

COLLIN D. COOK (SBN 251606)
Email: ccook@fisherphillips.com
PHILIP J. SMITH (SBN 232462)
Email: psmith@fisherphillips.com
FISHER & PHILLIPS LLP
One Embarcadero Center, Suite 2050
San Francisco, California 94111-3712
Telephone: (415) 490-9000
Facsimile: (415) 490-9001

Attorneys for Defendant
PEACH LABS, INC.

KASHIF HAQUE (SBN 218672)
SAMUEL A. WONG (SBN 217104)
JESSICA L. CAMPBELL (SBN 280626)
CAROLYN M. BELL (SBN 313435)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618-2902
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: JCampbell@aegislawfirm.com
CBell@aegislawfirm.com

Attorneys for Plaintiff
MATTHEW FARRER individually, and on behalf
of all other similarly situated

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

MATTHEW FARRER,
Plaintiff,

v.

PEACH LABS, INC.; and DOES 1-10
inclusive,
Defendants.

CASE NO.: RG20057336
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable C. Don Clay, Dept. 6*

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

Complaint Filed: March 5, 2020
First Amended Complaint: July 8, 2020
Trial Date: None Set

1 **IT IS HEREBY STIPULATED** by and between the Parties of Plaintiff MATTHEW
2 FARRER, individually and on behalf of all others similarly situated, and Defendant PEACH
3 LABS, INC. (collectively referred to as the “Parties”),

4 This Stipulation of Class Action Settlement and Release is entered into by Plaintiff
5 MATTHEW FARRER (“Farrer”) (hereinafter “Plaintiff”) on the one hand, and Defendant
6 PEACH LABS, INC. (“Defendant”) on the other.

7 WHEREAS, Plaintiff is a former delivery driver for Defendant;

8 WHEREAS, on or about March 5, 2020, Plaintiff submitted his notice to the California
9 Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a) (hereinafter
10 the “PAGA Notice”);

11 WHEREAS, on or about March 5, 2020, Plaintiff filed a Complaint in the California
12 Superior Court, in and for the County of Alameda, initiating the civil action entitled *Matthew*
13 *Farrer, individually and on behalf of all others similarly situated v. Peach Labs, Inc. and DOES*
14 *1-10 inclusive*, Case No. RG20057336 (“Plaintiff’s Complaint”);

15 WHEREAS, on or about July 8, 2020, Plaintiff filed a First Amended Complaint in the
16 California Superior Court, in and for the County of Alameda, entitled *Matthew Farrer,*
17 *individually and on behalf of all others similarly situated v. Peach Labs, Inc. and DOES 1-10,*
18 Case No. RG20057336 (“Plaintiff’s FAC”), which alleged an additional claim for unlawful
19 retention of gratuities, as well as a an additional claim under the California Labor Code Private
20 Attorneys General Act of 2004 (hereinafter the “PAGA Claim”);

21 WHEREAS, the PAGA Notice, the PAGA Claim, Plaintiff’s Complaint, and Plaintiff’s
22 FAC shall be hereinafter collectively referenced as the “Complaints” and shall collectively be
23 incorporated herein by reference as though fully set forth;

24 WHEREAS, Plaintiff and Defendant shall be hereinafter collectively referred to as the
25 “Parties”;

26 WHEREAS, the civil action initiated by Plaintiff’s Complaint, which was amended to
27 include the PAGA Claim, entitled *Matthew Farrer, individually and on behalf of all others*
28

1 *similarly situated v. Peach Labs, Inc. and DOES 1-10*, Case No. RG20057336, shall be
2 hereinafter collectively referred to as the “Action”;

3 WHEREAS, on December 10, 2020, the Parties commenced a full-day mediation with
4 mediator Marc Feder, subsequently reached a settlement of all claims in the Action, and executed
5 the Memorandum of Understanding accordingly. Attached as Exhibit “A” is the fully-executed
6 Memorandum of Understanding, the terms and conditions of which are incorporated herein;

7 WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to
8 completely settle all claims that were or could have been brought in the Complaints and in the
9 Action;

10 NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all
11 such claims as follows:

12 **I. DEFINITIONS**

13 The terms defined above shall have the meanings therein given, for all purposed in this
14 Joint Stipulation of Class and PAGA settlement, including in any exhibits hereto. And, the
15 following defined terms used in this Joint Statement of Class and PAGA Settlement and any
16 exhibits hereto will have the meanings given them below.

17 1. Agreement. “Agreement”, “Settlement”, “Settlement Agreement” and “Joint
18 Stipulation” mean this Joint Stipulation of Class and PAGA Settlement.

19 2. Class. “Class”, “Class Members”, “Settlement Class”, or “Settlement Class
20 Members” shall mean all individuals who performed work for Defendant or any Released Parties,
21 in a Class Position, at any time during the Class Period.

22 3. Class Administrator. “Class Administrator” means Simpluris, Inc., a third-party
23 professional class action claims administrator, jointly selected by the Parties and/or appointed by
24 the Court to perform the Class Administration Duties.

25 4. Class Administrator Declaration. “Class Administrator Declaration” shall mean a
26 declaration attesting, in detail, to the steps taken through the date of such declaration in
27 performing the Class Administration Duties, that the procedures contemplated in Sections II.5
28

1 through II.7 below are complete, and that the Class Administrator has all information needed to
2 perform any remaining Class Administration Duties, including calculation of the amounts of the
3 respective Eligible Class Member Shares.

4 5. Class Administration Costs. “Class Administration Costs” shall mean the fees and
5 expenses reasonably and necessarily incurred by the Class Administrator as a result of
6 performing the Class Administration Duties. Class Administration Costs shall be paid from the
7 Gross Settlement Amount. Based on an estimate provided by the Class Administrator based on
8 presently and reasonably available information, the Parties stipulate that Class Administration
9 Costs shall be up to \$6,350.00. Should any actual Class Administration Costs turn out to be less
10 than the projected amount, the Parties agree that the savings will be allocated to the Net
11 Settlement Amount, to be distributed to Eligible Class Members in proportion to their respective
12 numbers of Eligible Class Member Workweeks. Class counsel will obtain a capped bid from the
13 Class Administrator and provide the same to Defendant’s counsel prior to the Parties’ execution
14 of this Agreement.

15 6. Class Administration Duties. “Class Administration Duties” shall mean the duties
16 of the Class Administrator as set forth in this Agreement and as may be ordered by the Court.

17 7. Class Certification. “Class Certification” shall mean certification of the Class
18 pursuant to Cal. Code. Civ. Proc. § 382 and other applicable law, for purposes of this Settlement
19 only, without prejudice to Defendant’s ability to oppose or otherwise challenge such certification,
20 except that Defendant shall not so oppose or otherwise challenge such certification for purposes
21 of performing Defendant’s duties under this Settlement, which include to make all reasonable
22 efforts to give such Settlement full force and effect.

23 8. Class Counsel. “Class Counsel” refers collectively to: Kashif Haque (State Bar
24 No. 218672), Samuel A. Wong (State Bar No. 217104), Jessica L. Campbell (State Bar No.
25 280626) and Carolyn Bell (State Bar No. 313435) of AEGIS LAW FIRM, PC, 9811 Irvine Center
26 Drive, Suite 100, Irvine, California 92618-2902.

27 9. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean an
28

1 amount of one-third of the Gross Settlement Amount in Class Counsel's Fees subject to Court
2 approval, in addition to actual costs and expenses incurred by Class Counsel related to the Action
3 as supported by declaration. Class Counsel Fees and Costs shall be paid to Class Counsel from
4 the Qualified Settlement Fund by the Class Administrator. Such payment of Class Counsel Fees
5 and Costs shall be deemed to be full satisfaction of any obligations by Defendant to pay any
6 attorney fees, attorney costs and/or other fees or costs to Plaintiff, Class Members, and/or Class
7 Counsel in relation to the Action. Any future adjustments to the amount of the Class Counsel
8 Fees and Costs, including by the Court, shall not constitute a basis for this Settlement being void
9 or Void *Ab Initio*, unless such adjustment shall have the effect of increasing the Gross Settlement
10 Amount, whereupon this Settlement will be voidable by Defendant as provided in this
11 Agreement.

12 10. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to
13 Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in Exhibit "B"
14 hereto, and distributed by the Class Administrator in accordance with Section II.6 below.

15 11. Class Member Objection. "Class Member Objection" shall mean a Class
16 Member's objection made pursuant to the provisions of Section II.7 below.

17 12. Class Member Objector. "Class Member Objector" shall mean a Class Member
18 who submits a Class Member Objection. A Class Member Objector shall not be considered an
19 Opt-Out unless he or she submits a valid Opt-Out Request.

20 13. Class Member Work Week. "Class Member Work Week" shall mean a Work
21 Week in which a Class Member performed work for Defendant in California in a Class Position
22 during the Class Period. The Class Administrator shall thus calculate the total number of Class
23 Member Work Weeks accordingly. This settlement is based on an estimated total of 4,127 Class
24 Member Work Weeks from the beginning of the Class Period through the date of mediation with
25 mediator Marc Feder on December 10, 2020, which amount Defendant has confirmed based on
26 their records.

27 14. Class Period. "Class Period" and "PAGA Period" shall refer to the time period
28

1 from March 5, 2019 through January 11, 2021.

2 15. Class Position. "Class Position" shall mean all individuals who performed work
3 as a delivery driver or courier for Defendant, in the State of California, during the Class Period.

4 16. Court. "Court" refers to the above-referenced Court, or any such further courts,
5 arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

6 17. Date of Preliminary Approval. The "Date of Preliminary Approval" means the
7 day on which the Court signs and enters its order granting Preliminary Approval.

8 18. Defendant's Counsel. "Defendant's Counsel," "Defense Counsel" or "Counsel for
9 Defendant" shall mean Fisher & Phillips LLP, One Embarcadero Center, Suite 2050, California
10 94111, and the attorneys in such firm including Collin D. Cook (State Bar No. 251606) and Philip
11 J. Smith (State Bar No. 232462).

12 19. Effective Date. "Effective Date" shall mean the date on which all of the following
13 have occurred:

14 (a) Full execution of this Agreement by all parties, and expiration of any
15 applicable revocable periods related to such signature;

16 (b) All provisions of Rule 3.769 of the California Rules of Court have been
17 complied with;

18 (c) Entry by the Court of Preliminary Approval;

19 (d) Receipt by Defendant of written notice of such entry of Preliminary
20 Approval pursuant to the California Code of Civil Procedure and the California Rules of Court,
21 or Defendant's express waiver of such notice;

22 (e) Completion of all those Class Administration Procedures which this
23 Settlement dictates will take place in advance of the Final Approval Hearing;

24 (f) The Court setting and conducting a Final Approval Hearing pursuant to
25 Rule 3.769(g) of the California Rules of Court;

26 (g) Entry by the Court of an order of Final Approval of the Settlement and a
27 Judgement;
28

1 (h) Receipt by Defendant of written notice of such entry of Final Approval
2 and Judgement, or Defendant's express waiver of such notice; and

3 (i) Final Approval has become Final. For purposes of this provision, "Final"
4 means:

5 (1) if no Class Member Objections are made and/or are made and
6 withdrawn, the date the Court enters its order granting Final Approval of the settlement and
7 Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

8 (2) if any Class Member Objections are made and not withdrawn, and
9 if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of
10 Judgment;

11 (3) if rehearing, reconsideration, and/or appellate review of the
12 Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate
13 review have been exhausted and no further rehearing, reconsideration, or appellate review is
14 permitted, and the time for seeking such review has expired, and the Judgment has not been
15 modified, amended, or reversed in any way; or

16 (4) if a Class Member Objector appeals from any ruling by the Court
17 overruling such objection in whole or in part, the date when the Court's order of Final Approval
18 and Judgment have been affirmed on appeal; and

19 (j) The existence of sufficient number of Eligible Class Members such that
20 the number of Class Member who, as of the date of the completion of all Class Administration
21 Procedures are not Eligible Class Members, does not exceed eight percent (8%) of the total Class
22 Members. If the number of Class Members who are not Eligible Class Members exceeds such
23 percentage, then Defendant shall have the absolute right (but not the obligation) to deem this
24 Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Class
25 Administrator. If Defendant exercises this right, it must pay the entire cost of the Class
26 Administrator fees incurred to date and the cost of mailing a new notice to the Class Members,
27 informing them of this decision. If Defendant, within fifteen (15) days of the Class
28

1 Administrator's written notice to all Parties that the number of Class Members who are not
2 Eligible Class Members exceeds 8% of all Class Members, fail to advise the Class Administrator
3 and Plaintiff's Counsel in writing that they will withdraw from the Settlement, this circumstance
4 will not determine the Effective Date.

5 20. Eligible Class Member. "Eligible Class Member" means a Class Member who is
6 not an Opt-Out.

7 21. Eligible Class Member Share. "Eligible Class Member Share" shall mean the
8 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member,
9 according to the following method: first, dividing the Net Settlement Amount by the total number
10 of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by
11 multiplying the resulting Eligible Work Week Rate by the total number of Eligible Work Weeks
12 for each respective Eligible Class Member. Payment of Eligible Class Member Shares shall be
13 subject to legally required withholdings, deductions, and contributions. Any unclaimed funds
14 from the Net Settlement Amount will be sent by the Class Administrator to the State of California
15 Unclaimed Property Fund in the name of the Eligible Class Member who did not cash his or her
16 check. The unclaimed funds shall not revert back to the Defendant. As to the Plaintiff, the amount
17 of his Eligible Class Member Shares is in addition to any Court-approved Named Plaintiff
18 Enhancement. Class Members cannot Opt Out of the PAGA release.

19 22. Eligible Class Member Work Week. "Eligible Class Member Work Week" shall
20 mean a Class Member Work Week during which an Eligible Class Member worked in a Class
21 Position.

22 23. Eligible Class Member Work Week Rate. "Eligible Class Member Work Week
23 Rate" shall mean the amount calculated by the Class Administrator as due to each Eligible Class
24 Member for each Eligible Class Member Work Week.

25 24. Final Approval. "Final Approval" shall mean an order of the Court finally
26 approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting
27 Class Certification.
28

1 25. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a
2 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California
3 Rules of Court.

4 26. Gross Settlement Amount. “Gross Settlement Amount” means the maximum
5 possible amount Defendant shall pay as a consequence of this Settlement, which is Two Hundred
6 Seventy-Five Thousand United States Dollars and Zero Cents (\$275,000.00), except that this
7 amount is subject to increase due the Escalator Clause in Section 10, below, and Defendant shall
8 pay the employer-side payroll taxes separate and apart from and in addition to the Gross
9 Settlement Amount.

10 27. Judgment. “Judgment” means a Judgment of the Court in accordance with Rule
11 3.769(h) of the California Rules of Court.

12 28. LWDA. The “LWDA” shall mean the California Labor and Workforce
13 Development Agency.

14 29. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA
15 pursuant to the Joint Stipulation, which shall be Ten Thousand United States Dollars
16 (\$10,000.00). This amount shall be deemed to be seventy-five percent (75%) of an overall
17 amount of Seven Thousand Five Hundred United States Dollars (\$7,500.00) of the Gross
18 Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of such
19 allocation, Two Thousand Five Hundred United States Dollars (\$2,500.00) shall be deemed part
20 of the Net Settlement Fund and shall be accordingly distributed to the Eligible Class Members
21 as a proportionate part of their Eligible Class Member Shares, proportionate to their number of
22 Eligible Class Member Workweeks. Class Members cannot Opt Out of the PAGA release. Class
23 Members who Opt Out of the Settlement will receive a proportionate share of the LWDA Fund
24 pursuant to the distribution calculation described herein.

25 30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of
26 Two Thousand Five Hundred United States Dollars (\$2,500.00) referenced in Section I.29 above.

27 31. Named Plaintiff Enhancement. “Named Plaintiff Enhancement” shall mean the
28

1 amount approved by the Court to be paid to Plaintiff Matthew Farrer in addition to his individual
2 Eligible Class Member Shares, in consideration for his effort in coming forth as a class and
3 PAGA representative, and in consideration for his General Release, as defined herein. The Parties
4 agree that such amount shall be Fourteen Thousand United States Dollars (\$14,000.00), subject
5 to the Court's approval.

6 32. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross
7 Settlement Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c)
8 the LWDA Fund, and (d) the Named Plaintiff Enhancement.

9 33. Notice Packet: "Notice Packet" shall mean a packet mailed by the Class
10 Administrator pursuant to Section II.6 below, containing the Class Notice, and any other
11 accompanying documents required by this Settlement and/or Preliminary Approval.

12 34. Opt-Out(s). "Opt-Out(s)" refers to Class Members who have submitted an Opt-
13 Out Request.

14 35. Opt-Out Request. "Opt-Out Request" means a timely and valid written request for
15 exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.7
16 below.

17 36. PAGA. "PAGA" means the California Labor Code Private Attorneys General Act
18 of 2004, Cal. Lab. Code §§ 2698, *et seq.*

19 37. Party. "Party" shall mean, individually, one of the Parties, and each of them.

20 38. Preliminary Approval. "Preliminary Approval" shall mean an order of the Court
21 preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court,
22 granting conditional Class Certification for purposes of the Class Administration Procedures,
23 certifying Class Counsel, approving the form of Class Notice, establishing Class Administration
24 Procedures, and scheduling a Final Approval Hearing.

25 39. QSF / Qualified Settlement Fund. "QSF" or "Qualified Settlement Fund" shall
26 mean the Qualified Settlement Fund established by the Class Administrator for the payment of
27 the Settlement Payment Amount.
28

1 40. Released Claims. The term “Released Claims”, as applied to releases by Eligible
2 Class Members, shall mean “any and all facts and claims asserted in the Action or any other
3 claims, demands, obligations, actions, causes of action, liabilities, debts, promises,
4 agreements, attorneys’ fees, losses or expense, known or unknown, suspected or
5 unsuspected, filed or unfiled, that they may have or had arising out of the facts alleged in
6 the Complaints during the Class Period, including but not limited to any claims that could
7 have been asserted in the Action based on the facts alleged in the Complaints, including but
8 not limited to any and all claims alleged in the Action for PAGA penalties, for violations of
9 California’s Business & Professions Code, for violations of the California Labor Code
10 governing: independent contractor misclassification, meal and rest breaks; unpaid wages,
11 including minimum wages, wages to piece-rate workers for time spent in rest breaks, regular
12 wages, overtime and double time wages; wage statement violations and separation pay
13 violations, reimbursement of expenses, retention of gratuities. This release also
14 encompasses statutory and PAGA claims for alleged violations of Labor Code §§ 201, 202,
15 203, 204, 210, 226, 226.2, 226.3, 226.7, 226.8, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
16 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, as well as IWC Wage Order 4-2001,
17 Sections 3, 4, 7, 9, 11, 12 and 20, and IWC Wage Order 9-2001, Sections 3, 4, 7, 9, 11, 12 and
18 20.

19 The term “Released Claims” or “General Release,” as applied to the Named Plaintiff,
20 shall refer to the Named Plaintiff’s additional general release of all claims, known or unknown
21 as follows: Named Plaintiff releases Defendant, the Released Parties, and each of their respective
22 past and present subsidiaries, affiliates, parents, predecessors or successors in interest, officers,
23 directors, owners, managers, shareholders, principals, heirs, representatives, employees,
24 workers, attorneys, accountants, auditors, consultants, agents, assigns, insurers, and re-insurers
25 of any of them, from all claims, demands, rights, liabilities and causes of action of every nature
26 and description whatsoever, known or unknown, asserted or that might have been asserted,
27 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising
28

1 out of, relating to, or in connection with any act or omission by or on the part of Defendant or
2 any of the Released Parties.

3 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
4 Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to
5 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
6 California Civil Code, or any other similar provision under federal or state law, which provides:

7 **Section 1542. [Certain Claims Not Affected By General**
8 **Release.] A general release does not extend to claims that the**
9 **creditor or releasing party does not know or suspect to exist in**
10 **his or her favor at the time of executing the release and that, if**
11 **known by him or her would have materially affected his or her**
12 **settlement with the debtor or released party.**

13 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to
14 be other than or different from the facts now believed to be true, the release of claims contained
15 herein shall be effective as to all unknown claims. Notwithstanding the foregoing provisions,
16 the General Release by Named Plaintiff does not constitute a waiver of any claims that cannot
17 by law be waived, including claims for workers' compensation, disability insurance, or
18 unemployment insurance.

19 41. Released Parties. The term "Released Parties", shall mean Defendant Peach Labs,
20 Inc., its past and present parents, subsidiaries, affiliates, insurers, re-insurers, related entities and
21 divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current
22 and former agents, heirs, executors, administrators, principals, officers, directors, owners,
23 shareholders, employees, founders, members, workers, assigns, representatives, insurers,
24 attorneys, accountants, auditors, consultants, and all others claiming through and by any of them.

25 42. Settlement Payment Amount. "Settlement Payment Amount" means the Gross
26 Settlement Amount, consisting of several elements including, without limitation: Eligible Class
27 Member Shares, Class Administration Costs, the Named Plaintiff Enhancements, the LWDA
28 Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members'
portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to
government agencies and/or tax authorities in relation to any payments pursuant to this

1 Agreement. Defendant shall pay the employer-side payroll taxes separate and apart from and in
2 addition to the Settlement Payment Amount.

3 43. Void Ab Initio. “Void *Ab Initio*” shall mean a circumstance in which this
4 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement
5 had never been entered into. Such circumstance will be deemed to exist only if any of the
6 following having occurred: (a) the Court has so ordered; (b) any of the Parties has materially
7 breached this Agreement and either such breach cannot be cured, or after reasonable notice to
8 the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the
9 non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties
10 have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such
11 un-cured or un-curable breach is non-material; (c) conditions have become such (including, for
12 example, that the Court has refused to approve the Settlement) that the Effective Date has not
13 occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this
14 Agreement.

15 44. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar
16 days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period,
17 are also within the Class Period.

18 **II. TERMS AND CONDITIONS OF SETTLEMENT**

19 In addition to the definitional elements set forth above, the terms and conditions of the
20 class settlement shall be as follows:

21 1. Certification for Settlement Purposes Only. The Parties stipulate that Class
22 Certification should be granted as to the Class for purposes of this Settlement only.

23 2. Contentions and Defenses: Compromise. The Parties have determined that this
24 Settlement represents a fair and reasonable compromise of disputed claims for alleged
25 misclassification and attendant claims for alleged wages and other monetary and non-monetary
26 relief, following a reasonably thorough investigation. The Parties have entered into this
27 Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiff does not
28

1 stipulate that this Settlement represents the maximum extent of such relief to which he or the
2 Class would be entitled if the Action were to be further litigated. Defendant does not stipulate
3 that, should the Action be further litigated, Named Plaintiff and/or the Class would be entitled to
4 any relief whatsoever. Neither Named Plaintiff nor Defendant admit to any unlawful conduct or
5 wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek all
6 available forms of relief should this Settlement not be given effect.

7 3. Confidentiality and Class Member Communications. Until Class Counsel files a
8 Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement
9 strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with
10 Class Members other than the Named Plaintiff only if such additional Class Members initiate
11 contact with Class Counsel in such regard. No Party or their counsel may otherwise make any
12 public statement or comment or make any disclosures of any kind about this Settlement to
13 anyone, including without limitation, the public, or press, or on any public or semi-public forum
14 on the internet (such as social media) without the express written permission of each of the other
15 Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as
16 well, with the following exceptions: (a) the Class Administrator may take steps reasonably
17 necessary to perform Class Administration Duties; (b) Class Counsel and Named Plaintiff may
18 take reasonably necessary steps to perform their duties as such; and (c) Class Counsel may list
19 or disclose this Action and Settlement as among their handled cases in court filings or motions
20 only, but may not disclose the terms of the Settlement on any firm publication or other public
21 media. In the interest of permitting the Class Notice and administration process to function on its
22 own, Named Plaintiff himself agrees not to discuss this Settlement with any Class Members or
23 any other individuals except for their attorneys, financial representatives, accountants and/or
24 spouse. Defendant agrees not to discourage Class Members from, and agrees not to encourage
25 them to, exercise any of their rights or obligations pursuant to this Agreement. Defendant will
26 instruct its officers, directors, managers and supervisors that, should they be contacted by Class
27 Members or persons who believe they may be Class Members in relation to this Agreement, such
28

1 officers, directors, managers and supervisors should make no comment except by directing the
2 individuals to Defendant's administrators, who will be instructed to direct such Class Members
3 to the Class Administrator and to provide such Class Members with contact information for the
4 Class Administrator. Following the Effective Date, Class Counsel may refer generally—without
5 any express or implied reference to Defendant or Defendant's specific business operations—to a
6 settlement of claims asserted by food delivery workers on their website or in declarations to the
7 Court.

8 4. Preliminary Approval. As soon as possible following execution of this
9 Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will
10 submit therewith a proposed order and any necessary declarations in support of Preliminary
11 Approval. The Parties shall give all reasonable cooperation necessary to obtain Preliminary
12 Approval from the Court.

13 5. Class Administration Procedures – Class List. Within twenty-one (21) days of
14 Defendant's receipt of notice of entry of Preliminary Approval, Defendant shall cause to be
15 delivered by email or otherwise to the Class Administrator a list of the Class Members that
16 includes their names, last known home address(es), phone numbers, social security numbers or
17 Tax Identification numbers if known, dates of work performed, in a Class Position during the
18 Class Period, all of which information shall be based upon Defendant's reasonably available
19 business records and/or the best reasonably available personal knowledge of Defendant's
20 workers and agents.

21 6. Class Administration Procedures – Notice to Class. Within ten (10) days after
22 delivery of the information described in Section II.5 above, the Class Administrator will mail a
23 Notice Packet to each Class Member via United States Mail, first class, postage pre-paid. Prior
24 to such mailing, the Class Administrator will search for updated addresses using an NCOA search
25 or other reasonable search and calculate the estimated Eligible Class Member Shares of each
26 respective Class Member, based upon an assumption that all Class Members will become Eligible
27 Class Members, that no Class Member Objections, Opt-Out Requests, or other disputes pursuant
28

1 to Section II.7 below will be submitted, and that no Class Members will be added to the Class.
2 The approximate amounts of such estimated Eligible Class Member Shares will be disclosed on
3 an individual basis in each Class Member's respective Class Notice, along with the basis of the
4 calculation of such shares in relation to the number of Class Member Work Weeks for each such
5 Class Member.

6 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator
7 shall promptly perform one "skip trace" or similar search and shall promptly re-mail the same
8 Notice Packet (or a true and correct copy thereof) to any new addresses disclosed by such search.
9 If the process set forth in this paragraph and any other procedures ordered by the Court are
10 followed, the Class Notice will be deemed to have been adequately provided to all Class
11 Members. In the event the procedures in the Agreement are followed and a Class Member,
12 nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class
13 Member, and will be deemed an Eligible Class Member, unless such intended recipient submits
14 a Class Member Objection or Opt-Out Request.

15 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,
16 and Disputes Concerning Class Member Status and Number of Class Member
17 Work Weeks

18 (a) *Class Member Objections – Filing and Service:* Any member of the
19 Settlement Class who wishes to make a Class Member Objection must mail written notice to the
20 Class Administrator, with such notice being received by the Class Administrator within forty-
21 five (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall
22 contain the relevant Class Member's name, address, telephone number, and signature, as well as
23 a statement to the effect that the Class Member objects to the settlement, the basis and/or reason
24 for such objection.

25 (b) *Class Member Objections – Responses:* Upon receipt of any documents
26 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such
27 documents to Class Counsel and Defendant's Counsel by e-mail and United States Mail.
28

1 Following receipt of such documents, Class Counsel and Defendant's Counsel shall confer
2 regarding such documents purporting to be Class Member Objections. Class Counsel shall file
3 with the Court, in a separate document along with their motion for Final Approval, a joint
4 statement, not to exceed ten (10) pages, containing the Parties' points and authorities in response
5 to such documents purporting to be Class Member Objections, along with copies of such Class
6 Member Objections. If the Parties' responses differ in any respect, the jointly-held positions
7 shall be set forth in a separately entitled section, and the differently-held positions shall be set
8 forth in further separately-entitled sections of the joint response. The Parties may attach evidence
9 to the joint response, which shall not count toward the page limit. If the volume of documents
10 purporting to be Class Member Objections is sufficiently large such that ten (10) pages is
11 insufficient for the joint response, the Parties (or any of them) may apply to the Court for an
12 increase in the number of such pages. Should the Parties receive any untimely-filed, received, or
13 sent documents purporting to be Class Member Objections (or should the Parties receive them
14 less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may
15 file a further such joint response at any time prior to the Final Approval Hearing, but in any event
16 not later than ten (10) days after receiving such untimely documents.

17 (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to
18 make an Opt-Out Request must mail written notice (to include the relevant Class Member's
19 name, address, telephone number, and signature) to such effect to the Class Administrator, with
20 such notice being received by the Class Administrator within forty-five (45) days of mailing of
21 the Notice Packets to the Class Members. Such written notice shall set forth a statement to the
22 effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds
23 pursuant to the Settlement. The Class Administrator shall give Class Counsel and Defendant's
24 Counsel no less than weekly notice of the number of Class Members who have submitted Opt-
25 Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the
26 Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests, they
27 shall notify the Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10)
28

1 days of receiving such documents, and in so doing they shall state the factual and legal basis for
2 such dispute. Prior to the deadline for submitting its declaration described in Section II.8 below,
3 the Class Administrator shall make a determination as to the validity of the disputed Opt-Out
4 Requests, and shall set forth its determinations in such declaration. The Class Administrator's
5 decisions in such regard shall be final and binding, unless otherwise ordered by the Court. Class
6 Members cannot Opt Out of the PAGA release.

7 (d) *Disputes Concerning Class Member Status:* Should any person who does
8 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class
9 Member, such person shall notify the Class Administrator, no later than forty-five (45) days after
10 the Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall
11 forthwith send any such documents to Class Counsel and Defendant's Counsel via email and/or
12 United States Mail. Upon receipt of such notice, Defendant shall investigate the matter, including
13 with reference to their business records, and shall determine whether the person is a Class
14 Member. Then, within ten (10) days of receipt of such notice, Defendant shall notify the Class
15 Administrator and Class Counsel as to its determination of the person's status as a Class Member.
16 Defendant's determination in such regard shall control, unless otherwise ordered by the Court. If
17 the person is determined to be a Class Member, the Class Administrator shall mail that person a
18 Notice Packet, whereupon the same procedures for submitting Class Member Objections, Opt-
19 Out Requests, and Disputes Concerning Work Weeks set forth in this Agreement shall apply to
20 such person.

21 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent
22 to each Class Member shall separately set forth that person's estimated number of Class Member
23 Work Weeks, which will be calculated based Defendant's records. If for any reason a Class
24 Member disagrees with such estimate, such Class Member shall mail written notice to such effect
25 to the Class Administrator, with such notice being received by the Class Administrator within
26 forty-five (45) days of mailing of the Notice Packets to the Class Members. Such notice shall set
27 forth the Class Member's basis for such disagreement, including any and all documents
28

1 supporting such basis. Upon receipt of such notices, the Class Administrator shall forthwith send
2 it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall
3 investigate the matter, including by examining its business records, and shall, within ten (10)
4 days of receiving notice, inform Class Counsel and the Class Administrator as to its
5 determination regarding the Class Member's number of Class Member Work Weeks. In the event
6 that the Class Member does not provide any supportive documentation, Defendant's
7 determination shall control. In the event that the Class Member does provide supportive
8 documentation, Defendant shall, within the same ten (10) day period, either notify the Class
9 Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding
10 his or her number of Class Member Work Weeks, or shall notify them that they dispute such
11 assertions, and shall provide the Class Administrator and Class Counsel with their proposed
12 determination, and the factual basis therefor, and any supporting documentation. The Class
13 Administrator shall then determine the Class Member's number of Class Member Workweeks,
14 and its determinations shall control, unless the Court orders otherwise.

15 (f) Named Plaintiff hereby agrees that he will not submit a Class Member
16 Objection or an Opt-Out Request. Any submissions by Named Plaintiff purporting to be a Class
17 Member Objection or an Opt-Out Request shall be null and void.

18 (g) No determinations by Defendant, the Class Administrator, the Court, or
19 any other person or entity pursuant to this Section II.7 shall have the effect of increasing the
20 amount of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any
21 Class Member as a result of the resolution of such disputes shall be made in conjunction with
22 and subject to a proportionate reduction in other Eligible Class Members' Eligible Class Member
23 Shares, with specific amounts to be determined by the Class Administrator, except to the extent
24 the Escalator Clause in paragraph 10 is triggered.

25 8. Class Administration Procedures – Class Administrator Declaration. Within ten
26 (10) days of the expiration of all the time periods provided for in Sections II.5 through II.7 above,
27 the Class Administrator shall provide Class Counsel and Defendant's Counsel with the Class
28

1 Administrator Declaration.

2 9. Motion for Final Approval. By sixteen (16) court days prior to the Final Approval
3 Hearing, Class Counsel shall file and serve upon Defendant and the Class Administrator a motion
4 for Final Approval, and shall include the Class Administrator's declaration with such filing.

5 10. Adjustments to Components of Gross Settlement Amount. This Agreement
6 contemplates that future adjustments to the amounts of components of the Gross Settlement
7 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
8 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.
9 Such future adjustments shall not constitute a basis for this Settlement being Void *Ab Initio*, but
10 rather shall be accompanied by adjustments to other components of the Gross Settlement
11 Amount, to avoid any increase in the Gross Settlement Amount, except as to the Escalator Clause
12 below and the employer-side payroll taxes.

13 Escalator Clause: Defendant has estimated that the number of Class Members is 174. If
14 the number of the Settlement Class exceeds 174 by more than 2%, the Gross Settlement Amount
15 will increase pro rata per additional Class Member. However, if this clause is triggered,
16 Defendant may choose to end the Class Period and PAGA period on the date the increase was
17 triggered.

18 11. Release. The Settlement includes a release of Released Claims against the
19 Released Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the
20 date Defendant funds the Gross Settlement Amount and employer taxes, to have provided and to
21 be subject to the release of Released Claims against the Released Parties set forth in herein.
22 Named Plaintiff additionally agrees that as of the date Defendant funds the Gross Settlement
23 Amount and employer taxes, he will be deemed to have provided and to be subject to the General
24 Release in favor of the Released Parties set forth herein. Class Members cannot Opt Out of the
25 PAGA release.

26 12. Enforcement. This Agreement is enforceable pursuant to California Rule of Court
27 3.769(h) and C.C.P. 664.6. If any Party is required to seek relief for an alleged breach of this
28

1 Agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs
2 including, if necessary, attorney's fees in connection with collection efforts or enforcement of
3 the confidentiality provisions of this Agreement; provided however, that the aggrieved Party shall
4 be required to give notice to the opposing Party and meet and confer regarding the alleged breach
5 before filing any motion, or application for enforcement of, this Agreement.

6 13. Taxation and Withholding; Settlement Checks.

7 (a) *Allocation.* The Parties agree that Fifteen Percent (15)% of the Net
8 Settlement Amount shall be allocated to alleged Form W-2 wages, and Eighty-Five Percent
9 (85)% to penalties (including the LWDA Fund Remainder), interest, and other non-wages subject
10 to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class
11 Member Shares. This characterization and allocation is for purposes of this Settlement only. The
12 Class Administrator will pay from the QSF each Eligible Class Member Share, the Eligible Class
13 Members' shares of payroll taxes, deductions, contributions, and other amounts required to be
14 paid to government agencies and/or tax authorities. The payment of such taxes, deductions,
15 contributions and other amounts shall be calculated based upon Defendant's reasonably available
16 records. Defendant shall pay the employer-side payroll taxes separate and apart from and in
17 addition to the Settlement Payment Amount. The Class Administrator shall provide reasonable
18 notice to Defendant's Counsel of any records required for purposes of computing taxes,
19 deductions, contributions and other amounts, and Defendant shall undertake reasonable efforts
20 to provide the Class Administrator with same. The Class Administrator shall provide, as
21 appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law,
22 to each Eligible Class Member payee. Any necessary employer tax contributions resulting from
23 issuance of the Settlement shall be deducted from the Net Settlement Amount.

24 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees
25 that (1) no provision of this Agreement, and no written communication or disclosure between or
26 among the Parties or their respective counsel and/or other advisers is or was intended to be, nor
27 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
28

advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendant or their Counsel will provide tax or financial advice, and Class Members are advised to seek independent professional advice as to the tax or financial consequences of any payment they receive, or may receive, as Class Members.

(c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Eligible Class Members.

(d) *Non-Negotiated Instruments of Payment.* The expiration date of any instruments of payment issued by the Class Administrator to Eligible Class Members will be one hundred eighty (180) days from the date such instruments are issued and sent. The monies of any such instruments of payment that are not negotiated by Eligible Class Members within one hundred eighty (180) calendar days of the date of mailing of the instruments of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for who the funds are designated.

14. Defendant's Payment of the Settlement Payment Amount. Upon the Effective Date, the Class Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel and

1 Class Counsel by email that such accounts have been established and of the payment details
2 necessary to fund the Qualified Settlement Fund. The Class Administrator shall also advise
3 Defendant as to any amounts Defendant will be required to pay for their respective portions of
4 any payroll taxes, deductions, contributions and other amounts required to be paid to government
5 agencies and/or tax authorities as a result of this Settlement (hereinafter, "Defendant's Payroll
6 Tax"), if any exist. Within forty-five (45) calendar days of the Defendant's receipt of such notice
7 from the Class Administrator, and provided that the Effective Date has occurred, Defendant shall
8 make such payment, not to exceed, in aggregate, the Settlement Payment Amount, which will be
9 exclusive of Defendant's Payroll Tax. Within ten (10) days after all funds necessary to fully fund
10 the Qualified Settlement Fund are in the accounts established by the Class Administrator and are
11 available for disbursement, the Class Administrator shall disburse, pursuant to this Settlement
12 and other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class
13 Member, as well as the LWDA Fund, the Named Plaintiff's Enhancements, the Class
14 Administration Costs, and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the
15 Class Administrator shall also submit to the LWDA any information or documentation required
16 for such disbursement, such as a copy of the Court's Final Approval order. The Class
17 Administrator shall promptly notify Class Counsel and Defendant's Counsel by email that such
18 disbursements and submissions have been made.

19 15. Cooperation and Reasonable Modifications. The Parties and their respective
20 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of
21 the conditions set forth in this Agreement, including without limitation, timely filing of all
22 motions, papers and evidence necessary to do so, and refraining from causing or encouraging
23 directly or indirectly the submission of any objection to this Agreement, the submission of any
24 Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings
25 seeking review of any order or judgment contemplated by the Settlement. This Agreement
26 contemplates that the Court and the Parties may make reasonable modifications to the Agreement
27 in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such
28

modifications shall not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect.

16. Warranty of Authority. The undersigned each represent and warrant that each has authority to enter into this Settlement, and that by doing so they are not in breach or violation of any agreement with any third parties. The Parties further agree that the Actions shall be stayed in all respects until the final payment called for by this Settlement is made pending the occurrence or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

17. Other Actions Enjoined. Defendant shall have the right to request, and Named Plaintiff nor his Counsel will not oppose, that the Court enter an order that pending Final Approval, Class Members who do not opt-out of the Settlement are barred from instituting or prosecuting any claims or actions against the Released Parties which fall within the definition of the Released Claims and that any pending actions against the Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any claims which fall within the definition of the Released Claims.

18. Notices to Counsel. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for, the below email addresses shall be used:

Counsel for Plaintiff:	Counsel for Defendant:
KASHIF HAQUE (SBN 218672)	COLLIN D. COOK, SBN 251606 ccook@fisherphillips.com
SAMUEL A. WONG (SBN 217104)	PHILIP J. SMITH, SBN 232462 psmith@fisherphillips.com
JESSICA L. CAMPBELL (SBN 280626) JCampbell@aegislawfirm.com	FISHER & PHILLIPS LLP One Embarcadero Center, Suite 2050 San Francisco, California 94111-3712 Telephone: (415) 490-9000 Facsimile: (415) 490-9001
CAROLYN M. BELL (SBN 313435) CBell@aegislawfirm.com	
AEGIS LAW FIRM, PC	

1 9811 Irvine Center Drive, Suite 100
2 Irvine, California 92618-2902
3 Telephone: (949) 379-6250
4 Facsimile: (949) 379-6251

5
6 19. Notice to LWDA. Class Counsel shall be responsible for giving any required
7 notice of this Settlement to the LWDA.

8 20. Entire Agreement. This Agreement embodies the entire agreement of all the
9 Parties hereto who have executed it and supersedes any and all other agreements, understandings,
10 negotiations, or discussions, either oral or in writing, express or implied, between the Parties to
11 this Agreement. The Parties to this Agreement each acknowledge that no representations,
12 inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or
13 anyone acting on their behalf, which are not embodied in this Agreement; that they have not
14 executed this Agreement in reliance on any representation, inducement, promise, agreements,
15 warranty, fact or circumstances, not expressly set forth in this Agreement; and that no
16 representation, inducement, promise, agreement or warranty not contained in this Agreement
17 including, but not limited to, any purported settlements, modifications, waivers or terminations
18 of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to
19 this Agreement. This Agreement may be amended, and any provision herein waived, but only in
20 writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

21 21. Arbitration. Nothing in this Agreement shall be construed or deemed to result in
22 a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released
23 Claims of Eligible Class Members.

24 22. Counterparts. This Agreement may be executed in counterparts by way of true
25 and correct copies (including pdf's or other electronic images) of signatures, each of which shall
26 have the same force and effect as an original, and all of which together shall constitute one and
27 the same instrument.

28 Respectfully submitted,

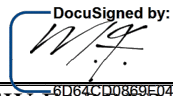
DATE: _____, 2021

DEFENDANT

By: _____
PEACH LABS, INC.

DATE: ^{8/13/2021}_____, 2021

PLAINTIFF

By: _____
MATTHEW FARRER

DATE: _____, 2021

FISHER & PHILLIPS LLP

By: _____
COLLIN D. COOK
PHILIP J. SMITH
Attorneys for Defendant
PEACH LABS, INC.

DATE: August 13, 2021

AEGIS LAW FIRM, PC

By: _____
KASHIF HAQUE
SAMUEL A. WONG
JESSICA L. CAMPBELL
CAROLYN M. BELL
Attorneys for Plaintiff
MATTHEW FARRER

DATE: 8/12/, 2021

DEFENDANT

By: Prerit Agarwal

PEACH LABS, INC.

PRERIT AGARWAL
COO

DATE: _____, 2021

PLAINTIFF

By: _____

MATTHEW FARRER

DATE: August 12, 2021

FISHER & PHILLIPS LLP

By: Philip Smith

COLLIN D. COOK

PHILIP J. SMITH

Attorneys for Defendant

PEACH LABS, INC.

DATE: _____, 2021

AEGIS LAW FIRM, PC

By: _____

KASHIF HAQUE

SAMUEL A. WONG

JESSICA L. CAMPBELL

CAROLYN M. BELL

Attorneys for Plaintiff

MATTHEW FARRER

EXHIBIT A

MEMORANDUM OF UNDERSTANDING RE CLASS AND PAGA ACTION SETTLEMENT

Farrer v. Peach Labs, Inc., et al.

Matthew Farrer (“Plaintiff”) has asserted claims against Peach Labs, Inc. (“Defendant”) in the action styled *Matthew Farrer v. Peach Labs, Inc.*, Alameda County Superior Court Case No. RG20057336 (the “Action”).

After a full day mediation with mediator Marc Feder, the parties agreed to the following terms of this Memorandum of Understanding (“MOU”):

1. **Total (Gross) Settlement Amount (GSA):** The Gross Settlement Amount (“GSA”) is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) inclusive of all payments to the Settlement Class and Aggrieved Employees, attorneys’ fees, litigation costs, claim administration costs, an enhancement payment to the class representative, payment to the LWDA pursuant to PAGA, penalties, and interest. The balance after deduction of attorneys’ fees, costs, administration costs, enhancement awards, and Defendant’s employer taxes and withholdings will be the Net Settlement Amount (“NSA”). Defendant will pay the GSA to the claims administrator no later than 45 calendar days after the latter of: (1) entry of the Court’s order granting final approval if no objections by or on behalf of Settlement Class members have been filed and not withdrawn; (2) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (3) the final resolution of any appeal that has been filed. The Parties’ settlement and this MOU are conditioned upon the Court’s approval.
2. **Net Settlement Amount (NSA):** Attorneys’ fees, costs, class representative enhancement award, LWDA payment, and settlement administration costs will be deducted from the GSA to calculate the Net Settlement Amount (NSA) to be distributed to the class.
3. **No Reversion, No Claims Made:** There will be no reversion to Defendant and no claims process for Settlement Class Members, who do not request exclusion from the settlement, to receive payment.
4. **Release:** All Settlement Class Members, who do not opt out of the Settlement, and all Aggrieved Employees will be bound by a release of all claims, demands, rights, liabilities and causes of action against Defendant, any past and present owners, officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys, for unpaid wages, civil penalties or other damages that were alleged or could have been alleged in the operative complaint based on the facts alleged in the operative complaint (including, but not limited to, violations, penalties or damages relating to alleged independent contractor misclassification, unpaid minimum, piece-rate and overtime wages, rest periods, meal periods, pay stubs, reimbursement of expenses, retention of gratuities and waiting time penalties) which arose during the Class Period or PAGA Period. Plaintiff will sign a Civil Code 1542 general release of all individual claims against Defendant, any past and present owners, officers,

directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys. Defendant enters into this settlement and executes this MOU with no admission of liability whatsoever.

5. **Settlement Class:** The Settlement Class is defined as all individuals who performed work as delivery drivers, or a functionally equivalent position, in the State of California, for Defendant at any time between March 5, 2019 through January 11, 2021 (“Class Period”).
6. **Alleged “Aggrieved Employee” Group:** The Aggrieved Employees will consist of all individuals who performed work as delivery drivers, or a functionally equivalent position, in the State of California, for Defendant at any time between March 5, 2019 through January 11, 2021 (the “PAGA Period”).
7. **Payment Characterization:** The payments to the Settlement Class from the NSA will be characterized as 85% penalties and interest, 15% wages. Employment taxes and other legally required withholdings will be withheld from the wage payments to the members of the Settlement Class and will be reported on an IRS Form W-2. The employer portion of payroll taxes shall come out of the NSA. No additional amount will be owed by Defendant above and beyond the GSA payment. All other sums paid out to the Settlement Class and Aggrieved Employees members shall be treated as penalties and shall be reported on IRS Form 1099.
8. **Enhancement Award:** Non-opposition to request for \$7,500 for Plaintiff. Any portion of the Enhancement Award allocation not approved by the court will revert to the NSA.
9. **Employer's Share of Payroll Taxes:** Defendant’s share of payroll taxes will be paid by Defendant separate from and in addition to the GSA.
10. **Uncashed or Returned Checks:** Funds from uncashed or returned checks will be distributed to the State Controller Unclaimed Property Fund.
11. **Settlement Administration Costs:** Non-opposition to request for reimbursement for the claims administrator’s costs, which will be paid from the GSA. Any unused funds of this cost allocation will revert to the NSA.
12. **Attorney’s Fees:** Non-opposition to request for attorney’s fees of up to one-third of the GSA. Any portion of the fee allocation not approved by the court will be allocated to the NSA.
13. **Costs:** Non-opposition to request for reimbursement for Plaintiff’s litigation costs, which will be paid from the GSA. Any unused funds of this cost allocation will be allocated to the NSA.
14. **Payment to LWDA:** The parties agree to allocate Ten Thousand Dollars (\$10,000) of the GSA to settlement of PAGA claims, 75% of which shall be paid to the California Labor & Workforce Development Agency (“LWDA”) and 25% of which shall be part of the NSA to be distributed to the Aggrieved Employees as defined in Paragraph 6.

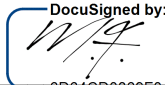
15. **Pro Rata Increase:** If the number of the Settlement Class exceeds 174 by more than 2%, the GSA will increase pro rata per additional class member. However, if this clause is triggered, Defendant may choose to end the Class Period and PAGA Period on the date the increase was triggered.
16. **Enforceability:** The Parties intend to enter into a more formal “long form” agreement not inconsistent with the terms of this MOU within 30 days of the date of execution of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6, subject to court approval. In the event the Court does not grant preliminary or final approval, the parties will work together in good faith to resolve any concerns raised by the Court.
17. **Drafting of Long-Form Settlement Agreement and Preliminary Approval Papers:** Defendant’s counsel will draft the long-form settlement agreement within 30 days of the execution of this MOU. If the long-form settlement agreement has not be drafted within 30 days of the execution of this MOU, Plaintiff will draft the long-form settlement agreement. Plaintiff’s counsel will draft the motion for preliminary approval and motion for final approval.
18. **Publicity:** Plaintiff and his counsel agree that they have not and will not publish the settlement in any form of media, and that the settlement shall remain fully confidential until preliminary approval. In response to any inquiries Plaintiff will state that “the case was resolved, and it was resolved confidentially.” Plaintiff’s counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the class or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, Plaintiff’s counsel is authorized to make disclosures to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and neither Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. However, Plaintiff’s Counsel may refer generally—without any express or implied reference to Defendant or Defendant’s specific business operations--to a settlement of claims asserted by food delivery workers on their website or in declarations to the Court.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

19. **Withdrawal of Settlement:** If more than eight percent (8%) of the members of the Settlement Class exercise their rights to exclude themselves and opt out of the resolution, Defendant may, in its sole discretion, unilaterally cancel/rescind/withdraw from its agreement to the settlement. In the event of Defendant's withdrawal, no party may use the terms of this MOU or the fact that the Parties had agreed to the MOU for any purpose. Further, if the Parties do not execute the long-form settlement agreement within 30 days of their execution of this MOU, Plaintiff, on behalf of the Settlement Class and Aggrieved Employees, may cancel/rescind/withdraw from their agreement to this settlement.

Dated: 4/1/2021

PLAINTIFF MATTHEW FARRER


Matthew Farrer

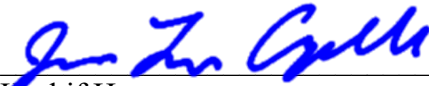
Dated: _____

PEACH LABS, INC.

By: _____

Dated: 4/1/2021

AEGIS LAW FIRM, PC


Kashif Haque
Jessica L. Campbell
Carolyn M. Bell
Attorneys for Plaintiff Matthew Farrer

Dated: _____

FISHER & PHILLIPS LLP

Collin D. Cook
Philip J. Smith
Attorneys for Defendant Peach Labs, Inc.

19. **Withdrawal of Settlement**: If more than eight percent (8%) of the members of the Settlement Class exercise their rights to exclude themselves and opt out of the resolution, Defendant may, in its sole discretion, unilaterally cancel/rescind/withdraw from its agreement to the settlement. In the event of Defendant's withdrawal, no party may use the terms of this MOU or the fact that the Parties had agreed to the MOU for any purpose. Further, if the Parties do not execute the long-form settlement agreement within 30 days of their execution of this MOU, Plaintiff, on behalf of the Settlement Class and Aggrieved Employees, may cancel/rescind/withdraw from their agreement to this settlement.

Dated: _____

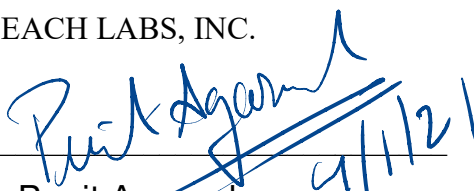
PLAINTIFF MATTHEW FARRER

Matthew Farrer

Dated: _____

PEACH LABS, INC.

By: _____


Prerit Agarwal
COO

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque
Jessica L. Campbell
Carolyn M. Bell
Attorneys for Plaintiff Matthew Farrer

Dated: September 14, 2021

FISHER & PHILLIPS LLP



Collin D. Cook
Philip J. Smith
Attorneys for Defendant Peach Labs, Inc.

EXHIBIT B

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

*Matthew Farrer v. Peach Labs, Inc., Alameda County Superior Court
Case No. RG20057336*

**If you worked for Peach Labs, Inc. as a delivery driver and/or courier in California
at any time from March 5, 2019, through January 11, 2021,
a settlement of a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Matthew Farrer v. Peach Labs, Inc.*, Case No. RG20057336 (Alameda County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant Peach Labs, Inc. (“Peach”), which will affect all individuals who worked for Peach as delivery drivers or couriers in California at any time between March 5, 2019, through January 11, 2021 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Peach for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue Peach separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

Peach's records show that you worked for Peach in California as a delivery driver or courier at some point between March 5, 2019 and January 11, 2021.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Julia Spain of the Superior Court of the State of California, County of Alameda, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Matthew Farrer ("Plaintiff") claims that Peach: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failure to permit paid rest breaks; (5) failed to pay all wages to piece-rate workers for time spent in rest breaks; (6) failed to pay all wages owed upon termination of employment; (7) failed to provide timely and accurate, itemized wage statements; (8) failed to reimburse necessary business expenses; (9) unlawful retention of gratuities; and (10) Plaintiff argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiff to recover civil penalties to be split 75% to the State of California and 25% to certain individuals. Plaintiff also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiff's allegations as stated in the First Amended Complaint, which is available at [settlement administrator website].

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Peach; instead, both sides agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Lawsuit, all parties avoid the risks and costs of a trial.

Peach expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendant.

In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a “Private Attorney General” (PAGA) claim where Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while the Class receives 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or their counsel in the Lawsuit during the period of March 5, 2019 to January 11, 2021 and delivery drivers and couriers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Peach agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify the Class solely for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Peach has agreed to pay \$275,000.00 to settle the claims made in this Lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of his claims in this Lawsuit against Peach.
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$275,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$91,666.67) for Class Counsel’s attorneys’ fees and costs.

Reimbursement of Class Counsel’s actual litigation costs (currently \$_____, which are estimated
 - b. An Enhancement Award of up to \$14,000.00 to Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - c. Up to \$6,350.00 to cover the costs of the Settlement Administrator.
 - d. Payment of \$7,500.00 to the California Labor and Workforce Development Agency for release of PAGA claims.

If the Court approves the requested deductions, there will be approximately \$145,483.33 remaining, before deducting for taxes, to be distributed to Settlement Class Members. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will

be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

PAGA Settlement Payments. A portion of the Net Settlement Amount in the amount of \$2,500.00 will be set aside for Class Members who worked for Peach in California at some point between March 5, 2019 and January 11, 2021 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All individuals who performed work for Peach as a delivery driver and/or courier in California at any time between March 5, 2019 and January 11, 2021 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Simpluris, Inc., the “Settlement Administrator”, at the designated phone number for this matter at (800) 779-2104 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to records maintained by Peach, the total number of weeks you worked in California for Peach as a delivery driver and/or courier during the Class Period is .

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Peach's records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Peach, its past and present parents, subsidiaries, affiliates, insurers, re-insurers, related entities and divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, owners, shareholders, employees, founders, members, workers, assigns, representatives, insurers, attorneys, accountants, auditors, consultants, and all others claiming through and by any of them ("Released Parties") from any and all facts and claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that they may have or had arising out of the facts alleged in the Complaints during the Class Period, including but not limited to any claims that could have been asserted in the Action based on the facts alleged in the Complaints, including but not limited to any and all claims alleged in the Action for PAGA penalties, for violations of California's Business & Professions Code, for violations of the California Labor Code governing: independent contractor misclassification, meal and rest breaks; unpaid wages, including minimum wages, wages to piece-rate workers for time spent in rest breaks, regular wages, overtime and double time wages; wage statement violations and separation pay violations, reimbursement of expenses, retention of gratuities. This release also encompasses statutory and PAGA claims for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 226.8, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, as well as IWC Wage Order 4-2001, Sections 3, 4, 7, 9, 11, 12 and 20, and IWC Wage Order 9-2001, Sections 3, 4, 7, 9, 11, 12 and 20 ("Released Claims"). All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out.

Additionally, if you worked during the period of March 5, 2019 through January 11, 2021, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member. Settlement is also conditioned on a covenant of the PAGA Group members that they will not participate in or receive recovery or monies in connection with any proceeding seeking penalties under Section 2699, which arose during the PAGA Period for claims based on the same facts or theories as the Settlement Class Released Claims facts which were or could have been alleged in the Lawsuit.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you

intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Farrer v. Peach Labs, Inc.*; (3) be signed by you or your authorized representative; (4) be addressed to the Settlement Administrator; and (5) must be postmarked on or before [DATE].

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Kashif Haque (khaque@aegislawfirm.com)
Samuel A. Wong (swong@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
Carolyn M. Bell (cbell@aegislawfirm.com)
Ali S. Carlsen (acarlsen@aegislawfirm.com)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: 949-379-6250

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers.

More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Peach, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$91,666.67) in attorneys' fees and actual litigation costs, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Plaintiffs be paid?

As part of the Settlement with Peach, Class Counsel has requested an enhancement payment of up to \$14,000.00 to be paid to Plaintiff for his efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
(800) 779-2104

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department 520 of the Alameda County Superior Court for the State of California, located at 24405 Amador Street, Hayward, CA 94544. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Peach makes payment to the Settlement Administrator. If there are no objections or appeals, Peach will transfer the settlement funds within 45 calendar days of approval, and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for Alameda County, at the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612. You can also view the case records online at the court's website: <http://www.alameda.courts.ca.gov/Pages.aspx/DomainWeb>. Click "Case Number Search", then click "Accept Terms". Follow the instructions for submitting the Case Number: RG20057336. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

Simpluris, Inc.

3194-C Airport Loop Drive

Costa Mesa, CA 92626

(800) 779-2104

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.