

CLASS/PAGA ACTION SETTLEMENT AGREEMENT

Plaintiff Tanya Savidis (“Plaintiff”) and Defendant Lumber Liquidators, Inc. (“Defendant”) (collectively referred to as the “Parties”) makes this Class Action Settlement Agreement (“Agreement”).

I. DEFINITIONS

The terms below have the following meaning in this Agreement:

- A. “Action” means *Savidis v. Lumber Liquidators, Inc.* Case no. RG20057480, filed in the Superior Court of the State of California, County of Alameda.
- B. “Class” means all current and former non-exempt employees employed by Defendant in California from March 6, 2016 to June 2, 2021.
- C. “Class Counsel” means Samuel A. Wong, Kashif Haque, and Jessica L. Campbell of Aegis Law Firm, PC and Jonathan M. Lebe and Zachary Gershman of Lebe Law, APLC.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; employee identification number; workweeks worked during the Class Period as a Class Member; and whether the Class Member accepted a \$1,000.00 settlement payment as part of Defendant’s *Pick Up Stix* Program.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached as Exhibit B to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice the Settlement Administrator will provide to the Class Members in the form set forth as Exhibit B to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- I. “Class Period” means the period from March 6, 2016 to June 2, 2021.
- J. “Class Representative Service Payment” means the service payment made to the Plaintiff in her capacity as Class Representatives to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses if she failed, and for the general release of all claims by Plaintiff as set forth herein.
- K. “Court” means the Superior Court of California, County of Alameda.
- L. “Defendant’s Counsel” means Spencer C. Skeen, Tim L. Johnson, and Cameron O. Flynn of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

- M. “Effective Date” means the date by which the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(O) of this Agreement.
- N. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice. PAGA Employees may not exclude themselves from the PAGA Employee group or release of PAGA claims.
- O. “Final” means the last of the following dates, as applicable:
1. If no one makes an objection to the Settlement, the date Court enters Judgment and the time to appeal has expired.
 2. If someone makes an objection to the Settlement and the Court enters Judgment, but no one files an appeal, the last date on which someone may file a notice of appeal from the Judgment.
 3. If the Court enters Judgment and someone files a timely appeal from it, the date an appellate court affirms the Judgment and is no longer subject to appeal.
- P. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve and implement the terms of this Agreement and enter the Judgment.
- Q. “Gross Settlement Amount” means the total of \$916,175.00 that Defendant will pay in accordance with this Agreement. This amount is an all-in amount with no reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment contemplated in this Agreement, but excluding any employer-side payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is subject to increase if required by Section III.C.2-3.
- R. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the form attached as Exhibit D to this Agreement and incorporated by reference into this Agreement.
- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, Settlement Administration Expenses, and the prior monies already paid to individual *Pick Up Stix* Settled Class Members for individual settlement agreements as a result of the Action as verified from the Class Data, for which Defendant will receive a credit of \$146,000.00.
- T. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- U. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.

- V. “PAGA Employee” means any Class Member who worked for Defendant as non-exempt employees in California during the PAGA Period of March 6, 2019 to June 2, 2021.
- W. “*Pick Up Stix* Settled Class Member” means a Class Member who received a direct settlement payment of \$1,000.00 as part of Defendant’s *Pick Up Stix* program as verified from the Class Data. Defendant represented there are 146 *Pick Up Stix* Settled Class Members, which also will be verified from the Class Data.
- X. “*Pick Up Stix* Unsettled Class Member” means a Participating Class Member who did not receive a direct settlement payment from Defendant as part of Defendant’s *Pick Up Stix* program, as verified from the Class Data.
- Y. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached as Exhibit C to this Agreement and incorporated by this reference herein.
- Z. “Released Parties” means Defendant, with all its insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could be jointly liable with them as to the Released Class Claims.
- AA. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and agreed to by all counsel.
- CC. “Settlement Share” means each Participating Class Member’s and PAGA Employee’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On March 6, 2020, Plaintiff filed the Action. The Complaint asserts claims against Defendant for: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse all business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wage due upon separation of employment and within the required time; (8) unfair business practices; (9) unpaid overtime; and (10) violations of the Private Attorneys General Act of 2004 (“PAGA”).
- B. On April 1, 2021, the Parties participated in an all-day mediation with Mark Rudy, Esq. Ultimately, the mediation proved successful and the Parties agreed to settle the Action, the terms of which the Parties memorialized in a Memorandum of Understanding. The Parties incorporate the Memorandum of Understanding fully herein by reference.
- C. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

Based on the Recitals that are a part of this Agreement, the Parties agree:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **GROSS SETTLEMENT AMOUNT.** The Gross Settlement Amount that Defendant will pay under this Settlement is \$916,175.00, of which Defendant will receive a credit of \$146,000.00 for money already paid to individual *Pick Up Stix* Settled Class Members as a result of the Action. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages and any increase required under Section III.C.2-3, which Defendant will separately pay to the Settlement Administrator. The Settlement Administrator will disburse the Gross Settlement Amount pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT.** The Settlement Administrator will make these payments out of the Gross Settlement Amount:
1. **To Plaintiff:** In addition to the Settlement Share paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$7,500.00. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$7,500.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Settlement Administrator will not take payroll tax withholding and deductions from the Class Representative Service Payment but instead issue a Form 1099 with respect to the payment. To receive the payment, Plaintiff agrees to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits.
 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than 30% of the Gross Settlement Amount (estimated at \$274,853.00) as their Class Counsel Fees Payment and an amount not more than \$16,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than 30% of the Gross Settlement Amount representing Class Counsel Fees Payment, and \$16,000 representing Class Counsel Litigation Expenses Payment, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than 30% the Gross Settlement Amount (estimated at \$274,853.00 and \$16,000, respectively), the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Settlement Administrator payroll will not take tax withholding and deductions, if any, from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment but instead issue one or more Forms 1099 with respect to those payments. The payment of Class Counsel Fees Payment shall be made 50% to Aegis Law Firm, PC and 50% to Lebe Law, APLC. The Settlement Administrator shall allocate the approved Class Counsel Litigation Expenses Payment based upon the Declarations of Class Counsel.

3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Payment of \$20,000.00 out of the Gross Settlement Amount, which the Settlement Administrator shall allocate 75% (currently \$15,000.00) to the LWDA (“LWDA Payment”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (currently \$5,000.00) to the Net Settlement Amount for distribution to the PAGA Employees. If the Court approves a PAGA Payment of less than \$20,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
 4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses documented and approved by the Court in an amount not to exceed \$8,750.00 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses documented and approved by the Court are less than \$8,750.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and PAGA Employees.
- C. **PAYMENTS FROM THE NET SETTLEMENT AMOUNT.** The Net Settlement Amount shall include these payments after the Settlement Administrator make the deductions from the Gross Settlement Amount as described in this Agreement. *First*, Defendant will receive a credit of \$146,000.00 from the Net Settlement Amount for money already paid to individual *Pick Up Stix* Settled Class Members for individual settlement agreements as a result of these Actions as verified from the Class Data. *Second*, the Settlement Administrator will pay each *Pick Up Stix* Unsettled Class Member \$1,000.00, which payment is being made to equalize the initial payment to all Participating Class Members so as to not provide any favoritism to any Participating Class Member group. The Net Settlement Amount shall be distributed as follows taking into consideration the previous payments:
1. **Settlement Share.** The Settlement Administrator will pay all Settlement Shares from the remainder of the Net Settlement Amount.
 2. **Calculation of Participating Class Member Settlement Shares.** The Settlement Administrator will calculate the Settlement Share for each Participating Class Member in accordance with the calculations in Exhibit A. Generally, the Settlement Administrator will credit each *Pick Up Stix* Settled Class Member with \$1,000.00 already received. *Pick Up Stix* Settled Class Members will receive no further funds except for their shares as PAGA Employee if applicable. Each *Pick Up Stix* Unsettled Class Member will receive \$1,000 to equalize the distribution of the funds and prevent unfairness with respect to the treatment of the Participating Class Members. The Settlement Administrator will then allocate the remainder of the Net Settlement Amount to those *Pick Up Stix* Unsettled Class Members that had 14 or more workweeks as of April 2, 2021. It will do so by dividing the remainder of the Net Settlement Amount by the total number of workweeks that occurred during the Class Period for each *Pick Up Stix* Unsettled Class Members over 13. The Settlement Administrator will then multiple that amount by each individual *Pick Up Stix* Unsettled Class Member’s workweeks during the Class Period. The pro-rata amount is in addition to the \$1,000.00 payment used to equalize the distribution. Class Counsel prepared the calculations in Exhibit A based on data provided by Defendant. If the data turns out to be inaccurate (either due to missing employees or wrong dates of employment), Defendant agrees to pay any additional funds due to those Participating Class Members by adding to the Gross Settlement Amount, such that their payments will equal the same as someone who worked the same amount of weeks under the calculations in Exhibit A.

3. **Calculation of PAGA Employee Settlement Shares.** The Settlement Administrator will calculate the Settlement Share for each PAGA Employee by dividing the 25% of the PAGA Payment owed to PAGA Employees by the total workweeks of all PAGA Employees during the PAGA Period and allocating pro-rata portions to each PAGA Employee based on their workweeks. Defendant represented at mediation there were 310 PAGA Employees. Given the passage of time between the April 2, 2021 mediation and the June 2, 2021 PAGA Period end date, the parties anticipate the number of PAGA Employees will increase by no more than 10%. If the PAGA Employees increase by more than 10% (i.e., above 341 PAGA Employees), the Gross Settlement Amount will increase for any PAGA Employees over 10% in the amount of \$64.52 per PAGA employee (i.e., if the increase is 345 PAGA employees, the additional funds would be for 4 additional employees, or $\$64.52 \times 4 = 258.08$). Any additional funds per this section will be allocated solely to the PAGA Penalty amount.
 4. **Withholding.**
 - a. 25% of each *Pick Up Stix* Unsettled Class Member's settlement share is to be paid is in settlement of wage claims ("Wage Portion"). The Wage Portion is subject to employee wage withholdings and the Settlement Administrator will report it on IRS Form W-2.
 - b. The remainder of each *Pick Up Stix* Unsettled Class Member's settlement share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and the Settlement Administrator will report it on IRS Form 1099.
 5. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
- D. **APPOINTMENT OF SETTLEMENT ADMINISTRATOR.** After obtaining a not-to-exceed quote from mutually acceptable and qualified settlement administrators, the Parties mutually agreed to ask the Court to appoint Phoenix Settlement Administrators as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, agreed to follow this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes about the calculation of a Participating Class Member's or PAGA Employee's Settlement Share, unless otherwise ordered by the Court and subject to the dollar limitations and calculations set forth in this Agreement. The

Settlement Administrator Settlement will pay the Administration Expenses, including the cost of printing and mailing the Class Notice Packet, out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. PROCEDURE FOR APPROVING SETTLEMENT.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice ("Motion for Preliminary Approval"). Mark Rudy will resolve any disagreement among the Parties about the Class Notice, the proposed orders, or other documents necessary to implement the Settlement.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit C to this Agreement and incorporated by reference into this Agreement.
- c. If the Court declines to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. Notice to Class Members. After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in Section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. However, the Settlement Administrator will check the Class Data against the information in Exhibit A and confirm to Class Counsel it matches. If the Class Data does not match, the Class Data will be produced to Class Counsel, except with employee ID number used instead of personal information, so the Parties may work to remedy any issue.
- b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the

mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than five days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to these deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom it finds new addresses. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than five days before the date by which the Plaintiff will file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Before the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Member may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to these procedures:

- a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object in writing to the Settlement must submit to the Settlement Administrator, no later than 60 days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. Class members may also appear at the final approval hearing to object orally, even if they have not submitted a written objection. Each Class Member shall also have 60 days from the date of mailing the Class Notice Packet in which to dispute the number or workweeks the

Class Notice allocates to them during the Class Period. The Settlement Administrator will resolve any dispute as to this allocation unless otherwise ordered by the Court. Class Members shall direct any Notice of Dispute to the Settlement Administrator.

- b. **Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Unless otherwise ordered by the Court, Class Counsel shall file their application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment simultaneously with the Motion for Final Approval, and the Court will hear the application at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object in writing to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment must submit to the Settlement Administrator no later than 60 days after the Settlement Administrator mails the Class Notice Packets, written objection to the fees and costs setting forth the grounds for the objection. Class members may also appear at the final approval hearing to object orally, even if they have not submitted a written objection.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator no later than 60 days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If there is a question about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement and the Judgment will not bind a Non-Participating Class Member. Defendant will remain free to contest any claim brought barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member, bound by the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she objected to the Settlement. Persons who submit an Election Not to Participate in Settlement cannot file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

- All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share and all of the terms of the Settlement will bind them, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** No later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide the Parties with a complete and accurate count of Participating Class Members and Non-Participating Class Members.

4. **Right of Defendant to Reject Settlement.** If more than 10 percent of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement and the cost of sending notice to the Class Members that it voided the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void no later than 10 days after the Settlement Administrator notifies the Parties, for the final time, of the number of valid Elections Not to Participate in Settlement it has received.
5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their Motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiff files the Motion for Final Approval, and the Court will hear the application at the Final Approval Hearing.
 - b. No later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a Motion for Final Approval of the Settlement, the PAGA Payment, and Payment of the Settlement Administration Expenses.
 - c. If any opposition is filed, then no later than five court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement, the PAGA Payment, and Payment of the Settlement Administration Expenses; and Plaintiff and Class Counsel may also file a reply in support of their Motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached as Exhibit D. After entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement pursuant to Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and

(iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel waive any rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment will become non-appealable when the Court enters it. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment so there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court no later than 14 days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant will fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within 21 days of the Effective Date. Within 15 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members and PAGA Employees, their Settlement Shares; to Plaintiff the Class Representative Service Payment; to Class Counsel, the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, the Settlement Administration Expenses.
10. **Uncashed Settlement Share Checks.** A Participating Class Member and PAGA Employee must cash his or her Settlement Share check within 180 days after the Settlement Administrator mails it to him or her. If the Settlement Administrator receives a returned check, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member or PAGA Employee at his or her correct address. If the check remains uncashed by the expiration of checks, the Settlement Administrator will pay the funds from such uncashed checks to Legal Aid at Work in accordance with California Code of Civil Procedure section 384 in the name of the Participating Class Member or PAGA Employee and the Participating Class Member or PAGA Employee will remain bound by the applicable Release in the Settlement.

11. **Final Report by Settlement Administrator to Court.** Within 10 calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and Class Counsel will file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount pursuant to California Code of Civil Procedure section 384. Thereafter, the Court shall set a date for a final review hearing when the Parties shall report to the Court the total amount actually paid to the Class Members. After the Court receives the report, it shall amend the judgment to direct payment of the sum of unpaid residue or unclaimed or abandoned Class Member funds, to Legal Aid at Work in accordance with California Code of Civil Procedure section 384, as approved by the Court. The Parties and the undersigned counsel represent that they do not have any relationship with or connection to Legal Aid at Work.

F. **RELEASE OF CLAIMS.**

1. **Participating Class Members.** As of the date Defendant funds the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Plaintiff and Participating *Pick Up Stix* Unsettled Class Members on behalf of themselves, their heirs, successors, and assigns of all the claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. ("Released Class Claims").
2. **PAGA Employees.** As of the date Defendant funds the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Plaintiff and PAGA Employees on behalf of themselves, their heirs, successors, and assigns of all the PAGA claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the PAGA Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. ("Released PAGA Claims").
3. **Plaintiff.** As of the date the Defendant funds the Gross Settlement Amount, Plaintiff fully and finally releases Defendant and the other Released Parties from any claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to his work with Defendant ("Plaintiff's' Released Claims"). This release excludes only the release of claims not permitted by law.
4. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiff's

Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code section 1542, which reads:

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

5. **Class Counsel.** As of the date Defendant funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment (including the right to enforce this Agreement), Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorney fees and expenses against Defendant arising from or related to the Action.
- G. **NO EFFECT ON OTHER BENEFITS.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **LIMITATION ON PUBLIC STATEMENTS ABOUT SETTLEMENT.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after the Court grants preliminary approval for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members. This provision does not prohibit Class Counsel from listing the case among its qualifications to be appointed class counsel in other cases or as required by any court order. This provision does not prohibit Defendant from making required disclosures as a public company, including, but not limited to, disclosures in SEC filings (such as 10-K, 10-Q, and 8-K), earnings releases, or similar.
- I. **MISCELLANEOUS TERMS.**
 1. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have violated the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendant enters this Agreement solely for compromising highly disputed claims. Nothing in this Agreement is an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that the claims lacked merit or any defense asserted by Defendant has merit. This Settlement and the fact that Plaintiff and Defendant settled the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than with making the Settlement pursuant to this Agreement).
 - b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the

Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. The Parties agree any court may admit this section and all other provisions of this Agreement in evidence for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties cannot agree on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to implement this Agreement, the Parties will seek the assistance of Mark Rudy for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove, this Agreement, and any parts, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** The laws of the State of California govern all terms of this Agreement and its exhibits.

9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. A court should not construe this Agreement against any Party because the Party was the drafter or participated in the drafting.
10. **Fair and Reasonable Settlement.** The Parties and their respective counsel believe and warrant this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** Class Counsel agrees to use all originals, copies, and summaries of confidential documents and data provided by Defendant in connection with the mediation or other settlement negotiations only with respect to this Settlement, and no other purpose. Upon Defendant's request, after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is only there and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Lebe Law, APLC
JONATHAN M. LEBE
Jon@lebelaw.com
ZACHARY GERSHMAN
Zachary@lebelaw.com
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 358-7046 / Facsimile: (310) 820-1258

Aegis Law Firm, PC
SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250 / Facsimile: (949) 379-6251

To Defendant:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Spencer C. Skeen
spencer.skeen@ogletree.com
Tim L. Johnson
tim.johnson@ogletree.com
Cameron O. Flynn
cameron.flynn@ogletree.com

4370 La Jolla Village Dr., Suite 990
San Diego, CA 92122
Tel.: (858) 652-3100 / Fax: (858) 652-3101

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will constitute the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties the continuing litigation of the Actions shall be stayed and the time to bring the Actions to trial shall be extended pending the outcome of the settlement process.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Actions to ensure the continuing implementation of this Agreement.
17. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

[Signatures on next page]

Dated: 7/13/2021, 2021

Tanya Savidis

DocuSigned by:

77B02073525D40F...

Dated: _____, 2021

Lumber Liquidators, Inc.

By: _____

Dated: _____, 2021

LEBE LAW, APLC

By: _____

Jonathan M. Lebe
Zachary Gershman
Attorneys for Plaintiff

Dated: _____, 2021

AEGIS LAW FIRM, PC

By: _____

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Attorneys for Plaintiff

Dated: _____, 2021

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

By: _____

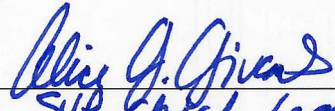
Spencer C. Skeen
Tim L. Johnson
Cameron O. Flynn
Attorneys for Defendant

Dated: _____, 2021

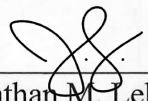
Tanya Savidis

Dated: June 30, 2021

Lumber Liquidators, Inc.

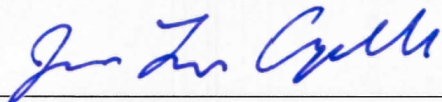
By: 
SVP, Chief Legal Officer
LEBE LAW, APLC

Dated: July 9, 2021

By: 
Jonathan M. Lebe
Zachary Gershman
Attorneys for Plaintiff

Dated: July 12, 2021

AEGIS LAW FIRM, PC

By: 
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Attorneys for Plaintiff

Dated: July 8, 2021

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

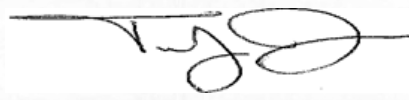
By: 
Spencer C. Skeen
Tim L. Johnson
Cameron O. Flynn
Attorneys for Defendant

EXHIBIT A

[SETTLEMENT DISTRIBUTION CHART]

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
1	3/31/2021	6/2/2021	9	\$ 1,000	\$ -	\$ 1,000.00
2	1/2/2019	1/5/2019	1	\$ 1,000	\$ -	\$ 1,000.00
3	5/23/2018	5/26/2018	1	\$ 1,000	\$ -	\$ 1,000.00
4	11/15/2019	11/15/2019	1	\$ 1,000	\$ -	\$ 1,000.00
5	7/27/2016	8/1/2016	1	\$ 1,000	\$ -	\$ 1,000.00
6	4/16/2016	4/21/2016	1	\$ 1,000	\$ -	\$ 1,000.00
7	4/7/2016	4/10/2016	1	\$ 1,000	\$ -	\$ 1,000.00
8	1/14/2019	1/14/2019	1	\$ 1,000	\$ -	\$ 1,000.00
9	3/22/2021	6/2/2021	11	\$ 1,000	\$ -	\$ 1,000.00
10	3/22/2021	3/30/2021	2	\$ 1,000	\$ -	\$ 1,000.00
11	3/21/2021	6/2/2021	11	\$ 1,000	\$ -	\$ 1,000.00
12	7/8/2020	7/16/2020	2	\$ 1,000	\$ -	\$ 1,000.00
13	4/10/2019	4/20/2019	2	\$ 1,000	\$ -	\$ 1,000.00
14	12/22/2018	1/1/2019	2	\$ 1,000	\$ -	\$ 1,000.00
15	3/18/2021	6/2/2021	11	\$ 1,000	\$ -	\$ 1,000.00
16	3/17/2021	5/19/2021	9	\$ 1,000	\$ -	\$ 1,000.00
17	3/16/2021	6/2/2021	12	\$ 1,000	\$ -	\$ 1,000.00
18	3/12/2021	4/6/2021	4	\$ 1,000	\$ -	\$ 1,000.00
19	1/26/2021	2/11/2021	3	\$ 1,000	\$ -	\$ 1,000.00
20	1/15/2021	1/29/2021	3	\$ 1,000	\$ -	\$ 1,000.00
21	6/20/2019	7/4/2019	3	\$ 1,000	\$ -	\$ 1,000.00
22	7/24/2018	8/10/2018	3	\$ 1,000	\$ -	\$ 1,000.00
23	6/18/2018	7/5/2018	3	\$ 1,000	\$ -	\$ 1,000.00
24	9/4/2017	9/18/2017	3	\$ 1,000	\$ -	\$ 1,000.00
25	8/13/2016	8/29/2016	3	\$ 1,000	\$ -	\$ 1,000.00
26	3/8/2021	5/10/2021	9	\$ 1,000	\$ -	\$ 1,000.00
27	3/8/2021	6/2/2021	13	\$ 1,000	\$ -	\$ 1,000.00
28	1/16/2020	2/9/2020	4	\$ 1,000	\$ -	\$ 1,000.00
29	9/25/2018	10/19/2018	4	\$ 1,000	\$ -	\$ 1,000.00
30	10/25/2017	11/16/2017	4	\$ 1,000	\$ -	\$ 1,000.00
31	7/19/2017	8/9/2017	4	\$ 1,000	\$ -	\$ 1,000.00
32	3/7/2021	6/2/2021	13	\$ 1,000	\$ -	\$ 1,000.00
33	3/2/2021	6/2/2021	14	\$ 1,000	\$ 4.72	\$ 1,066.01
34	3/1/2021	6/2/2021	14	\$ 1,000	\$ 4.72	\$ 1,066.01
35	2/26/2021	6/2/2021	14	\$ 1,000	\$ 4.72	\$ 1,066.01
36	11/2/2020	11/30/2020	5	\$ 1,000	\$ -	\$ 1,000.00
37	2/28/2021	6/2/2021	14	\$ 1,000	\$ 4.72	\$ 1,066.01
38	12/28/2018	1/28/2019	5	\$ 1,000	\$ -	\$ 1,000.00
39	8/12/2018	9/13/2018	5	\$ 1,000	\$ -	\$ 1,000.00
40	3/6/2016	4/8/2016	5	\$ 1,000	\$ -	\$ 1,000.00
41	3/6/2016	4/6/2016	5	\$ 1,000	\$ -	\$ 1,000.00
42	3/6/2016	4/3/2016	5	\$ 1,000	\$ -	\$ 1,000.00
43	3/6/2016	4/8/2016	5	\$ 1,000	\$ -	\$ 1,000.00
44	3/6/2016	4/8/2016	5	\$ 1,000	\$ -	\$ 1,000.00
45	2/24/2021	6/2/2021	14	\$ 1,000	\$ 4.72	\$ 1,066.01
46	2/22/2021	6/2/2021	15	\$ 1,000	\$ 4.72	\$ 1,070.73
47	1/18/2021	2/25/2021	6	\$ 1,000	\$ -	\$ 1,000.00
48	2/21/2021	6/2/2021	15	\$ 1,000	\$ 4.72	\$ 1,070.73
49	2/5/2019	3/17/2019	6	\$ 1,000	\$ -	\$ 1,000.00

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
50	7/29/2019	9/3/2019	6	\$ 1,000	\$ -	\$ 1,000.00
51	7/14/2016	8/20/2016	6	\$ 1,000	\$ -	\$ 1,000.00
52	3/6/2016	4/12/2016	6	\$ 1,000	\$ -	\$ 1,000.00
53	3/6/2016	4/16/2016	6	\$ 1,000	\$ -	\$ 1,000.00
54	2/18/2021	6/2/2021	15	\$ 1,000	\$ 4.72	\$ 1,070.73
55	2/17/2021	4/9/2021	8	\$ 1,000	\$ -	\$ 1,000.00
56	2/17/2021	6/2/2021	15	\$ 1,000	\$ 4.72	\$ 1,070.73
57	2/15/2021	6/2/2021	16	\$ 1,000	\$ 4.72	\$ 1,075.44
58	10/15/2020	11/27/2020	7	\$ 1,000	\$ -	\$ 1,000.00
59	2/7/2019	3/26/2019	7	\$ 1,000	\$ -	\$ 1,000.00
60	3/6/2016	4/20/2016	7	\$ 1,000	\$ -	\$ 1,000.00
61	6/28/2020	8/16/2020	7	\$ 1,000	\$ -	\$ 1,000.00
62	3/6/2016	4/17/2016	7	\$ 1,000	\$ -	\$ 1,000.00
63	11/19/2020	1/10/2021	8	\$ 1,000	\$ -	\$ 1,000.00
64	5/26/2018	7/20/2018	8	\$ 1,000	\$ -	\$ 1,000.00
65	2/6/2018	3/30/2018	8	\$ 1,000	\$ -	\$ 1,000.00
66	8/11/2017	9/29/2017	8	\$ 1,000	\$ -	\$ 1,000.00
67	6/17/2017	8/8/2017	8	\$ 1,000	\$ -	\$ 1,000.00
68	2/1/2017	3/23/2017	8	\$ 1,000	\$ -	\$ 1,000.00
69	10/19/2016	12/9/2016	8	\$ 1,000	\$ -	\$ 1,000.00
70	3/6/2016	4/29/2016	8	\$ 1,000	\$ -	\$ 1,000.00
71	11/24/2020	1/25/2021	9	\$ 1,000	\$ -	\$ 1,000.00
72	9/9/2020	11/10/2020	9	\$ 1,000	\$ -	\$ 1,000.00
73	5/11/2019	7/11/2019	9	\$ 1,000	\$ -	\$ 1,000.00
74	2/3/2021	6/2/2021	17	\$ 1,000	\$ 4.72	\$ 1,080.16
75	3/6/2016	5/6/2016	9	\$ 1,000	\$ -	\$ 1,000.00
76	1/22/2021	4/7/2021	11	\$ 1,000	\$ -	\$ 1,000.00
77	7/9/2020	9/11/2020	10	\$ 1,000	\$ -	\$ 1,000.00
78	6/28/2020	9/4/2020	10	\$ 1,000	\$ -	\$ 1,000.00
79	6/28/2020	8/31/2020	10	\$ 1,000	\$ -	\$ 1,000.00
80	12/13/2020	2/16/2021	10	\$ 1,000	\$ -	\$ 1,000.00
81	6/28/2020	9/4/2020	10	\$ 1,000	\$ -	\$ 1,000.00
82	3/6/2016	5/10/2016	10	\$ 1,000	\$ -	\$ 1,000.00
83	1/19/2021	5/20/2021	18	\$ 1,000	\$ 4.72	\$ 1,084.87
84	1/19/2021	6/2/2021	20	\$ 1,000	\$ 4.72	\$ 1,094.30
85	1/18/2021	6/2/2021	20	\$ 1,000	\$ 4.72	\$ 1,094.30
86	6/27/2018	9/5/2018	11	\$ 1,000	\$ -	\$ 1,000.00
87	12/23/2017	3/5/2018	11	\$ 1,000	\$ -	\$ 1,000.00
88	12/23/2017	3/5/2018	11	\$ 1,000	\$ -	\$ 1,000.00
89	3/6/2016	5/17/2016	11	\$ 1,000	\$ -	\$ 1,000.00
90	6/17/2019	9/6/2019	12	\$ 1,000	\$ -	\$ 1,000.00
91	1/6/2019	3/29/2019	12	\$ 1,000	\$ -	\$ 1,000.00
92	3/6/2016	5/27/2016	12	\$ 1,000	\$ -	\$ 1,000.00
93	3/6/2016	5/23/2016	12	\$ 1,000	\$ -	\$ 1,000.00
94	1/7/2021	6/2/2021	21	\$ 1,000	\$ 4.72	\$ 1,099.02
95	1/4/2021	4/21/2021	16	\$ 1,000	\$ 4.72	\$ 1,075.44
96	3/6/2016	6/3/2016	13	\$ 1,000	\$ -	\$ 1,000.00
97	3/6/2016	6/3/2016	13	\$ 1,000	\$ -	\$ 1,000.00
98	12/28/2020	6/2/2021	23	\$ 1,000	\$ 4.72	\$ 1,108.45

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
99	2/3/2020	5/10/2020	14	\$ 1,000	\$ 4.72	\$ 1,066.01
100	8/11/2018	11/15/2018	14	\$ 1,000	\$ 4.72	\$ 1,066.01
101	6/28/2020	9/30/2020	14	\$ 1,000	\$ 4.72	\$ 1,066.01
102	12/16/2020	3/26/2021	15	\$ 1,000	\$ 4.72	\$ 1,070.73
103	11/13/2020	2/23/2021	15	\$ 1,000	\$ 4.72	\$ 1,070.73
104	8/25/2018	12/1/2018	15	\$ 1,000	\$ 4.72	\$ 1,070.73
105	11/2/2019	2/13/2020	15	\$ 1,000	\$ 4.72	\$ 1,070.73
106	9/21/2016	12/31/2016	15	\$ 1,000	\$ 4.72	\$ 1,070.73
107	12/20/2020	6/2/2021	24	\$ 1,000	\$ 4.72	\$ 1,113.17
108	12/11/2020	6/2/2021	25	\$ 1,000	\$ 4.72	\$ 1,117.88
109	8/17/2020	12/3/2020	16	\$ 1,000	\$ 4.72	\$ 1,075.44
110	5/8/2019	8/26/2019	16	\$ 1,000	\$ 4.72	\$ 1,075.44
111	8/13/2016	11/30/2016	16	\$ 1,000	\$ 4.72	\$ 1,075.44
112	8/27/2020	12/21/2020	17	\$ 1,000	\$ 4.72	\$ 1,080.16
113	8/1/2019	11/21/2019	17	\$ 1,000	\$ 4.72	\$ 1,080.16
114	9/2/2016	12/27/2016	17	\$ 1,000	\$ 4.72	\$ 1,080.16
115	3/6/2016	6/29/2016	17	\$ 1,000	\$ 4.72	\$ 1,080.16
116	12/3/2020	6/2/2021	26	\$ 1,000	\$ 4.72	\$ 1,122.60
117	12/2/2020	6/2/2021	26	\$ 1,000	\$ 4.72	\$ 1,122.60
118	10/8/2020	2/5/2021	18	\$ 1,000	\$ 4.72	\$ 1,084.87
119	3/17/2020	7/14/2020	18	\$ 1,000	\$ 4.72	\$ 1,084.87
120	11/20/2018	3/21/2019	18	\$ 1,000	\$ 4.72	\$ 1,084.87
121	1/10/2018	5/11/2018	18	\$ 1,000	\$ 4.72	\$ 1,084.87
122	10/26/2016	2/23/2017	18	\$ 1,000	\$ 4.72	\$ 1,084.87
123	5/16/2016	9/12/2016	18	\$ 1,000	\$ 4.72	\$ 1,084.87
124	11/25/2020	6/2/2021	27	\$ 1,000	\$ 4.72	\$ 1,127.31
125	11/24/2020	6/2/2021	28	\$ 1,000	\$ 4.72	\$ 1,132.03
126	7/5/2019	11/13/2019	19	\$ 1,000	\$ 4.72	\$ 1,089.59
127	11/22/2020	6/2/2021	28	\$ 1,000	\$ 4.72	\$ 1,132.03
128	8/28/2017	1/4/2018	19	\$ 1,000	\$ 4.72	\$ 1,089.59
129	6/28/2020	11/7/2020	19	\$ 1,000	\$ 4.72	\$ 1,089.59
130	11/19/2020	6/2/2021	28	\$ 1,000	\$ 4.72	\$ 1,132.03
131	11/13/2020	4/19/2021	23	\$ 1,000	\$ 4.72	\$ 1,108.45
132	11/15/2020	6/2/2021	29	\$ 1,000	\$ 4.72	\$ 1,136.74
133	3/6/2016	7/21/2016	20	\$ 1,000	\$ 4.72	\$ 1,094.30
134	11/9/2020	6/2/2021	30	\$ 1,000	\$ 4.72	\$ 1,141.46
135	11/10/2020	6/2/2021	30	\$ 1,000	\$ 4.72	\$ 1,141.46
136	6/21/2018	11/10/2018	21	\$ 1,000	\$ 4.72	\$ 1,099.02
137	11/4/2020	6/2/2021	30	\$ 1,000	\$ 4.72	\$ 1,141.46
138	1/31/2018	6/30/2018	22	\$ 1,000	\$ 4.72	\$ 1,103.73
139	10/22/2020	6/2/2021	32	\$ 1,000	\$ 4.72	\$ 1,150.89
140	9/8/2020	2/20/2021	24	\$ 1,000	\$ 4.72	\$ 1,113.17
141	8/20/2020	2/2/2021	24	\$ 1,000	\$ 4.72	\$ 1,113.17
142	10/11/2019	3/25/2020	24	\$ 1,000	\$ 4.72	\$ 1,113.17
143	10/12/2020	6/2/2021	34	\$ 1,000	\$ 4.72	\$ 1,160.32
144	8/9/2017	1/27/2018	25	\$ 1,000	\$ 4.72	\$ 1,117.88
145	7/19/2016	1/6/2017	25	\$ 1,000	\$ 4.72	\$ 1,117.88
146	5/19/2016	11/5/2016	25	\$ 1,000	\$ 4.72	\$ 1,117.88
147	7/21/2020	1/12/2021	26	\$ 1,000	\$ 4.72	\$ 1,122.60

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
148	5/16/2019	11/11/2019	26	\$ 1,000	\$ 4.72	\$ 1,122.60
149	4/10/2017	10/6/2017	26	\$ 1,000	\$ 4.72	\$ 1,122.60
150	11/1/2016	4/28/2017	26	\$ 1,000	\$ 4.72	\$ 1,122.60
151	10/4/2020	6/2/2021	35	\$ 1,000	\$ 4.72	\$ 1,165.03
152	7/19/2020	1/20/2021	27	\$ 1,000	\$ 4.72	\$ 1,127.31
153	6/28/2020	12/27/2020	27	\$ 1,000	\$ 4.72	\$ 1,127.31
154	3/6/2016	9/8/2016	27	\$ 1,000	\$ 4.72	\$ 1,127.31
155	6/28/2020	1/3/2021	27	\$ 1,000	\$ 4.72	\$ 1,127.31
156	9/21/2020	4/25/2021	31	\$ 1,000	\$ 4.72	\$ 1,146.17
157	9/21/2020	6/2/2021	37	\$ 1,000	\$ 4.72	\$ 1,174.46
158	7/22/2019	2/1/2020	28	\$ 1,000	\$ 4.72	\$ 1,132.03
159	3/6/2016	9/17/2016	28	\$ 1,000	\$ 4.72	\$ 1,132.03
160	3/27/2018	10/17/2018	30	\$ 1,000	\$ 4.72	\$ 1,141.46
161	3/6/2016	9/25/2016	30	\$ 1,000	\$ 4.72	\$ 1,141.46
162	9/1/2020	6/2/2021	40	\$ 1,000	\$ 4.72	\$ 1,188.61
163	8/31/2020	6/2/2021	40	\$ 1,000	\$ 4.72	\$ 1,188.61
164	8/30/2020	6/2/2021	40	\$ 1,000	\$ 4.72	\$ 1,188.61
165	11/9/2016	6/13/2017	31	\$ 1,000	\$ 4.72	\$ 1,146.17
166	6/28/2020	1/24/2021	31	\$ 1,000	\$ 4.72	\$ 1,146.17
167	8/30/2020	6/2/2021	40	\$ 1,000	\$ 4.72	\$ 1,188.61
168	3/6/2016	10/2/2016	31	\$ 1,000	\$ 4.72	\$ 1,146.17
169	8/25/2020	6/2/2021	41	\$ 1,000	\$ 4.72	\$ 1,193.32
170	12/31/2019	8/7/2020	32	\$ 1,000	\$ 4.72	\$ 1,150.89
171	10/20/2016	5/31/2017	32	\$ 1,000	\$ 4.72	\$ 1,150.89
172	8/30/2016	4/5/2017	32	\$ 1,000	\$ 4.72	\$ 1,150.89
173	3/8/2019	10/24/2019	33	\$ 1,000	\$ 4.72	\$ 1,155.60
174	1/21/2019	9/6/2019	33	\$ 1,000	\$ 4.72	\$ 1,155.60
175	3/6/2016	10/22/2016	33	\$ 1,000	\$ 4.72	\$ 1,155.60
176	8/10/2020	5/26/2021	42	\$ 1,000	\$ 4.72	\$ 1,198.04
177	10/12/2018	6/3/2019	34	\$ 1,000	\$ 4.72	\$ 1,160.32
178	3/29/2016	11/21/2016	34	\$ 1,000	\$ 4.72	\$ 1,160.32
179	6/26/2019	2/23/2020	35	\$ 1,000	\$ 4.72	\$ 1,165.03
180	4/4/2016	11/30/2016	35	\$ 1,000	\$ 4.72	\$ 1,165.03
181	7/8/2020	3/16/2021	36	\$ 1,000	\$ 4.72	\$ 1,169.75
182	6/28/2020	2/28/2021	36	\$ 1,000	\$ 4.72	\$ 1,169.75
183	7/22/2020	6/2/2021	45	\$ 1,000	\$ 4.72	\$ 1,212.19
184	7/15/2020	3/27/2021	37	\$ 1,000	\$ 4.72	\$ 1,174.46
185	7/8/2020	3/19/2021	37	\$ 1,000	\$ 4.72	\$ 1,174.46
186	9/25/2019	6/5/2020	37	\$ 1,000	\$ 4.72	\$ 1,174.46
187	7/19/2020	6/2/2021	46	\$ 1,000	\$ 4.72	\$ 1,216.90
188	1/6/2020	9/22/2020	38	\$ 1,000	\$ 4.72	\$ 1,179.18
189	9/19/2017	6/14/2018	39	\$ 1,000	\$ 4.72	\$ 1,183.89
190	12/20/2016	9/13/2017	39	\$ 1,000	\$ 4.72	\$ 1,183.89
191	5/7/2016	1/29/2017	39	\$ 1,000	\$ 4.72	\$ 1,183.89
192	11/12/2019	8/17/2020	40	\$ 1,000	\$ 4.72	\$ 1,188.61
193	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
194	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
195	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
196	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
197	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
198	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
199	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
200	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
201	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
202	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
203	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
204	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
205	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
206	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
207	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
208	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
209	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
210	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
211	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
212	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
213	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
214	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
215	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
216	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
217	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
218	6/28/2020	6/2/2021	49	\$ 1,000	\$ 4.72	\$ 1,231.05
219	2/27/2018	12/10/2018	41	\$ 1,000	\$ 4.72	\$ 1,193.32
220	9/28/2017	7/6/2018	41	\$ 1,000	\$ 4.72	\$ 1,193.32
221	10/17/2017	7/31/2018	42	\$ 1,000	\$ 4.72	\$ 1,198.04
222	11/23/2018	9/15/2019	43	\$ 1,000	\$ 4.72	\$ 1,202.75
223	11/20/2019	9/17/2020	44	\$ 1,000	\$ 4.72	\$ 1,207.47
224	10/4/2017	8/4/2018	44	\$ 1,000	\$ 4.72	\$ 1,207.47
225	7/20/2017	5/20/2018	44	\$ 1,000	\$ 4.72	\$ 1,207.47
226	5/16/2018	3/24/2019	45	\$ 1,000	\$ 4.72	\$ 1,212.19
227	5/31/2016	4/7/2017	45	\$ 1,000	\$ 4.72	\$ 1,212.19
228	3/6/2016	1/13/2017	45	\$ 1,000	\$ 4.72	\$ 1,212.19
229	5/12/2020	3/20/2021	45	\$ 1,000	\$ 4.72	\$ 1,212.19
230	1/10/2020	11/20/2020	46	\$ 1,000	\$ 4.72	\$ 1,216.90
231	11/20/2019	9/30/2020	46	\$ 1,000	\$ 4.72	\$ 1,216.90
232	7/22/2017	6/7/2018	46	\$ 1,000	\$ 4.72	\$ 1,216.90
233	10/19/2016	9/3/2017	46	\$ 1,000	\$ 4.72	\$ 1,216.90
234	11/7/2019	9/30/2020	47	\$ 1,000	\$ 4.72	\$ 1,221.62
235	5/13/2019	4/9/2020	48	\$ 1,000	\$ 4.72	\$ 1,226.33
236	3/6/2016	2/8/2017	49	\$ 1,000	\$ 4.72	\$ 1,231.05
237	3/6/2016	2/7/2017	49	\$ 1,000	\$ 4.72	\$ 1,231.05
238	2/28/2019	2/19/2020	51	\$ 1,000	\$ 4.72	\$ 1,240.48
239	7/24/2016	7/9/2017	51	\$ 1,000	\$ 4.72	\$ 1,240.48
240	3/6/2016	2/21/2017	51	\$ 1,000	\$ 4.72	\$ 1,240.48
241	12/30/2019	12/23/2020	52	\$ 1,000	\$ 4.72	\$ 1,245.19
242	11/15/2018	11/15/2019	53	\$ 1,000	\$ 4.72	\$ 1,249.91
243	1/23/2018	1/23/2019	53	\$ 1,000	\$ 4.72	\$ 1,249.91
244	10/8/2016	10/11/2017	53	\$ 1,000	\$ 4.72	\$ 1,249.91
245	5/20/2016	5/25/2017	53	\$ 1,000	\$ 4.72	\$ 1,249.91

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
246	1/29/2019	2/7/2020	54	\$ 1,000	\$ 4.72	\$ 1,254.62
247	12/6/2018	12/12/2019	54	\$ 1,000	\$ 4.72	\$ 1,254.62
248	11/8/2016	11/22/2017	55	\$ 1,000	\$ 4.72	\$ 1,259.34
249	3/6/2016	3/25/2017	55	\$ 1,000	\$ 4.72	\$ 1,259.34
250	6/23/2018	7/25/2019	57	\$ 1,000	\$ 4.72	\$ 1,268.77
251	3/1/2018	4/25/2019	61	\$ 1,000	\$ 4.72	\$ 1,287.63
252	10/5/2016	12/4/2017	61	\$ 1,000	\$ 4.72	\$ 1,287.63
253	1/20/2020	6/2/2021	72	\$ 1,000	\$ 4.72	\$ 1,339.50
254	1/15/2020	6/2/2021	72	\$ 1,000	\$ 4.72	\$ 1,339.50
255	1/6/2020	6/2/2021	74	\$ 1,000	\$ 4.72	\$ 1,348.93
256	1/18/2017	4/19/2018	66	\$ 1,000	\$ 4.72	\$ 1,311.20
257	10/13/2018	1/21/2020	67	\$ 1,000	\$ 4.72	\$ 1,315.92
258	3/6/2016	6/14/2017	67	\$ 1,000	\$ 4.72	\$ 1,315.92
259	6/14/2019	9/30/2020	68	\$ 1,000	\$ 4.72	\$ 1,320.64
260	6/6/2019	9/22/2020	68	\$ 1,000	\$ 4.72	\$ 1,320.64
261	5/3/2018	8/15/2019	68	\$ 1,000	\$ 4.72	\$ 1,320.64
262	12/11/2019	5/14/2021	75	\$ 1,000	\$ 4.72	\$ 1,353.64
263	3/6/2016	6/30/2017	69	\$ 1,000	\$ 4.72	\$ 1,325.35
264	12/6/2019	6/2/2021	78	\$ 1,000	\$ 4.72	\$ 1,367.79
265	5/14/2019	9/21/2020	71	\$ 1,000	\$ 4.72	\$ 1,334.78
266	3/10/2017	7/31/2018	73	\$ 1,000	\$ 4.72	\$ 1,344.21
267	5/16/2018	10/10/2019	74	\$ 1,000	\$ 4.72	\$ 1,348.93
268	3/6/2016	7/31/2017	74	\$ 1,000	\$ 4.72	\$ 1,348.93
269	10/27/2019	6/2/2021	84	\$ 1,000	\$ 4.72	\$ 1,396.08
270	7/10/2019	12/19/2020	76	\$ 1,000	\$ 4.72	\$ 1,358.36
271	7/13/2016	12/22/2017	76	\$ 1,000	\$ 4.72	\$ 1,358.36
272	12/20/2018	6/8/2020	77	\$ 1,000	\$ 4.72	\$ 1,363.07
273	9/20/2019	3/13/2021	78	\$ 1,000	\$ 4.72	\$ 1,367.79
274	7/20/2017	1/13/2019	78	\$ 1,000	\$ 4.72	\$ 1,367.79
275	3/6/2016	9/11/2017	80	\$ 1,000	\$ 4.72	\$ 1,377.22
276	3/6/2016	9/30/2017	82	\$ 1,000	\$ 4.72	\$ 1,386.65
277	9/4/2019	6/2/2021	91	\$ 1,000	\$ 4.72	\$ 1,429.09
278	9/1/2017	4/8/2019	84	\$ 1,000	\$ 4.72	\$ 1,396.08
280	8/15/2019	6/2/2021	94	\$ 1,000	\$ 4.72	\$ 1,443.23
281	6/25/2019	2/14/2021	86	\$ 1,000	\$ 4.72	\$ 1,405.51
282	8/23/2017	4/14/2019	86	\$ 1,000	\$ 4.72	\$ 1,405.51
283	2/14/2019	10/25/2020	89	\$ 1,000	\$ 4.72	\$ 1,419.66
284	7/12/2017	3/22/2019	89	\$ 1,000	\$ 4.72	\$ 1,419.66
285	9/21/2016	6/7/2018	90	\$ 1,000	\$ 4.72	\$ 1,424.37
286	9/27/2017	7/1/2019	92	\$ 1,000	\$ 4.72	\$ 1,433.80
287	10/27/2018	8/8/2020	94	\$ 1,000	\$ 4.72	\$ 1,443.23
288	6/11/2019	6/2/2021	104	\$ 1,000	\$ 4.72	\$ 1,490.38
289	6/10/2019	6/2/2021	104	\$ 1,000	\$ 4.72	\$ 1,490.38
290	11/1/2016	8/26/2018	95	\$ 1,000	\$ 4.72	\$ 1,447.95
291	5/10/2019	6/2/2021	108	\$ 1,000	\$ 4.72	\$ 1,509.24
292	5/17/2016	4/15/2018	100	\$ 1,000	\$ 4.72	\$ 1,471.52
293	1/17/2019	12/31/2020	103	\$ 1,000	\$ 4.72	\$ 1,485.67
294	7/20/2017	7/31/2019	106	\$ 1,000	\$ 4.72	\$ 1,499.81
295	3/11/2019	6/2/2021	117	\$ 1,000	\$ 4.72	\$ 1,551.68

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
296	4/12/2016	5/23/2018	111	\$ 1,000	\$ 4.72	\$ 1,523.39
297	8/15/2018	10/2/2020	112	\$ 1,000	\$ 4.72	\$ 1,528.11
298	6/10/2016	8/23/2018	115	\$ 1,000	\$ 4.72	\$ 1,542.25
299	1/17/2019	6/2/2021	124	\$ 1,000	\$ 4.72	\$ 1,584.69
300	1/4/2019	6/2/2021	126	\$ 1,000	\$ 4.72	\$ 1,594.12
301	5/9/2016	8/1/2018	117	\$ 1,000	\$ 4.72	\$ 1,551.68
302	12/19/2018	6/2/2021	128	\$ 1,000	\$ 4.72	\$ 1,603.55
303	12/4/2018	6/2/2021	131	\$ 1,000	\$ 4.72	\$ 1,617.69
304	12/2/2018	6/2/2021	131	\$ 1,000	\$ 4.72	\$ 1,617.69
305	5/4/2016	9/30/2018	126	\$ 1,000	\$ 4.72	\$ 1,594.12
306	9/20/2018	3/2/2021	128	\$ 1,000	\$ 4.72	\$ 1,603.55
307	3/6/2016	8/31/2018	130	\$ 1,000	\$ 4.72	\$ 1,612.98
308	9/20/2018	5/1/2021	137	\$ 1,000	\$ 4.72	\$ 1,645.99
309	5/8/2016	11/24/2018	133	\$ 1,000	\$ 4.72	\$ 1,627.13
310	8/27/2018	6/2/2021	145	\$ 1,000	\$ 4.72	\$ 1,683.71
311	8/17/2018	6/2/2021	146	\$ 1,000	\$ 4.72	\$ 1,688.42
312	8/20/2016	4/4/2019	137	\$ 1,000	\$ 4.72	\$ 1,645.99
313	3/6/2016	11/2/2018	139	\$ 1,000	\$ 4.72	\$ 1,655.42
314	8/1/2018	6/2/2021	148	\$ 1,000	\$ 4.72	\$ 1,697.85
315	9/19/2017	5/29/2020	141	\$ 1,000	\$ 4.72	\$ 1,664.85
316	6/19/2018	6/2/2021	155	\$ 1,000	\$ 4.72	\$ 1,730.86
317	6/19/2018	6/2/2021	155	\$ 1,000	\$ 4.72	\$ 1,730.86
318	4/19/2018	6/2/2021	163	\$ 1,000	\$ 4.72	\$ 1,768.58
319	3/8/2018	6/2/2021	169	\$ 1,000	\$ 4.72	\$ 1,796.87
320	1/19/2018	6/2/2021	176	\$ 1,000	\$ 4.72	\$ 1,829.88
321	1/17/2018	6/2/2021	176	\$ 1,000	\$ 4.72	\$ 1,829.88
322	8/23/2016	11/15/2019	169	\$ 1,000	\$ 4.72	\$ 1,796.87
323	5/27/2016	8/16/2019	169	\$ 1,000	\$ 4.72	\$ 1,796.87
324	12/13/2017	6/2/2021	181	\$ 1,000	\$ 4.72	\$ 1,853.46
325	11/30/2017	6/2/2021	183	\$ 1,000	\$ 4.72	\$ 1,862.89
326	9/15/2017	2/6/2021	178	\$ 1,000	\$ 4.72	\$ 1,839.31
327	7/11/2017	6/2/2021	204	\$ 1,000	\$ 4.72	\$ 1,961.91
328	10/28/2016	11/4/2020	210	\$ 1,000	\$ 4.72	\$ 1,990.20
329	3/6/2016	8/9/2020	231	\$ 1,000	\$ 4.72	\$ 2,089.22
330	10/19/2016	6/2/2021	241	\$ 1,000	\$ 4.72	\$ 2,136.37
331	10/19/2016	6/2/2021	241	\$ 1,000	\$ 4.72	\$ 2,136.37
332	7/22/2016	6/2/2021	254	\$ 1,000	\$ 4.72	\$ 2,197.67
333	3/6/2016	12/4/2020	248	\$ 1,000	\$ 4.72	\$ 2,169.38
334	6/15/2016	6/2/2021	259	\$ 1,000	\$ 4.72	\$ 2,221.24
335	6/2/2016	6/2/2021	261	\$ 1,000	\$ 4.72	\$ 2,230.67
336	5/11/2016	6/2/2021	264	\$ 1,000	\$ 4.72	\$ 2,244.82
337	5/6/2016	6/2/2021	265	\$ 1,000	\$ 4.72	\$ 2,249.54
338	3/6/2016	1/29/2021	256	\$ 1,000	\$ 4.72	\$ 2,207.10
339	3/6/2016	6/2/2021	274	\$ 1,000	\$ 4.72	\$ 2,291.97
340	3/6/2016	6/2/2021	274	\$ 1,000	\$ 4.72	\$ 2,291.97
341	3/6/2016	6/2/2021	274	\$ 1,000	\$ 4.72	\$ 2,291.97
342	3/6/2016	6/2/2021	274	\$ 1,000	\$ 4.72	\$ 2,291.97
343	4/8/2021	6/2/2021	8	\$ 1,000	\$ -	\$ 1,000.00
344	4/12/2021	6/2/2021	8	\$ 1,000	\$ -	\$ 1,000.00

Exhibit A

Number	Start	End	WW	Base Payment	Increase per Week	Payment to Class Member
345	4/13/2021	6/2/2021	8	\$ 1,000	\$ -	\$ 1,000.00
346	4/20/2021	6/2/2021	7	\$ 1,000	\$ -	\$ 1,000.00
347	4/21/2021	6/2/2021	6	\$ 1,000	\$ -	\$ 1,000.00
348	4/21/2021	6/2/2021	6	\$ 1,000	\$ -	\$ 1,000.00
349	4/23/2021	6/2/2021	6	\$ 1,000	\$ -	\$ 1,000.00
350	4/26/2021	6/2/2021	6	\$ 1,000	\$ -	\$ 1,000.00
351	4/27/2021	6/2/2021	6	\$ 1,000	\$ -	\$ 1,000.00
352	5/3/2021	6/2/2021	5	\$ 1,000	\$ -	\$ 1,000.00
353	5/12/2021	6/2/2021	3	\$ 1,000	\$ -	\$ 1,000.00
354	5/18/2021	6/2/2021	3	\$ 1,000	\$ -	\$ 1,000.00
355	5/19/2021	6/2/2021	2	\$ 1,000	\$ -	\$ 1,000.00
356	5/21/2021	6/2/2021	2	\$ 1,000	\$ -	\$ 1,000.00
357	5/24/2021	6/2/2021	2	\$ 1,000	\$ -	\$ 1,000.00
358	5/25/2021	6/2/2021	2	\$ 1,000	\$ -	\$ 1,000.00
359	5/26/2021	5/28/2021	1	\$ 1,000	\$ -	\$ 1,000.00
360	5/27/2021	6/2/2021	1	\$ 1,000	\$ -	\$ 1,000.00
		Total weeks:	18,474.00			\$ 443,072.50
		Net	\$443,072.50	Avg for EE w/ over 13 weeks:		\$ 1,318.01
Total paid for base 1,000 per ee:			\$ 359,000.00			
Net after deducting 1,00 per ee base:			\$84,072.50			
		remaining weeks:	17,830.00			
		per week for remaining:	\$ 4.72			
		Wages:	25%			
	\$770,175.00	gross		\$916,175.00		
	\$274,852.50	fees	pickup stix :	\$146,000.00		
	\$16,000.00	costs				
	\$8,750.00	admin				
	\$7,500.00	enhance				
	\$20,000.00	lwda	PAGA includes all ees			
	\$443,072.50	Net				

EXHIBIT B

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All current and former non-exempt employees employed by Defendant in California from March 6, 2016 to June 2, 2021

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Your rights are explained in this Notice.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	To receive a cash Settlement payment, you do not have to do anything. Your Settlement Share payment, estimated at \$_____ , will be mailed to you automatically after the Court grants final approval of the Settlement. (See, Section 5 below.) <i>[You must keep a current address on file with the Administrator to ensure receipt of your payment.]</i>
Exclude Yourself (“Opt Out”)	If you do not want to participate in the Settlement, you may exclude yourself, or “opt out” of the Settlement. If you do, you will not receive a Settlement payment, and you will keep all rights you may have against Lumber Liquidators, Inc. (See, Section 7 below).
Object	You have the right to object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (See, Section 8 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE**
- **LUMBER LIQUIDATORS DENIES THE ALLEGATIONS IN THE LAWSUIT – BOTH PARTIES DECIDED TO SETTLE THE LAWSUIT IN ORDER TO AVOID THE COSTS OF A CONTINUED LAWSUIT**

1. Why did I get this Notice?

A proposed settlement (the “Settlement”) of a class action lawsuit has been reached between Plaintiff Tanya Savidis (“Plaintiff”) and Defendant Lumber Liquidators, Inc. (“Defendant”). The Court in charge of this case has granted preliminary approval of the Settlement. You received this Notice because you were identified as a member of the Class, defined as: “all current and former non-exempt employees employed by Defendant in California from March 6, 2016 to June 2, 2021.”

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

2. What is this class action lawsuit about?

On March 6, 2020, Plaintiff filed a complaint against Defendant in the Superior Court of California, County of Alameda (“Complaint”). The Complaint alleged Defendant failed to provide all: wages, including overtime; meal periods; rest periods; accurate wage statements; final wages; reimbursement of business expenses; and it sought penalties under the Private Attorneys General Act of 2004 (“PAGA”).

Defendant denies all allegations and contends Plaintiff and all Class Members were provided everything required by law, including wages, appropriate reimbursement, and required rest and meal periods, and that it is not liable for any of the penalties claimed or that could be claimed in the lawsuit.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and approved this Notice. The Court also preliminarily approved Plaintiff as the Class Representative, the law firms of Aegis Law Firm, PC and Lebe Law, APLC as Class Counsel, and Phoenix Class Action Administration Solutions as the Administrator.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay \$916,175.00 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$8,750, (b) Class Representative Service Payment of up to \$7,500 to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees of 274,852.50, (d) Class Counsel Litigation Expenses up to \$16,000, (e) \$20,000 for civil penalties – with 75% paid to California’s Labor Workforce and Development Agency (“LWDA Payment”) and 25% paid the PAGA employees based on the number of workweeks each worked from March 6, 2019 to June 2, 2021 (the “PAGA Period”), compared to the number of workweeks all worked during the PAGA Period.

Defendant will receive credit for payments of \$1,000 each to 146 Class Members (\$146,000) for those Class Members who received a direct settlement payment.

Settlement Share Payments to Participating Class Members. After deduction of the Court-approved amounts for the payments and credit above, the remaining portion, the “Net Settlement Amount” estimated at \$443,072.50 will be distributed to all Class Members who do not request to be excluded (“Participating Class Member”) and who did not receive payment under the direct

settlement program (“*Pick Up Stix* Unsettled Class Members”), based on an equalizing payment of \$1,000 and the number of weeks worked during the Class Period compared to the number of weeks worked by all Participating Class Members during the Class Period. For those employees that worked during the PAGA Period, each PAGA Employee will receive from the 25% share of the civil penalties a pro-rata portion of the total workweeks in the PAGA period based on each employee’s workweeks.

Each Settlement Share payment paid to *Pick Up Stix* Unsettled Class Members will be for: 25% wages, and payroll withholdings will be deducted, and IRS W-2 Forms will be issued; 75% interest and penalties for which IRS 1099 Forms will be issued. Nothing in this Notice is advice about taxes or taxability. Each Participating Class Member may want to consult a tax advisor about the consequence of the Settlement payments.

If the Court approves the Settlement, and you have not requested to be excluded or received a direct settlement payment, a check for your Settlement Share will be automatically mailed to you at the same address this Class Notice was mailed. You do not have to do anything to receive a payment, except make sure the Administrator has your current address. If the Court approves the Settlement, all PAGA Employees will receive their share of the civil penalties under the settlement.

This Settlement is not final until it is approved by the Court.

4. What Do I Release Under the Settlement?

Released Claims. As of the date Defendant funds the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Plaintiff and Participating *Pick Up Stix* Unsettled Class Members on behalf of themselves, their heirs, successors, and assigns of all the claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred from March 6, 2016 to June 2, 2021; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period. (“Released Class Claims”).

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit filed against Defendant or any Released Party based on the claims covered by this Settlement. It also means all of the Court’s orders in this case are legally binding on you.

PAGA Released Claims. As of the date Defendant funds the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Plaintiff and PAGA Employees on behalf of themselves, their heirs, successors, and assigns of all the PAGA claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred from March 6, 2019 to June 2, 2021; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

5. How much will my Settlement Share payment be?

[Defendant's records show you received a \$1,000 payment from Defendant as part of the direct settlement program.] **OR** [Defendant's records show you worked <<____>> weeks during the Class Period (March 6, 2016 and June 2, 2021).] Defendant's records show you worked <<____>> weeks during the PAGA Period (March 6, 2019 and June 2, 2021).

Based on this information, you are estimated to receive a payment of <<____>>. [less withholdings.]

If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator at the address in Paragraph 7 no later than _____, 2021 [sixty (60) days after the mailing of the Class Notice]. Your written dispute should be signed by you, and include the case name, and case number, *Savidis v. Lumber Liquidators, Inc.* Case no. RG20057480.

6. How can I get a Settlement Share payment?

To get your payment, you do not have to do anything. A check will be mailed automatically to the same address as this Class Notice. If your address is not correct or has changed since you received this notice, you must notify the Settlement Administrator.

The Court will hold a Final Approval Hearing on _____, 2021 at _____m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed to Participating Class Members approximately six weeks after the Court enters its order finally approving the Settlement. If there are objections or appeals, resolving them will take time, usually more than a year before Settlement Share payments can be distributed. Please be patient.

7. What if I do not want to participate in the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement ("to opt out"). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement. If you are a PAGA Employee, you will still receive a portion of the civil penalties and be bound by the PAGA Released Claims.

To opt out, you must return a written, signed and dated request, postmarked no later than _____, 2021 [sixty (60) days after the date of the Notice] to the Settlement Administrator:

ADDRESS

The opt-out request must state in substance: "I want to be excluded from the Class in the case called *Savidis v. Lumber Liquidators, Inc.* Case no. RG20057480. I understand by asking to be excluded, I will not receive a Settlement Share payment from the Settlement." The request must state your full name, address, telephone number, last four digits of your social security number for

verification purposes, the approximate dates you worked for Defendant in California, and it must be signed by you.

Opt out requests postmarked after _____, 2021 or that are incomplete or unsigned will be rejected, and you will remain bound by the Settlement, the Released Class Claims, and you will receive your Settlement Share payments.

8. How do I tell the Court that I do not agree with the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in writing or in person. All written objections must state your name, current address, telephone number, approximate dates of employment in California by Defendant, the reason(s) for the objection, and the name and number of the case, *Savidis v. Lumber Liquidators, Inc.* Case no. RG20057480. Please also state whether you intend to appear at the final approval hearing.

All written objections must be returned to the Settlement Administrator at the address in Paragraph 7, no later than _____, 2021, [sixty (60) days after the date of the Notice]. You may also appear at the Final Approval Hearing on _____, 2021 at ____m. and tell the Court your objection, even if you have not submitted a written objection.

If the Court approves the Settlement you will be bound by the Settlement, even if you objected, in the same way as Class Members who do not object.

9. Who are the Attorneys for Plaintiff and the Class?

The address for Plaintiff's and the Class' counsel is:

Lebe Law, APLC

JONATHAN M. LEBE

Jon@lebelaw.com

ZACHARY GERSHMAN

Zachary@lebelaw.com

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 358-7046 / Facsimile: (310) 820-1258

Aegis Law Firm, PC

SAMUEL A. WONG

KASHIF HAQUE

JESSICA L. CAMPBELL

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250 / Facsimile: (949)

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

The Court will hold a Final Approval Hearing at _____ on _____, 2021, in Department 19 of the Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, California 94612, before the Hon. Judge Stephen Kaus. The Court will consider whether the Settlement is fair, reasonable, and adequate. If objections to the Settlement are made, the Court will consider them at the time of this hearing. This hearing may be rescheduled by the Court without further notice. If you submit a written objection, however, you will be provided notice of the rescheduled date. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend.

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

You may call the Settlement Administrator at 800-_____ or write to *Savidis v. Lumber Liquidators, Inc.* Settlement Administrator, c/o PHOENIX ADDRESS; or contact Class Counsel (address in Paragraph 9) for more information.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by looking at the Court's file via the Register of Actions for the California Superior Court for the County of Alameda (Case no. RG20057480). Other than as indicated in Paragraph 8, do not contact the court regarding this Notice.

PLEASE DO NOT CALL DEFENDANT'S SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

IMPORTANT:

- To receive your Settlement Share payment, you must not return an opt out request, and your current mailing address must be on file with the Administrator
- Settlement checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed funds to Legal Aid at Work. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

42037208.1

47582550.1

EXHIBIT C

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

TANYA SAVIDIS, individually and on behalf
of all others similarly situated

Plaintiff,

vs.

LUMBER LIQUIDATOR’S, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. RG20057480

*Assigned for All Purposes to:
Judge Stephen Kaus
Dept. 19*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: _____, 2021
Time: _____
Dept: _____

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiff Tanya Savidis (“Plaintiff”), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Class/PAGA Action
6 Settlement Agreement (the “Settlement” or “Agreement”) entered into by Plaintiff and Defendant
7 Lumber Liquidators, Inc. (“Defendant”) which sets forth the terms and conditions for a proposed
8 settlement upon the terms and conditions set forth therein (Plaintiff and Defendant shall be
9 collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit 1 to the Declaration of Jessica L. Campbell in Support of Plaintiff’s Motion for Preliminary
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
5 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
6 qualified to serve as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court
8 hereby conditionally certifies the class for settlement purposes only. The Class is defined as all
9 current and former non-exempt employees who are or were employed by Defendant in California
10 at any time from March 6, 2016, through June 2, 2021.

11 5. Plaintiff Tanya Savidis is hereby preliminarily appointed and designated, for
12 all purposes, as the Class Representative and the following attorneys are hereby preliminarily
13 appointed and designated as counsel for the Class ("Class Counsel"): Aegis Law Firm, PC and
14 Lebe Law, APLC. Class Counsel is authorized to act on behalf of the Class Members with respect
15 to all acts or consents required by, or which may be given pursuant to, the Settlement, and such
16 other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an
17 appearance either personally or through counsel of such individual's own choosing and at such
18 individual's own expense. Any Class Member who does not enter an appearance or appear on his
19 or her own will be represented by Class Counsel.

20 6. Should, for whatever reason, the Settlement not become final, the fact that the
21 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
22 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
23 a non-settlement context.

24 7. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
26 subject to modification at final approval.

27 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of
28 \$274,853.00, Class Counsel litigation expenses not to exceed \$16,000.00, a Service Payment up to

1 \$7,500.00 to Plaintiff, payment to the LWDA in the amount of \$15,000.00, and costs of
2 administration not to exceed \$8,750.00, subject to final approval.

3 9. The Court hereby approves, as to form and content, the Class Notice, to be
4 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
5 the manner and form set forth in the Settlement and this Order, meets the requirements of due
6 process, is the best notice practicable under the circumstances, and shall constitute due and
7 sufficient notice to all persons entitled thereto.

8 10. The Court hereby appoints Phoenix Settlement Administrators as Settlement
9 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
10 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class
11 Members who wish to participate in the settlement provided for by the Settlement Agreement do
12 not need to respond to the Class Notice.

13 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
14 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
15 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
16 to \$8,750.00 as provided in the Settlement.

17 12. Any Class Member may choose to opt-out of and be excluded from the Class as
18 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
19 Class will not be entitled to any recovery under the Settlement and will not be bound by the
20 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
21 requested exclusion/opted-out shall be Participating Class Members and bound by all
22 determinations of the Court, the Settlement, and the Final Judgment.

23 13. A Final Fairness and Approval Hearing shall be held before this Court on
24 _____, 2021 at _____ in Department 19 of the Superior Court for the
25 State of California, County of Alameda, located at 1221 Oak Street, Oakland, California 94612.
26 All papers in support of final approval and related awards for fees, costs, and Plaintiff's Service
27 Payment must be filed and served at least 16 court days before the final approval hearing.
28

1 14. Any Participating Class Member must object to the Settlement by following the
2 instructions for submitting written objections that are set forth in the Settlement Agreement and
3 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
4 final authority with respect to the consideration and admissibility of any objections. Any
5 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

6 15. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
7 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
8 are hereby stayed.

9 16. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
10 of the Class Members for all matters relating to this Action, and this Settlement, including
11 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
12 enforcement of this Settlement and this Order.

13 17. The Court reserves the right to adjourn or continue the date of any hearing and all
14 dates provided for in the Settlement without further notice to Class Members, and retains
15 jurisdiction to consider all further applications arising out of or connected with the proposed
16 Settlement.

17
18 DATED: _____

Honorable Stephen Kaus
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

[FINAL APPROVAL ORDER AND JUDGMENT]

47619565.1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

TANYA SAVIDIS, individually and on
behalf of all others similarly situated

Plaintiff,

vs.

LUMBER LIQUIDATOR’S, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. RG20057480

Assigned for All Purposes to:
Judge Stephen Kaus
Dept. 19

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
JUDGMENT**

Date:
Time:
Dept:

1 This matter came on for hearing on _____, at _____ a.m., in Department 19 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, and the Joint Stipulation of Settlement
4 (the "Settlement" or "Settlement Agreement"), a copy of which was filed on _____, 2021,
5 attached to the Declaration of Jessica L. Campbell In Support of Motion for Preliminary
6 Approval of Class Action Settlement as Exhibit A.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court, the Court grants final approval
9 of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
10 DETERMINATIONS:

11 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
12 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
13 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
14 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
15 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
16 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
17 were provided by each of these procedures. No member of the Class filed written objection to
18 the proposed Settlement as part of this notice process or stated an intention to appear at the final
19 approval hearing.

20 2. The Court finds and determines that this notice procedure afforded adequate
21 protections to Settlement Class Members and provides the basis for the Court to make an informed
22 decision regarding approval of the Settlement based on the responses of the Settlement Class.
23 The Court finds and determines that the notice provided in this case was the best notice
24 practicable, which satisfied the requirements of law and due process.

25 3. With respect to the Settlement Class and for purposes of approving this Settlement
26 only, this Court finds and concludes that: (a) the members of the Settlement Class are
27 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
28 of law or fact common to the Settlement Class, and there is a well-defined community of interest

1 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
2 claims of Class Representative Tanya Savidis are typical of the claims of the members of the
3 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
4 the members of the Settlement Class; (e) a class action is superior to other available methods for
5 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
7 individual and representative capacities for the Class.

8 4. The Court has certified a Settlement Class, as that term is defined in and by the
9 terms of the Settlement Agreement as all current and former non-exempt employees who are or
10 were employed by Defendant in California at any time from March 6, 2016, through June 2, 2021,
11 and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

12 5. The Court hereby confirms Aegis Law Firm, PC and Lebe Law, APLC as Class
13 Counsel.

14 6. The Court hereby confirms Plaintiff Tanya Savidis as the Class Representative in
15 this Action.

16 7. The Court finds and determines that the terms set forth in the Settlement
17 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
18 according to its terms, having found that the Settlement was reached as a result of informed and
19 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
20 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
21 were able to reasonably evaluate their respective positions. The Court also finds that the
22 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
23 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
24 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
25 value accorded to the Class.

26 8. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
28

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court finds and determines that the Individual Settlement Payments to be paid
4 to participating Settlement Class Members as provided for by the Settlement are fair and
5 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
6 be made to the participating Settlement Class Members in accordance with the Settlement
7 Agreement.

8 10. The Court finds and determines that payment to the California Labor and
9 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
10 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
11 that the payment of that amount be paid in accordance with the Settlement Agreement.

12 11. The Court finds and determines that the fees and expenses in administrating the
13 Settlement incurred by Phoenix Settlement Administrators, in the amount of \$8,750.00, are fair
14 and reasonable. The Court hereby gives final approval to and orders that the payment of that
15 amount in accordance with the Settlement.

16 12. The Court finds and determines the Class Representative Enhancement Payment
17 of up to \$7,500 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator
18 to make this payment to the Plaintiff/Class Representative in accordance with the terms of the
19 Settlement Agreement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
22 in the sum of \$274,853.00 and litigation costs of \$16,000.00. The Court finds such amounts to
23 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
24 payments in accordance with the terms of the Settlement Agreement.

25 14. Without affecting the finality of this order or the entry of judgment in any way,
26 the Court retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation, and enforcement of this order and the Settlement.
28

1 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
2 under the Settlement or under this order, including the requirement that Defendant makes payment
3 to the participating Settlement Class Members in accordance with the Settlement.

4 16. Upon completion of administration of the Settlement, the Settlement
5 Administrator will provide written certification of such completion to the Court and counsel for
6 the Parties which shall be filed with the Court five (5) court days before the non-appearance
7 compliance hearing set for _____, 2022 at _____a.m. in Dept. 19 of the above-
8 captioned Court.

9 17. The Court hereby enters final judgment in accordance with the terms of the
10 Settlement Agreement.

11 18. The Parties will bear their own costs and attorneys' fees except as otherwise
12 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
13 costs.

14
15 DATED: _____

Honorable Stephen Kaus
JUDGE OF THE SUPERIOR COURT