlement Administrator
c/o [REDACTED]
[REDACTED]

The Request for Exclusion must be postmarked or faxed not later than [REDACTED], 2024. If you submit a Request for Exclusion which is not postmarked or faxed by [REDACTED], 2024, your Request for Exclusion will be rejected, and you will be included in the Settlement.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not receive a payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and receive a payment from the PAGA Fund.

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from a settlement of PAGA claims. As such, you will still receive payment from the PAGA Fund and be bound by the Settlement of the PAGA claims if you are a PAGA Member.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the Settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must include: (1) your full name, signature, address, and telephone number, (2) the name and case number of this Action—*Brown v. Young Men's Christian Association of Silicon Valley*, Case No. 20CV362508 (Santa Clara County Superior Court)—, (3) a concise written statement of all grounds for the objection accompanied by any legal support for such objection; (4) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the Settlement Administrator at [administrator's address].

All written objections must be received by the Settlement Administrator by not later than [REDACTED], 2024. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only. If you submit both a valid objection and a valid request for exclusion, your request for exclusion will be given priority and considered valid, your objection will be rejected, and you shall not participate in or be bound by the Settlement.

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You may also, if you wish, appear at the Final Fairness Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of the State of California, for the County of Santa Clara and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

IF YOU DO NOT TIMELY SUBMIT A VALID WRITTEN OBJECTION OR APPEAR AT THE FINAL FAIRNESS HEARING, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

9. ADDITIONAL INFORMATION

This Notice of Class Action Settlement is only a summary of the case and the Settlement. For a more detailed statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

Settlement Administrator:

c/o [REDACTED]
[REDACTED]
[REDACTED]

Telephone No. [REDACTED]

Class Counsel:

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 413-6769

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******