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Attorneys for Plaintiff and the Class

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

VICTORIA TICE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV00892

[Assigned to the Honorable Thomas P. Anderle,
Department 3]

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 12, 2023

Time: 10:00 A.M.

Dept.: 3

Complaint Filed: February 14, 2020

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Named Plaintiff Victoria Tice (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On February 10, 2020, Plaintiff filed written notice with the California Labor & Workforce Development Agency (“LWDA”), alleging violations by Defendant Trader Joe’s Company (“Defendant”) of Labor Code §§ 201-204, 212, and 213 pursuant to the PAGA, Labor Code § 2699.

3. On February 14, 2020, Plaintiff filed her class and PAGA action Complaint against Defendant in Santa Barbara County Superior Court. The Complaint alleges causes of action for (1) violation of Labor Code §§ 201-203 and (2) violation of the PAGA, Labor Code § 2698, *et seq.*

4. Plaintiff's class and PAGA claims as pled in the Complaint are predicated upon the allegations that Defendant issued payment of final wages to separated employees via a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, resulting in a failure to timely pay all wages owed at the time of separation of employment. As a result of the alleged violations above, Plaintiff seeks statutory and civil penalties under the California Labor Code and the PAGA, as well as attorneys' fees and costs.

5. After the filing of the Complaint and early exchange of written discovery, the Parties agreed to engage in mediation. In connection with mediation, the Parties engaged in informal discovery to allow Plaintiff to assess the claims and liability, as well as analyze the maximum exposure of damages and penalties. Defendant provided Plaintiff's counsel with informal data and information pertaining to the number of putative class members, as well as documents and information pertaining to Defendant's policies and practices regarding payment

1 of final wages to separating employees and use of paycards.

2 6. On November 17, 2020, the Parties attended mediation with Gig Kyriacou, Esq.
3 Despite a full day of arm's-length negotiations, the Parties were unable to reach an agreement
4 during the mediation and continued litigating the Action.

5 7. The Parties engaged in further formal discovery, including the taking of
6 depositions, issuance of third-party subpoenas, and production of documents. The Parties also
7 engaged in substantial motion practice, including a motion for class certification, motion to
8 strike, and litigation regarding Plaintiff's subpoena to the pay card provider. Thereafter, the
9 Parties re-engaged Mr. Kyriacou with further settlement discussions.

10 8. After thorough investigation and evaluation of the facts and claims, and as a result
11 of the arm's-length negotiations facilitated by Mr. Kyriacou, the Parties and their counsel
12 reached a settlement in principle and entered into a Memorandum of Understanding. The Parties
13 negotiated the terms of the settlement over the course of subsequent months and ultimately
14 entered into the Joint Stipulation of Class Action Settlement ("Stipulation" or "Settlement
15 Agreement") in resolution of Plaintiff's class and PAGA claims in this lawsuit. A true and
16 correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

17 9. The Parties recognize the risk, expense, and delay in continuing litigation with the
18 class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

19 10. Each side has apprised the other of their respective factual contentions, legal
20 theories, and defenses, resulting in negotiations taking place between the Parties.

21 **SUMMARY OF THE SETTLEMENT TERMS**

22 11. The Settlement Agreement provides for Three Hundred Forty Thousand Dollars
23 (\$340,000.00) as the Gross Settlement Amount. *See* Stipulation ¶ I.17. The Net Settlement
24 Amount, calculated after deduction of attorneys' fees (up to \$113,333.33), litigation costs (up to
25 \$55,000.00), the incentive payment to the Class Representative (up to \$10,000.00), payment of
26 PAGA penalties (\$25,000.00), and settlement administration costs (up to \$11,000.00), is
27 estimated to be approximately \$125,666.67. *Id.* ¶ III.9.

28 12. Each Participating Class Member who does not opt-out of the settlement will be

1 awarded an equal portion of the Net Settlement Amount, or approximately \$125,666.67. *See*
2 Stipulation ¶ III.9.a. In addition, Class Members who also worked during the PAGA Period (or
3 PAGA Members) will be apportioned 25% of the PAGA Payment, or approximately \$6,250.00,
4 on a per capita basis. *Id.* ¶¶ I.21, I.24, III.9.a.

5 13. On a raw average, each Participating Class Member may potentially recover
6 approximately \$132.56 ($\$125,666.67 \div 948$ Class Members). The amount actually paid to each
7 Participating Class Member will increase or decrease depending on the number of timely
8 Requests for Exclusion received.

9 14. Moreover, uncashed settlement payment checks (upon the expiration date) shall
10 be distributed to the *cy pres* recipient State Bar Justice Gap Fund, pursuant to California Code of
11 Civil Procedure § 384. *See* Stipulation ¶ III.10.

12 15. I do not have a relationship with State Bar Justice Gap Fund, nor am I aware of
13 any relationship between Class Counsel and State Bar Justice Gap Fund.

14 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

15 16. Based on the class data provided by Defendant, Plaintiff estimated that Defendant
16 would face potential liability of approximately \$3,879,216.00 if Plaintiff succeeded at trial.
17 Specifically, Plaintiff calculated waiting time penalties under Labor Code § 203 based on 948
18 putative class members and their average hourly rates of pay ($\$3,879,216.00$ (948 employees x
19 [(8 hours x \$17.05) x 30 days = \$3,879,216.00])).

20 17. With respect to potential liability of Plaintiff's PAGA claim, Plaintiff estimated
21 that Defendant could face civil penalties of up to a maximum of \$94,800.00 if Plaintiff were to
22 succeed at trial, and the Court awarded a \$100 penalty per violation.

23 18. The total amount of class and PAGA penalties amount to approximately
24 \$3,974,016.00 without discounting for potentially losing on any cause of action. The Gross
25 Settlement Amount is \$340,000,000, which is approximately **8.6%** of the maximum class and
26 PAGA penalties.

27 19. Although Plaintiff believes in the merits of the alleged claims and maintains that
28 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise

1 defenses to the claims and further with respect to the reduction of PAGA penalties and that it
2 could be persuasive to the Court. The Gross Settlement Amount was premised with this risk in
3 mind, associated with the possibility of the Court significantly reducing Plaintiff's PAGA
4 penalties, along with other attendant risks, even if Plaintiff was to prevail at trial.

5 20. Further, Defendant raised several defenses that presented risk. Defendant likely
6 would have argued that any failure to pay wages upon separation of employment was not
7 "willful" within the meaning of Section 203, and thus penalties would not be appropriate. A
8 willful failure to pay wages occurs only when "an employer intentionally fails to pay wages to an
9 employee when those wages are due." 8 Cal. Code Regs. § 13520. However, when there is a
10 "good faith dispute" as to whether an employee is entitled to additional wages, no waiting time
11 penalties can be awarded. 8 Cal. Code Regs. § 13520; *see also Barnhill v. Saunders*, 125 Cal.
12 App. 3d 1, 7 (1981). "A 'good faith dispute' that any wages are due occurs when an employer
13 presents a defense, based in law or fact, which, if successful, would preclude any recovery on the
14 part of the employee"—it is irrelevant whether the defense is ultimately successful. 8 Cal. Code
15 Regs. § 13520(a); *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1201 (2008) (the "fact that a
16 defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did
17 exist"); *Road Sprinklers Fitters Local Union No. 669 v. G & G Fire Sprinklers Inc.*, 102 Cal.
18 App. 4th 765, 782 (2002) (employer's good faith, yet mistaken, belief that wages are not owed
19 negates finding of willfulness). Defendant also argued and the Court found that this case was not
20 suitable for class certification.

21 21. Although Plaintiff believes that the Class can be certified, Plaintiff also believes
22 in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
23 involved in not prevailing on one or more of the causes of action or theories alleged in the
24 operative Complaint, the possibility of non-certification, and the potential for appeals.

25 22. Attached hereto as **Exhibit A** to the Stipulation is a true and correct copy of the
26 proposed "Notice of Class Action Settlement" ("Class Notice") to be sent to Class Members.

27 23. From the inception of the case, Class Counsel has zealously represented the
28 interests of the Class. Class Counsel has engaged in significant discovery and meet and confer

1 discussions with opposing counsel to obtain documents and data on behalf of the Class. This
2 settlement was obtained for the benefit of the Class, as opposed to the individual Class
3 Representative.

4 24. I have spent significant time researching and pursuing the claims that have been
5 alleged in this action. The Parties engaged in formal and informal discovery and participated in
6 the exchange of class data and Defendant's pertinent policies and practices. Based on my review
7 of all the documents and information, and based on my experience in class action litigation, I
8 believe this settlement to be fair, adequate, and reasonable.

9 25. I was retained based upon a contingency fee arrangement wherein Plaintiff's
10 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
11 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
12 significant amount of time, money and other resources without any benefit or return. In addition,
13 had Plaintiff also failed to prevail in the present case, Defendant would have been able to seek
14 costs in connection with their defense of the case.

15 26. Class Counsel has, at their own risk, expended costs, for example, to file this
16 instant action and other pleadings in the case, effect service of process, participate in mediation,
17 and advance other litigation-related costs, including the costs of mailing of a *Belair-West* notice
18 and the issuance and processing of 348 deposition subpoenas and notices to consumer.

19 **ATTORNEY EXPERIENCE**

20 27. I am one of the primary attorneys on this matter. My qualifications are as follows:
21 I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013,
22 magna cum laude. I was in the top 5% of my class. During my time at Southwestern, I was a
23 Notes and Comments Editor on the Southwestern Law Review. I also received awards for
24 achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at
25 the United States District Court for the Central District. Immediately after law school, I taught
26 several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I
27 taught those courses for approximately four years.

28 28. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately

1 September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted
2 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.
3 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

4 29. From February 2016, through Fall 2017, I practiced at the international law firm
5 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
6 companies in Multi-District Litigation primarily in the product liability sphere. I also
7 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
8 judgment decision regarding trade secret issues, in addition to working in several other practice
9 groups.

10 30. From September 2017, through September 2018, I served as a law clerk to a
11 Judge sitting on the United States District Court, Central District of California. I regularly
12 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
13 working on wage and hour class actions.

14 31. I am currently an associate at the law firm Diversity Law Group, P.C., an
15 employment law firm that has handled numerous wage and hour class and individual actions, on
16 both plaintiff and defense sides. My current practice focuses on employment matters involving
17 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
18 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
19 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
20 currently handling numerous wage and hour class action lawsuits with the firm, including, but
21 not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-001906, Stanislaus
22 County Superior Court); *Cunningham, et al. v. Diverse Business Solutions* (Case No.
23 CIVDS1817095, San Bernardino County Superior Court); *Heredia v. Eddie Bauer LLC* (Case
24 No. 16CV300475, United States District Court, Northern District of California); *Parsons v.*
25 *Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and
26 *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior Court).

27 32. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
28 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,

1 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
2 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

3 33. I have also assisted the firm in numerous wage and hour class action mediations.

4 34. My co-counsel and I will adequately represent the Class Members in this action.
5 Plaintiff's counsel has and will zealously represent Plaintiff and the Class and pursue this lawsuit
6 to its conclusion.

7 35. I have no conflicts with the Class and will adequately represent the Class.

8 36. In connection with the filing of Plaintiff's Motion for Preliminary Approval, my
9 office uploaded a copy of the Motion, Settlement Agreement, accompanying declarations, and
10 proposed order to the website of the Labor and Workforce Development Agency. Attached
11 hereto as **Exhibit B** is a true and correct copy of the submission confirmation dated March 10,
12 2023.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed on this 10th day of March, 2023, at Los Angeles, California.

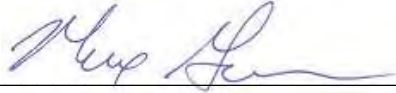
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17 _____
18 Max W. Gavron

EXHIBIT A

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Attorneys for Defendant TRADER JOE'S COMPANY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SANTA BARBARA**

VICTORIA TICE, as an individual and on
 behalf of all others similarly situated,

 Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
 corporation; and DOES 1 through 50,
 inclusive,

 Defendants.

Case No. 20CV00892

[Assigned to the Honorable Thomas P. Anderle,
 Department 3]

**JOINT STIPULATION OF CLASS ACTION
 SETTLEMENT**

Complaint Filed: February 14, 2020

This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiff Victoria Tice ("Plaintiff"), individually and on behalf of the proposed Class, on the one hand, and Defendant Trader Joe's Company, on the other hand. This Joint Stipulation of Class Action Settlement ("Stipulation" or "Settlement Agreement") shall be binding on Plaintiff, the former employees she seeks to represent, the Class, and on Defendant, subject to the terms set forth herein, and the approval of the Court.

I. DEFINITIONS

1. Action.

"Action" or "Lawsuit" means the putative class action pending in the Superior Court of the State of California for the County of Santa Barbara entitled *Victoria Tice v. Trader Joe's Company, a California; and Does 1 through 50, inclusive*, Case No. M20CV00892, filed on February 14, 2020.

2. Class or Class Members.

"Class" or "Class Members" means all former employees of Defendants who were employed in the State of California at any time during the Class Period who received their final wages on a paycard, but for whom Defendants do not currently have a written authorization for payment of final wages via pay card.

3. Class Counsel.

"Class Counsel" means Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group, who shall act as counsel for the Class, subject to Court approval.

4. Class Counsel Award.

"Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Lawsuit (not to exceed one-third of the Gross Settlement Amount, or \$113,333.33), and Class Counsel's expenses and legal costs incurred in connection with this Lawsuit (not to exceed \$55,000.00 from the Gross Settlement Amount).

5. Class List.

"Class List" means information regarding Class Members that Defendant will in good faith

1 compile from their records and provide to the Settlement Administrator. It shall be formatted as a
2 Microsoft Excel spreadsheet and shall include each Settlement Class Member's: (1) full name; (2)
3 last known home address; (3) last known telephone number; (4) Social Security number; and (5)
4 any other information required by the Settlement Administrator in order to effectuate the terms of
5 the Settlement.

6 **6. Class Period.**

7 "Class Period" means the period commencing on February 14, 2017, and ending on
8 January 11, 2023.

9 **7. Class Representative.**

10 "Class Representative" means Plaintiff Victoria Tice.

11 **8. Class Representative Incentive Payment.**

12 "Class Representative Incentive Payment" means the amount that the Court authorizes to
13 be paid to Plaintiff (a maximum of \$10,000 from the Gross Settlement Amount), in recognition of
14 Plaintiff's efforts and risks in assisting with the prosecution of the Lawsuit and as consideration
15 for executing this Settlement Agreement and providing a complete and general release to the
16 Released Parties as set forth in Paragraph III.2.

17 **9. Complaint.**

18 "Complaint" means the operative complaint filed in the Action.

19 **10. Court.**

20 "Court" means the Superior Court of the State of California for the County of Santa
21 Barbara.

22 **11. Defendant.**

23 "Defendant" means Defendant Trader Joe's Company as named by Plaintiff in the
24 operative complaint, and their past, present and/or future, direct and/or indirect, stockholders,
25 shareholders, members, directors, managers, officers, employees, agents, representatives,
26 attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies,
27 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers..
28

1 **12. Defense Counsel.**

2 “Defense Counsel” means Helene Wasserman, Shannon R. Boyce, and Melissa Velez of
3 Littler Mendelson, P.C.

4 **13. Effective Date.**

5 “Effective Date” means the later of (a) sixty-one calendar days following the date the Court
6 enters an order granting final approval, assuming no appeal is filed; or (b) if any timely appeals
7 are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter
8 the terms of the settlement.

9 **14. Final Approval Hearing.**

10 “Final Approval Hearing” means the hearing to be conducted by the Court after the filing
11 by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving
12 Class Members an opportunity to request exclusion from the class and Settlement and/or to object
13 to the Settlement, at which time Plaintiff shall request that the Court finally approve the Settlement,
14 enter the Final Approval Order and Final Judgment, and take other appropriate action.

15 **15. Final Approval Order.**

16 “Final Approval Order” means the order to be entered by the Court upon granting final
17 approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class
18 Members.

19 **16. Final Judgment.**

20 “Final Judgment” means a judgment issued by the Court approving this Settlement
21 Agreement as binding upon the Parties.

22 **17. Gross Settlement Amount.**

23 “Gross Settlement Amount” means the agreed upon settlement amount, subject to Court
24 approval, totaling Three Hundred Forty Thousand Dollars (\$340,000.00) to be paid by Defendant
25 in full settlement of the Released Claims. This is an all-inclusive settlement and includes without
26 limitation the Class Counsel Award, Individual Settlement Payments, Class Representative
27 Incentive Payment, PAGA Payment, and Settlement Administration Costs. This is the maximum
28 amount that Defendant is obligated to pay under this Settlement Agreement in order to settle the

Action, subject to the Court's approval of the Settlement. The Gross Settlement Amount is based on Defendants' representation that there are 948 Class Members. If the total number of Class Members increases more than 5% above 948, Defendant shall have the option to increase the total Gross Settlement Amount by a proportionate amount or cut off the Class Period and PAGA Period as of the date the number of Class Members increases beyond 996.

18. Individual Settlement Payment.

"Individual Settlement Payment" means the amount paid from the Net Settlement Amount to a Participating Class Member and/or the amount paid from the PAGA Payment to PAGA Members.

19. Net Settlement Amount.

"Net Settlement Amount" means the Gross Settlement Amount, less Court-approved Class Counsel Award, Class Representative Incentive Payment, PAGA Payment, and Settlement Administration Costs.

20. Notice of Class Action Settlement.

"Notice of Class Action Settlement" or "Class Notice" means the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in the form attached hereto as Exhibit A, which shall include an approximation of each Settlement Class Member's anticipated Individual Settlement Payment. It is the notice approved by the Parties and subject to Court approval explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

21. PAGA Members.

"PAGA Members" means all former employees of Defendants who were employed in the State of California at any time during the PAGA Period who received their final wages on a paycard, but for whom Defendants do not currently have a written authorization for payment of final wages via pay card.

22. PAGA Notice.

"PAGA Notice" means the letter submitted by Plaintiff to the LWDA, dated February 10, 2020, which is incorporated by reference in paragraph 39 of Plaintiff's Complaint filed on

February 14, 2020.

23. PAGA Payment.

“PAGA Payment” means the payments made under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), which shall be Twenty-Five Thousand Dollars (\$25,000.00). 75% of the PAGA Payment will be disbursed to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25% will be distributed to PAGA Members on a *pro rata* basis.

24. PAGA Period.

“PAGA Period” means the period commencing on February 10, 2019, and ending on January 11, 2023.

25. PAGA Released Claims.

“PAGA Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged or could have been alleged based on the facts, allegations, and/or claims asserted in the operative complaint, under the PAGA, Cal. Lab. Code §§ 2698, *et seq.*, which are premised on alleged violations of the California Labor Code for: (i) failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply to claims arising during the PAGA Period.

26. Participating Class Members.

“Participating Class Members” means those Class Members who do not submit a valid and timely Request for Exclusion (*i.e.*, opt-out), and therefore, are entitled to receive an Individual Settlement Payment.

27. Parties.

“Parties” means Plaintiff and Defendant, collectively. “Party” shall mean either Plaintiff or Defendant, individually.

28. Plaintiff.

“Plaintiff” means Plaintiff Victoria Tice.

29. Preliminary Approval Date.

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

1 **30. Released Claims.**

2 “Released Claims” means all claims, rights, demands, liabilities and causes of action that
3 are alleged or could have been alleged based on the facts, allegations and/or claims asserted in the
4 operative complaint in this action including the following claims: (i) failure to pay wages timely
5 at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply
6 to claims arising during the Class Period.

7 **31. Released Parties.**

8 “Released Parties” means Defendant Trader Joe’s Company as named by Plaintiff in the
9 operative complaint, and their past, present and/or future, direct and/or indirect, stockholders,
10 shareholders, members, directors, managers, officers, employees, agents, representatives,
11 attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies,
12 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

13 **32. Request for Exclusion.**

14 “Request for Exclusion” means a written request by a Class Member electing to opt out of
15 or be excluded from the Settlement. The Request for Exclusion shall include the Class Member’s
16 name, current address, telephone number, signature, and a statement setting forth his/her request
17 to opt out of or be excluded from the Settlement. However, a Request for Exclusion will not
18 exclude eligible PAGA Members from the release of PAGA Released Claims, or from receiving
19 his/her portion of the PAGA Payment.

20 **33. Response Deadline.**

21 “Response Deadline” means forty-five (45) days after the Settlement Administrator mails
22 the Notice of Class Action Settlement to Class Members, which is the last date on which Class
23 Members may: (a) submit a Request for Exclusion; (b) submit written objections to the Settlement;
24 or (c) dispute the information contained in the Notice of Class Action Settlement.

25 **34. Settlement.**

26 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
27 this Joint Stipulation of Class Action Settlement.
28

1 **35. Settlement Administrator.**

2 “Settlement Administrator” means Phoenix Settlement Administrators, which is the third-
3 party company that the Parties have selected to administer the Settlement.

4 **36. Settlement Administration Costs.**

5 “Settlement Administration Costs” means the amount to be paid to the Settlement
6 Administrator from the Gross Settlement Amount for administration of this Settlement (a
7 maximum of Eleven Thousand Dollars (\$11,000.00)). This amount will be the maximum amount
8 Defendant shall pay for administration of the Settlement.

9 **37. 1542 Waiver.**

10 “1542 Waiver” means an express waiver, to the fullest extent permitted by law, of the
11 provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision
12 under federal or state law, which Section provides:

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

17 **II. RECITALS**

18 **1. Class Certification.**

19 The Parties stipulate to class certification for purposes of settlement only. If the Court does
20 not grant either preliminary or final approval of this Settlement, the Parties agree that this
21 stipulation regarding class certification will be revoked and the Parties will return to the point in
22 litigation immediately prior to the execution of this Agreement.

23 **2. Procedural History.**

24 On February 14, 2020, Plaintiff filed a class and representative action complaint in Santa
25 Barbara County alleging (1) violation of Labor Code §§ 201-203; and (2) violation of Labor Code
26 § 2698, *et seq.* (PAGA).

27 After the Action was filed, the Parties engaged in formal discovery, including the taking of
28 depositions, issuance of third-party subpoenas, and production of documents. Thereafter, the

Parties agreed to participate in a full-day private mediation with neutral Gig Kyriacou, Esq. Prior to the mediation, Defendant provided informal data so that Plaintiff's counsel could assess the scope of potential liability. On November 17, 2020, the Parties attended mediation with Mr. Kyriacou. The Parties were unable to reach an agreement during the mediation and continued litigating the Action. On or about October 28, 2022, the Parties reached a settlement in principle with the assistance of Mr. Kyriacou and entered into a Memorandum of Understanding. The Parties now formalize their agreement and all material terms in this Settlement Agreement.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in Plaintiff's Complaint and PAGA Notice, disputes the damages and penalties claimed by Plaintiff, and further contends that Plaintiff's claims are not appropriate for class or representative action treatment for any purpose other than settlement. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in this Action. Defendant contends, among other things, that it has complied with all applicable state, federal, and local laws related to the Class Members' employment.

The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Lawsuit, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Lawsuit on the terms set forth herein.

3. Benefits of Settlement to Class Members.

Plaintiff and Class Counsel recognize the expense and length of continued proceedings

1 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also
2 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
3 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
4 proof necessary for Plaintiff to establish liability and damages and for Defendant to establish its
5 affirmative defenses to liability for the claims asserted in the Lawsuit and the potential difficulties
6 in establishing damages for the Class Members. Plaintiff and Class Counsel have also taken into
7 account Defendant's agreement to enter into a settlement that confers substantial relief upon the
8 members of the Class. Even though Plaintiff is confident that Defendant would not be able to prove
9 its affirmative defenses and that Plaintiff would be able to establish that Defendant owes the Class
10 substantial penalties, based on the foregoing, Class Counsel have concluded that settlement for the
11 consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and
12 adequate and is in the best interest of the putative class in light of all known facts and
13 circumstances, including the risk of significant delay, defenses asserted by Defendant, numerous
14 potential appellate issues, and other risks inherent in litigation.

15 **4. Defendant's Reasons for Settlement.**

16 Defendant has concluded that any further defense of this litigation would be protracted and
17 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have
18 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
19 claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks
20 of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
21 continues to contend that it is not liable for any of the claims set forth by Plaintiff in this Lawsuit,
22 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
23 Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has complied with
24 all applicable state, federal, and local laws.

25 **5. No Admission of Liability; Settlement of Disputed Claims.**

26 This Stipulation is a compromise of disputed claims. Defendant has claimed and continues
27 to claim that the Released Claims have no merit and do not give rise to liability. Class Members
28 have claimed and continue to claim that the Released Claims have merit and give rise to liability

on the part of Defendant. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, may be construed or used as an admission by or against the Defendant, the Class Members, or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

III. TERMS OF AGREEMENT

1. Release as to All Participating Class Members.

As of the Effective Date and funding of the Gross Settlement Amount by Defendant, the Participating Class Members, including Plaintiff, release the Released Parties from the Released Claims for the Class Period as defined above. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Final Approval Order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Claims.

2. Release of Claims by Plaintiff.

In addition to her release of the Released Claims, Plaintiff further agrees to release, and does hereby acknowledge full and complete satisfaction of and does hereby forever release, absolve, and discharge Released Parties from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments, severance payments, obligations, commissions, overtime payments, meal and rest period premiums, debts, profit sharing claims, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in state or federal law, equity, or otherwise, whether known or unknown to Plaintiff, which Plaintiff now owns or holds or has at any time owned or held as against the Released Parties, or any of them, including specifically but not exclusively and without limiting the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected: (1) arising out of or related to Plaintiff's employment with Defendant or termination of that employment; or (2) arising out of or in any way connected with any claim, loss, damage, or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Released Parties, or any of them, committed or omitted on or before the

1 Effective Date. This release includes all claims arising under any and all laws, statutes, orders,
2 regulations, or any other claim of right(s), including without limitation, any claim under the laws
3 of the United States of America and the State of California, including but not limited to the
4 California Constitution, the California Labor Code, and the Industrial Welfare Commission Wage
5 Orders. Plaintiff also specifically agrees and acknowledges Plaintiff is waiving any right to
6 recovery based on state or federal age, sex, race, color, national origin, marital status, religion,
7 veteran status, disability, sexual orientation, medical condition, or other anti-discrimination laws,
8 including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the
9 Americans with Disabilities Act, the Employee Retirement Income Security Act, the Worker
10 Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act
11 (Cal. Government Code § 12900, *et seq.*), the California Family Rights Act (Cal. Government
12 Code § 12945.1, *et seq.*), and all other state laws and local ordinances, all as amended, whether
13 such claim be based upon an action filed by Plaintiff or by a governmental agency.

14 Nothing in this Agreement is intended to waive claims that may arise after the Effective
15 Date or which cannot be released by private agreement. In addition, nothing in this Agreement
16 including but not limited to the indemnification, release of claims, confidentiality, and no publicity
17 provisions, (1) shall be construed to prevent the disclosure of factual information related to any
18 acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex,
19 failure to prevent an act of workplace harassment or discrimination based on sex, or act of
20 retaliation against a person for reporting harassment or discrimination related to the Lawsuit or
21 waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning
22 alleged criminal conduct or alleged sexual harassment on the part of the Defendant, or on the part
23 of the agents or employees of the Defendant, when Plaintiff has been required or requested to
24 attend such a proceeding pursuant to a court order, subpoena, or written request from an
25 administrative agency or the legislature, (2) prevents Plaintiff from communicating with, filing a
26 charge or complaint with, or from participating in an investigation or proceeding conducted by the
27 Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and
28 Exchange Commission, or any other any federal, state or local agency charged with the

1 enforcement of any laws, including providing documents or any other information, or (3) limits
2 Plaintiff from exercising rights under Section 7 of the National Labor Relations Act to engage in
3 protected, concerted activity with other employees, although by signing this Settlement Agreement
4 Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement or other
5 legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by
6 Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to
7 receive a payment or an award from a government agency (and not the Defendant) for information
8 provided to the government agency or otherwise where prohibited.

9 **a. Waiver of Civil Code § 1542.**

10 It is the intention of the Parties in executing this instrument that it will be effective as a bar
11 to each and every claim specified in the Settlement Agreement. In furtherance of this intention,
12 Plaintiff hereby expressly waives any and all rights and benefits conferred upon Plaintiff by the
13 provisions of Section 1542 of the California Civil Code, and expressly consents that the Settlement
14 Agreement will be given full force and effect according to each and all of its express terms and
15 provisions, including those relating to unknown and unsuspected claims, if any, as well as those
16 relating to any other claims hereinabove specified. Section 1542 provides:

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

24 Having been so apprised, Plaintiff nevertheless hereby voluntarily elects to and does waive
25 the rights described in Civil Code § 1542, and elects to assume all risks for claims that now exist
26 in her favor, known or unknown.

27 **3. Tax Liability.**

28 The Parties make no representations as to the tax treatment or legal effect of the payments
called for hereunder, and Class Members are not relying on any statement or representation by the
Parties in this regard. Participating Class Members understand and agree that they will be

1 responsible for the payment of taxes and penalties assessed on the payments described herein and
2 will hold the Parties free and harmless from and against any claims resulting from treatment of
3 such payments as non-taxable damages, including the treatment of such payment as not subject to
4 withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based
5 upon a good faith determination of the Parties to resolve a disputed claim.

6 **4. Preliminary Approval of Settlement.**

7 Solely for the purposes of this Settlement, the Parties stipulate and agree that in order for
8 this Settlement to occur, the Court must certify a class including the Class Members. Class
9 Members can exclude themselves from the class as explained in Paragraph III.6.f. below. Plaintiff
10 will move the Court to grant preliminary approval of this Settlement, certifying the Class for
11 settlement purposes only and setting a date for a final approval hearing. Defendant agrees not to
12 oppose Plaintiff's motion for a preliminary approval of this Settlement unless the motion is
13 inconsistent with the terms set forth in this Settlement Agreement. All Parties agree to work
14 diligently and cooperatively to have this Settlement presented to the Court for preliminary
15 approval. The proposed preliminary approval order shall provide for the Notice of Class Action
16 Settlement to be sent to Class Members as specified herein.

17 **5. Conditional Nature of Stipulation for Certification.**

18 Solely for the purposes of this Settlement, the Parties stipulate and agree to the certification
19 of the Released Claims asserted on behalf of Class Members. Should for whatever reason the
20 Settlement not become effective, the fact that the Parties were willing to stipulate to certification
21 as part of the Settlement shall have no bearing on, and shall not be admissible in connection with,
22 the issue of whether the Released Claims or Class Members should be certified in a non-settlement
23 context in the Action or in any other lawsuit. Defendant expressly reserves its right to oppose claim
24 or class certification in the Action or any other action should this Settlement not become effective.

25 **6. Settlement Administration.**

26 **a. Class List to Settlement Administrator.**

27 Within fifteen (15) business days of the Court granting preliminary approval of this
28 Agreement, Defendant shall provide the Settlement Administrator with the Class List for purposes

1 of mailing the Notice of Class Action Settlement to the Class Members.

2 Because employees' sensitive personal information is included in the Class List, the
3 Settlement Administrator shall maintain the Class List securely and in confidence. Access to such
4 Class List shall be limited to employees of the Settlement Administrator with a need to use the
5 Class List for administration of the Settlement.

6 **b. Notice by First Class U.S. Mail.**

7 Within ten (10) calendar days of receipt of the Class List from Defendant, the Settlement
8 Administrator will mail copies of the Notice of Class Action Settlement to all Class Members via
9 regular First-Class U.S. Mail.

10 **c. Undeliverable Notices.**

11 Any Notice of Class Action Settlement returned to the Settlement Administrator as
12 undeliverable before the Response Deadline, the Settlement Administrator shall: (1) conduct a skip
13 trace to locate a correct address based on the National Change of Address Database to update and
14 correct any known or identifiable address changes; and (2) if an updated or correct address is
15 obtained using this method, re-mail the returned Notice of Class Action Settlement within five (5)
16 calendar days of receiving notice that a notice was undeliverable. Class Members who receive a
17 re-mailed Notice of Class Action Settlement shall have their Response Deadline extended fifteen
18 (15) calendar days from the original Response Deadline.

19 **d. Disputes Regarding Individual Settlement Payments.**

20 Class Members will have the opportunity to provide documentation and/or an explanation
21 to the Settlement Administrator to show contrary information by the Response Deadline should
22 they disagree with Defendant's records regarding their dates of employment. If there is a dispute,
23 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
24 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
25 any Individual Settlement Payments under the terms of this Agreement. The disputes regarding
26 Individual Settlement Payments will be resolved initially by the Settlement Administrator, subject
27 to final resolution by the Court if the Court decides to rule on the dispute prior to or concurrently
28 with its Final Approval Order. If the Court does not issue a ruling on the dispute, the Settlement

1 Administrator's determination of the eligibility for and amount of any Individual Settlement
2 Payment will be binding upon the Class Members and the Parties. In the absence of circumstances
3 indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable
4 presumption of accuracy.

5 **e. Disputes Regarding Administration of Settlement.**

6 Any disputes not resolved by the Settlement Administrator concerning the administration
7 of the Settlement will be resolved by the Court under the laws of the State of California. Prior to
8 any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the
9 disputes without the necessity of involving the Court.

10 **f. Requests for Exclusion.**

11 The Notice of Class Action Settlement shall state that Class Members who wish to exclude
12 themselves from the Settlement must submit a Request for Exclusion by the Response Deadline.
13 The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class
14 Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to
15 be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked or
16 fax stamped by the Response Deadline and returned to the Settlement Administrator at the
17 specified address or fax number. The date of the postmark on the return mailing envelope or fax
18 stamp on the Request for Exclusion shall be the exclusive means used to determine whether a
19 Request for Exclusion has been timely submitted. Except as stated herein, any Class Member who
20 requests to be excluded from the Class will not be entitled to any recovery under the Settlement
21 and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment
22 thereon. However, if the Class Member is also a PAGA Member as defined in this Stipulation,
23 he/she will still be bound by the PAGA Released Claims and will still receive his/her portion of
24 the PAGA Payment. Class Members who fail to submit a valid and timely Request for Exclusion
25 on or before the Response Deadline shall be bound by all terms of the Settlement and any Final
26 Judgment entered in this Action.

27 No later than seven (7) calendar days after the Response Deadline, the Settlement
28 Administrator will provide counsel for the Parties with a complete list of all members of the Class

1 who have timely submitted a Request for Exclusion.

2 **g. Objections.**

3 The Notice of Class Action Settlement shall state that Class Members who wish to object
4 to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written
5 objection ("Notice of Objection") must be mailed or faxed to the Settlement Administrator by the
6 Response Deadline. The date of mailing on the envelope or the fax stamp shall be deemed the
7 exclusive means for determining that a Notice of Objection was timely received. The Notice of
8 Objection must be signed by the Settlement Class Member and state: (1) the full name of the Class
9 Member; (2) the basis for the objection; and (3) if the Class Member intends to appear at the final
10 approval hearing. Class Counsel will ensure that any Notice of Objection received by the
11 Settlement Administrator by the Response Deadline is filed with the Court along with the Motion
12 for Final Approval. Either of the Parties may file a response to any objection before the Final
13 Approval Hearing. However, any Class Member who does not submit a Notice of Objection in
14 compliance with this section may nevertheless appear at the final approval hearing and present an
15 oral objection to the Settlement. Any attorney who will represent an individual objecting to this
16 Settlement who has not filed a written objection must file a notice of appearance with the Court
17 and serve Class Counsel and counsel for Defendant with this notice no later than the Response
18 Period Deadline.

19 Any Class Member who fails to submit a timely written objection or to present an objection
20 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall
21 be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

22 **h. Funding of Gross Settlement Amount.**

23 Within fourteen (14) business days of the Effective Date, Defendant shall deposit into an
24 escrow account set up by the Settlement Administrator the Gross Settlement Amount as finally
25 approved by the Court.

26 **8. No Solicitation of Settlement Objections or Exclusions.**

27 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
28 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members

to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

9. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Incentive Payment, PAGA Payment, and Settlement Administration Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$125,666.67. This amount may change due to any change in the amount of the Class Counsel Award, Class Representative Incentive Payment, and Settlement Administration Costs as ordered by the Court and in accordance with the terms of this Settlement Agreement. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$	340,000.00
Class Rep. Incentive Payment:	\$	10,000.00
Class Counsel Fees:	\$	113,333.33
Class Counsel Costs:	\$	55,000.00
PAGA Payment	\$	25,000.00
Settlement Administration Costs	\$	11,000.00
Net Settlement Amount	\$	125,666.67

This is a non-reversionary Settlement in which Defendant will pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant.

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid by equally dividing the Net Settlement Amount by the number of Participating Class Members, and if applicable, adding the amount due to the PAGA Member from the PAGA Payment. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member and/or PAGA Member's last known mailing address within ten (10) calendar days of Defendant's funding of the Gross Settlement Amount into the escrow account set up by the Settlement Administrator. The Individual Settlement Payments will be treated as one hundred percent (100%) penalties and interest, shall not be subject to withholding of employment

1 taxes, and shall be reported by IRS 1099 forms.

2 **10. Unclaimed Settlement Payments.**

3 After one hundred and eighty (180) days of the mailing of the Individual Settlement
4 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
5 Payment checks will be redistributed to State Bar Justice Gap Fund, as a *cy pres* recipient.

6 **11. Notice Satisfies Due Process.**

7 Compliance with the notice procedures specified in this Settlement Agreement shall
8 constitute due and sufficient notice to Class Members of this Settlement and shall satisfy the
9 requirements of due process. Nothing else shall be required of, or done by, the Parties, Class
10 Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the
11 procedures in this Settlement Agreement are followed and the intended recipient of a Notice of
12 Class Action Settlement still does not receive the Notice of Class Action Settlement, the intended
13 recipient shall remain a Participating Class Member and will be bound by all terms of the
14 Settlement and any Final Approval Order and Final Judgment entered by the Court upon the
15 Effective Date.

16 **12. Class Representative Incentive Payment.**

17 Defendant agrees not to oppose or object to Plaintiff's application to the Court for a Class
18 Representative Incentive Payment of up to Ten Thousand Dollars (\$10,000.00). The Class
19 Representative Incentive Payment shall be paid to Plaintiff only from the Gross Settlement
20 Amount no later than fourteen (14) calendar days of Defendant's funding of the Gross Settlement
21 Amount. The Class Representative Incentive Payment shall be in addition to the Plaintiff's
22 Individual Settlement Payment as a Participating Class Member. Any amount requested by
23 Plaintiff for the Class Representative Incentive Payment and not granted by the Court shall return
24 to the Net Settlement Amount and be distributed to Participating Class Members as provided in
25 this Stipulation. Plaintiff shall not have the right to revoke her agreement to the Settlement on the
26 grounds the Court does not approve the requested Class Representative Incentive Payment.

27 **13. Class Counsel Award.**

28 Defendant agrees not to oppose or object to any application or motion by Class Counsel

1 for attorneys' fees in the amount of up to one-third of the Gross Settlement Amount, or
2 \$113,333.33. Defendant further agrees not to oppose any application or motion by Class Counsel
3 for the reimbursement of any litigation costs or expenses associated with Class Counsel's
4 prosecution of this matter from the Gross Settlement Amount not to exceed \$55,000.00. Class
5 Counsel shall be paid any Court-approved fees and costs no later than fourteen (14) calendar days
6 of Defendant's funding of the Gross Settlement Amount. Any amount requested by Class Counsel
7 for the Class Counsel Award and not granted by the Court shall return to the Net Settlement
8 Amount and be distributed to Participating Class Members as provided in this Stipulation. This
9 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
10 attorneys' fees and costs. Class Counsel each agree to provide the Settlement Administrator with
11 an executed IRS Form W-9 before the Class Award is issued. The Settlement Administrator shall
12 issue an IRS Form 1099 to each Class Counsel for the payments made pursuant to this Paragraph.

13 Neither Class Counsel nor any other current or past counsel for Plaintiff shall be permitted
14 to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest,
15 or any other amount from Defendant except as specified above. Defendant's payment of the Class
16 Counsel Award shall constitute full satisfaction of the obligation to pay any amounts to any person,
17 attorney, or law firm, including but not limited to Participating Class Members, or attorneys' fees,
18 expenses, or costs in the Action incurred by any other attorney or law firm for attorneys' fees,
19 expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff or
20 Participating Class Members. The Parties further agree that the Class Counsel Award shall be for
21 all attorneys' fees, expenses, and costs, present and future, incurred in the Action by all attorneys
22 working on behalf of the Plaintiff and Participating Class Members.

23 **14. Settlement Administration Costs.**

24 The Parties agree to allocate up to \$11,000.00 of the Gross Settlement Amount for
25 Settlement Administration Costs. This amount will be the maximum amount Defendant shall pay
26 for administration of the Settlement. The Settlement Administrator shall have the authority and
27 obligation to make payments, credits, and disbursements to Participating Class Members in the
28 manner set forth herein, calculated in accordance with the methodology set out in this Agreement

1 and orders of the Court. The Parties agree to cooperate in the settlement administration process
2 and to make all reasonable efforts to control and minimize the cost and expenses incurred in
3 administration of the Settlement. The Settlement Administrator shall be paid the Settlement
4 Administration Costs no later than five (5) calendar days of Defendant's funding of the Gross
5 Settlement Amount.

6 **15. Responsibilities of the Settlement Administrator.**

7 The Settlement Administrator shall be responsible for the following: preparing, printing,
8 and mailing the Notice of Class Action Settlement and tax forms to the Class Members as directed
9 by the Court; receiving and reporting requests for exclusion and objections; processing payments
10 from the Gross Settlement Amount; providing weekly status reports to Defense Counsel and Class
11 Counsel; mailing Individual Settlement Payments to Participating Class Members and PAGA
12 Members, Class Representative Incentive Payment to Plaintiff, Class Counsel Award to Class
13 Counsel and seventy-five percent (75%) of the PAGA Payment to the LWDA; printing and
14 providing Participating Class Members, PAGA Members, Plaintiff, and Class Counsel with IRS
15 Forms 1099 as required under this Settlement Agreement and applicable law; providing a due
16 diligence declaration for submission to the Court upon the completion of the administration of the
17 Settlement; and for such other tasks as the Parties mutually agree or the Court orders the Settlement
18 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
19 the performance of all Settlement Administrator responsibilities. Any expenses incurred in
20 connection with such preparation shall be a Settlement Administrator Cost. The Parties each
21 represent that they do not have any financial interest in the Settlement Administrator or otherwise
22 have a relationship with the Settlement Administrator that could create a conflict of interest.

23 **16. Final Approval Hearing and Entry of Final Judgment.**

24 Upon expiration of the Response Deadline, with the Court's permission, a final approval
25 hearing shall be conducted to determine final approval of the Settlement along with the amount
26 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Incentive
27 Payment; (iii) Individual Settlement Payments; and (iv) Settlement Administration Costs.

28 **17. Final Approval Order.**

1 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after
2 the Final Approval Hearing, a Final Approval Order. Plaintiff will request that the Final Approval
3 Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best
4 interests of the Class; and require the Parties to carry out the provisions of this Agreement.

5 **18. Nullification of Settlement Agreement.**

6 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court
7 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as
8 provided herein; or (iv) the Settlement, according to the terms set forth herein, does not become
9 final for any other reason, this Settlement Agreement shall be null and void and any order or
10 judgement entered by the Court in furtherance of this Settlement shall be treated as void from the
11 beginning.

12 To the extent that more than ten percent (10%) of the Class Members submit valid Requests
13 for Exclusion, Defendant has the option to nullify this settlement no later than twenty-one (21)
14 calendar days prior to the date of hearing on final approval of this Settlement. If Defendant
15 exercises this option, Defendant shall notify Class Counsel in writing and pay all Settlement
16 Administration Costs incurred through the date of nullification. The Settlement Agreement will
17 become null and void, and the Parties shall proceed in all respects as if this Settlement Agreement
18 had not been executed.

19 **19. No Effect on Employee Benefits.**

20 Amounts paid to Plaintiff or other Participating Class Members and PAGA Members
21 pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any
22 effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday
23 pay, retirement plans, etc.) of Plaintiff or Participating Class Members and PAGA Members.

24 **20. Confidentiality.**

25 Neither Plaintiff nor Class Counsel shall disclose the terms of this Settlement Agreement
26 to any other entity or individual, except as required by law, such as any requirement by the Court
27 to provide information related to the Settlement in order to obtain approval of the Parties'
28 Settlement Agreement, any requirement by counsel for Plaintiff to advise Class Members

1 regarding the Settlement, or any requirement by Class Counsel to work with a class settlement
2 administrator to effectuate the Parties' Settlement.

3 **21. No Publicity.**

4 Plaintiff and Class Counsel agree not to issue a press release or otherwise notify the media
5 about the terms of the Settlement or advertise or market any of the terms of the Settlement through
6 written, recorded, or electronic communications. Plaintiff and Class Counsel further agree that if
7 contacted regarding this Action, they will state only that the Action exists and has been resolved.
8 This provision is not intended to and does not limit Class Counsel to respond to questions from
9 and provide advice to Class Members regarding the Settlement.

10 **22. No Admission by Defendant.**

11 Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing
12 whatsoever. This Agreement is not a concession or admission and shall not be used against
13 Defendant as an admission or indication with respect to any claim of any fault, concession, or
14 omission by Defendant.

15 **23. Exhibits and Headings.**

16 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
17 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
18 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
19 Agreement are inserted for convenience of reference only and do not constitute a part of this
20 Agreement.

21 **24. No Pending or Future Lawsuits by Plaintiff.**

22 Other than the Action, Plaintiff represents that she does not have any pending lawsuits,
23 administrative complaints, or charges against Defendant or any of the Released Parties in any local,
24 state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised
25 therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and
26 the Court's Final Approval Order and Final Judgment.

27 **25. Amendment or Modification.**

28 This Agreement may be amended or modified only by a written instrument signed by

1 counsel for all Parties or their successors-in-interest.

2 **26. Entire Agreement.**

3 This Agreement and any attached Exhibits constitute the entire Agreement among these
4 Parties, and no oral or written representations, warranties, or inducements have been made to any
5 Party concerning this Agreement or its Exhibits other than the representations, warranties, and
6 covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering
7 into this Agreement based solely on the representations and warranties herein and not based on
8 any promises, representation, and/or warranties not found herein.

9 **27. Authorization to Enter into Settlement Agreement.**

10 Class Counsel warrants and represents they are expressly authorized by Plaintiff to
11 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
12 Plaintiff pursuant to this Agreement to effectuate its terms, and to execute any other documents
13 required to effectuate the terms of this Agreement. The Parties will cooperate with each other and
14 use their best efforts to effect the implementation of the Settlement. In the event the Parties are
15 unable to reach agreement on the form or content of any document needed to implement the
16 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
17 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
18 Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not
19 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

20 **28. Binding on Successors and Assigns.**

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

23 **29. California Law Governs.**

24 All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted
25 according to the laws of the State of California, excluding choice of law rules.

26 **30. Counterparts.**

27 This Agreement may be executed in one or more counterparts and delivered by electronic
28 scan, .pdf, or DocuSign. All executed counterparts and each of them shall be deemed to be one

1 and the same instrument.

2 **31. Jurisdiction of the Court.**

3 Pursuant to California Code of Civil Procedure § 664.6, the Court shall retain jurisdiction
4 with respect to the interpretation, implementation, and enforcement of the terms of this Agreement
5 and all orders and judgments entered in connection therewith, and the Parties and their counsel
6 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
7 enforcing the settlement embodied in this Agreement and all orders and judgments entered in
8 connection therewith. All terms of this Agreement are subject to approval by the Court. In the
9 event that one or more of the Parties institutes any legal action or other proceeding against any
10 other Party or Parties to enforce the provisions of this Agreement, or to declare rights and/or
11 obligations under this Agreement, the prevailing Party or Parties shall be entitled to recover from
12 the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness
13 fees incurred in connection with any enforcement actions.

14 **32. Invalidity of Any Provision.**

15 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
16 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
17 as to define all provisions of this Agreement valid and enforceable.

18 **33. Execution by Plaintiff.**

19 Plaintiff, by signing this Settlement Agreement, is bound by the terms herein and further
20 agrees not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any
21 such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect.

22 WHEREFORE, Plaintiff, on behalf of herself and the Class Members, and Defendant have
23 executed this Agreement as of the dates set forth below.

24
25 [SIGNATURES ON FOLLOWING PAGE]

26
27 Dated: February 17, 2023

28
DocuSigned by:

505E5F98E69846F
VICTORIA TICE

1 Dated: February 16, 2023



By: Kathryn Cahen
TRADER JOE'S COMPANY

2
3
4 Dated: February 17, 2023



Larry W. Lee
Max W. Gavron
DIVERSITY LAW GROUP

William L. Marder
POLARIS LAW GROUP

Attorneys for Plaintiff Victoria Tice

8
9
10
11 Dated: February 17, 2023



Helene Wasserman
Shannon R. Boyce
Melissa Velez
LITTLER MENDELSON, P.C.

Attorneys for Defendant Trader Joe's
Company

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EXHIBIT A

[CLASS MEMBER NAME]

Victoria Tice v. Trader Joe's Company

**Superior Court of the State of California, County of Santa Barbara
Case No. 20CV00892**

If you are a former employee of Trader Joe's Company ("Trader Joe's" or "Defendant"), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

**YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT FROM THIS CLASS ACTION
SETTLEMENT IS \$ [REDACTED].**

This payment is referred to herein as "Total Payment" and may be subject to change.

- This lawsuit involves a class defined as: all former employees of Trader Joe's who were employed in the State of California at any time during the Class Period (February 14, 2017, through January 11, 2023) who received their final wages on a paycard, but for whom Trader Joe's does not currently have a written authorization for payment of final wages via pay card.
- This lawsuit also involves a group of all former employees of Trader Joe's who were employed in the State of California at any time during the PAGA Period (February 10, 2019, through January 11, 2023) who received their final wages on a paycard, but for whom Trader Joe's does not currently have a written authorization for payment of final wages via pay card ("PAGA Members").
- You are receiving this Notice because the records reflect that you may be a class member.
- Plaintiff Victoria Tice ("Plaintiff") alleges that Defendant issued final wages to employees via a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, resulting in a failure to timely pay all wages owed at the time of separation of employment.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Trader Joe's defenses.
- You will not be penalized or retaliated against by Trader Joe's for participating in this

settlement.

- You have several options available to you:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you do nothing in response to this notice, you will receive your Total Payment, which is estimated above. You will also be considered a member of the settlement class and will be deemed to have released the claims made or that could have been made in this lawsuit. To ensure you receive your Total Payment, please notify the Settlement Administrator if your mailing address changes from now until you receive a settlement check. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2023)	If you ask to be excluded from the settlement, you will not receive your Total Payment. You will not be considered a member of the settlement class as to the class action claims brought by Plaintiff and will not have released the Released Claims (defined below). However, if you also meet the criteria of a PAGA member, you will receive a Private Attorneys General Act-only payment and you will be deemed to have released claims under PAGA, Labor Code § 2698, <i>et seq.</i> , premised on any violation of Labor Code §§ 201, 202, 203, 212 and/or 213. The PAGA-only payment that is estimated for you to receive is \$[XXXX] (“PAGA-Only Payment”). Important: You cannot ask to be excluded from the settlement and still receive your Total Payment. Also, if you are a PAGA Member, the PAGA-Only Payment is included in the Total Payment amount listed above.
OBJECT TO THE SETTLEMENT (Deadline: _____, 2023)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the identified deadline. Regardless of how the Court rules on your objection, you will still be considered a member of the settlement class and to have released the claims made or that could have been made in this lawsuit. If the Court approves the settlement, you will still receive your Total Payment even if you have objected.
	You can ask to speak in Court about the fairness of the settlement

ATTEND THE FINAL APPROVAL HEARING	at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on [DATE], 2023 at [TIME]. More information regarding this hearing is set forth in section 10.
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Your options are explained in this notice.
To opt out or object, you must act by XXXXX.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Trader Joe's former employees. You have received this notice because Trader Joe's records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on February 14, 2020, on behalf of former employees of Trader Joe's in the State of California who received their final wages on a paycard despite Trader Joe's not retaining a signed written authorization for the payment of wages through this method. The lawsuit is limited by the time period commencing on February 14, 2017, and ending on January 11, 2023 ("Class Period"). The operative complaint alleges class and representative PAGA claims against Trader Joe's for issuing final wages via paycard without written authorization, that resulted in the failure to pay all wages owed at the time of separation of employment in violation of Labor Code sections 201, 202, 203, 212, and 213. The complaint also alleges a claim for civil penalties under PAGA for the same underlying violations.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Trader Joe's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate, and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Trader Joe's disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Trader Joe's has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$340,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$113,333.33
- Litigation Costs: \$55,000.00
- Settlements Administration Costs: \$11,000.00
- Class Representative Incentive Payment to Plaintiff: \$10,000.00
- Payment of PAGA penalties to the Labor and Workforce Development Agency ("LWDA"): \$18,750.00, representing its share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.
- Payment of PAGA Penalties to the Aggrieved Employees: \$6,250.00, representing their share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts, approximately \$125,666.67 is estimated to be available for payment to the class members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

Each class member's Total Settlement Payment shall be determined as follows:

- Individual Settlement Payment: The Net Settlement Amount will be divided equally among all Class Members on a per capita basis.
- PAGA-Only Payment: PAGA penalties in the amount of \$6,250.00 will be divided equally among PAGA Members on a per capita basis.

All settlement payments will be treated as penalties and interest, shall not be subject to withholding of employment taxes, and shall be reported by IRS 1099 forms.

According to Trader Joe's records, your dates of employment were [REDACTED].

If you disagree with the above information and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated settlement amount is [REDACTED].

6. What if I disagree with information shown above?

If you believe the information in the notice is incorrect regarding your dates of employment, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the dates of employment that you believe is correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

[INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]

You must submit such information by [REDACTED]. Class Counsel and the Settlement Administrator

will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

“Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged or could have been alleged based on the facts, allegations and/or claims asserted in the operative complaint in this action including the following claims: (i) failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply to claims arising during the Class Period (the period commencing on February 14, 2017, and ending on January 11, 2023).

Even if you opt-out of the class action settlement, if you are a member of the PAGA settlement you cannot opt-out of the PAGA portion of this lawsuit and will release the following:

“PAGA Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged or could have been alleged based on the facts, allegations, and/or claims asserted in the operative complaint, under the PAGA, Cal. Lab. Code §§ 2698, *et seq.*, which are premised on alleged violations of the California Labor Code for: (i) failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply to claims arising during the PAGA Period (the period commencing on February 10, 2019, and ending on January 11, 2023).

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“Request for Exclusion”) by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by **XXXX**.

[INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]

Your letter must include (1) your name, current address, and telephone number; (2) a statement indicating your request to opt out of or be excluded from the settlement; (3) your signature; and

(4) be postmarked or fax stamped on or before XXX.

If your Request for Exclusion is postmarked or fax stamped after XXX, it will be rejected as untimely, and you will be a Participating Class Member and be bound by the settlement terms and release.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive an Individual Settlement Payment as part of this settlement. Such individuals will keep any right to sue Trader Joe's separately about the claims made in this lawsuit, with the exception of the PAGA claims, which will be released upon court approval of the PAGA settlement. However, even if you submit a valid Request for Exclusion, if you are a PAGA Member you cannot opt-out of the PAGA portion of this lawsuit and will still receive your PAGA-Only Payment and be deemed to have released the PAGA claims being resolved by this settlement.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than XXXX. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, you must state your full name, the basis of your objection, and state whether you intend to appear at the Final Approval Hearing. Any class member may make an objection at the Final Approval Hearing with or without submitting any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than . The Final Approval and Fairness Hearing will be held in Dept. 3 of the Santa Barbara County Superior Court, Anacapa Division, located at 1100 Anacapa Street, Santa Barbara, California 931213 on , 2023, at XXX (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 3 of the Santa Barbara County Superior Court, Anacapa Division, located at 1100 Anacapa Street, Santa Barbara, California 931213 on [REDACTED], 2023, at XXX (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's incentive award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

Hearings before the judge overseeing this case are now being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, Zoom. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing remotely should contact Judge Anderle's secretary to arrange an appearance through Zoom, at least three days before the hearing if possible.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may telephone the [INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION], or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Santa Barbara County Superior Court, 1100 Anacapa Street, Santa Barbara, California 931213, and may also be reviewed online at <https://portal.sbcourts.org/CASBCIVILPORTAL/Home/Dashboard/29>.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or Trader Joe's counsel for information regarding this settlement.

EXHIBIT B