

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Gustavo Dominguez and Matthew Scott (“Plaintiffs”), individually and as a representative of the Class as defined below and on behalf of all others similarly situated, and defendant LifeSafer of Northern California (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the capitalized terms below have the following meaning in this Agreement:

- A. “Action” means the lawsuit and Complaint that was filed in California state court and any amendments thereto, which is currently captioned *Dominguez, et al., v. LifeSafer of Northern California*, Case No. 20CV002586 pending in Superior Court of the State of California, County of Monterey.
- B. “Class” and “Class Members” mean all non-exempt employees who are or previously were employed by Defendant in California during the period of September 25, 2016 to May 17, 2021.
- C. “Class Counsel” means Zakay Law Group, APLC and Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- D. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with this Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and “Class Counsel Litigation Expenses Payment” means the amount awarded by the Court to pay Class Counsel for all litigation expenses billed in connection with this Action. Class Counsel Fees Payment shall be divided between Class Counsel as follows: 60% to Zakay Law Group, APLC, and 40% to Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and the number of workweeks that he or she worked for Defendant and/or the Released Parties during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class and Collective Action and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

- H. "Class Period" means the period of time from September 25, 2016 to May 17, 2021.
- I. "Class Representative Service Payments" means the service payments made to Plaintiffs in their capacity as a Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant's expenses in the event they were unsuccessful in the prosecution of the Action.
- J. "Court" means the Monterey County Superior Court.
- K. "Defendant's Counsel" means Ana C. Toledo of Noland, Hamerly, Etienne & Hoss.
- L. "Effective Date" means the date by which all of the following have occurred:
- a. This Agreement is approved by the Court at the Final Approval Hearing; and
 - b. The Judgment becomes Final as defined in Section I(N) of this Agreement.
- M. "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.
- N. "Final," means the last of the following dates, as applicable:
- a. If no objections are filed, the date on which the Court enters final approval order.
 - b. If an objection is filed and overruled, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - c. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- O. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- P. "Gross Settlement Amount" means One Hundred and Seventy-Five Thousand Dollars (\$175,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments contemplated in this Agreement (Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Settlement Administrator payment, PAGA Payment, Settlement Shares), excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

- Q. “Judgment” means the Order Granting Final Approval of Class Action Settlement and Judgment entered by the Court materially in the form evidenced by Exhibit C to this Agreement and incorporated by reference into this Agreement.
- R. “LWDA” means the California Labor and Workforce Development Agency.
- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court approved amounts for the Class Representative Service Payment, the Class Counsel Fees and Expenses Payment, the PAGA Payment, and the Settlement Administrator’s fees and expenses.
- 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. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference in this Agreement.
- W. “Released Parties” means Defendant, together with Defendant’s officers, shareholders, customers, directors, employees, agents, and all related parent, predecessor, successors, assigns, or affiliated entities.
- X. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- Y. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- Z. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- AA. “PAGA Employees” means all non-exempt employees who are or previously were employed by Defendant in California during the period of April 15, 2019 to May 17, 2021.
- BB. “PAGA Period” means the period of time from April 15, 2019 to May 17, 2021.
- CC. “Released Class Claims” are defined as all class claims alleged in the operative complaint , or claims that could have been asserted in the Action based on the allegations in the complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination,

unemployment insurance, disability, social security, workers' compensation and class claims outside of the Class Period.

- A. "Released PAGA Claims" are defined as the claims asserted by the PAGA Employees for alleged violations of the California Labor Code and IWC Wage Order provisions alleged in the operative complaint and Plaintiffs' PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. ("Released PAGA Claims").

II. RECITALS

- A. On September 25, 2020, Plaintiffs filed a Complaint against Defendant in the Superior Court of the State of California, County of Monterey. Plaintiffs asserted claims that Defendant:
1. Violated California Business and Professions Code § 17200 *et seq.*;
 2. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1
 3. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 6. Failed to reimburse employees for required business expenses in violation of California Labor Code § 2802;
 7. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 8. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 9. Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]

Plaintiffs sought to represent a putative class of non-exempt employees who worked for Defendant in California. Plaintiffs' Complaint alleged, *inter alia*, that Defendant failed to properly pay Plaintiffs and Class Members minimum and overtime wages, failed to provide Plaintiffs and Class Members with proper meal breaks and rest breaks, failed to provide Plaintiffs and Class Members with complete and accurate wage statements, failed to reimburse Plaintiffs and Class Members for required business expenses, and failed to timely pay Plaintiffs and Class Members all wages owed at the time of the termination of their employment.

- B. On May 17, 2021, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement. The Parties' agreement was memorialized in a Memorandum of Understanding. At all

times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- C. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of a class and collective action for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class or collective action for any reason, and reserves all available defenses to the claims in the Action.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Hundred and Seventy-Five Thousand Dollars (\$175,000). 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. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. Defendant will separately remit the employer's share of payroll taxes to the Settlement Administrator on the amount allocated to wages.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount within 15 days of the receipt of the Gross Settlement Amount from Defendant:
1. **To Plaintiffs:** In addition to their Settlement Shares, the Plaintiffs will apply to the Court for an award of not more than \$7,500 for Plaintiff Gustavo Dominguez and not more than \$7,500 for Plaintiff Matthew Scott as Class Representative Service Payments. Defendant will not oppose the Class Representative Service Payments. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$7,500 for each Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiffs with respect to their payments.

Plaintiffs shall be solely responsible for any tax obligations with respect to this payment.

- 2. To Class Counsel:** Class Counsel will apply to the Court for an award of not more than 1/3 of the Gross Settlement Amount (currently \$58,333.33) as their Class Counsel Fees Payment and an amount not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses. Defendant does not presently intend to 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 1/3 of the Gross Settlement Amount for fees and \$15,000 for costs, 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 1/3 for fees and/or \$15,000 for costs, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel's fees and costs shall be made to Zakay Law Group, APC and Blumenthal Nordrehaug Bhowmik De Blouw LLP by the Settlement Administrator in accordance with this Agreement.
 - 3. PAGA Payment.** The Parties will seek approval from the Court for a "PAGA Payment" of \$10,000 out of the Gross Settlement Amount, which shall be allocated \$7,500 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$2,500 for distribution to the PAGA Employees (the "Net PAGA Amount"). If the Court approves a PAGA Payment of less than \$10,000, the remainder will be retained 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 incurred in the administration of this Settlement that are documented and approved by the Court in an amount not to exceed \$8,000 ("Settlement Administration Expenses"). To the extent the fees and expenses that are documented and approved by the Court are less than \$8,000 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
- C. Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
3. **PAGA Penalties Calculation.** The value of each PAGA Employee's PAGA Share will be based on the number of each PAGA Employee's Workweeks during the PAGA Period. Specifically, 25% of the approved PAGA Payment allocated to the Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Employee.
4. **Withholding.**
 - a) 25% of each Participating Class Member's Settlement Share is allocated towards settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Net Settlement Amount.
 - b) 75% of each Participating Class Member's Settlement Share is allocated towards settlement of claims for interest penalties allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - c) One Hundred percent (100%) of each PAGA Employee's PAGA Share is in settlement of claims for civil penalties. Accordingly, the PAGA Employee's PAGA Share shall not be subject to wage withholdings, and shall be reported on IRS Form 1099 and shall be paid from the Gross Settlement Amount.
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. However, Non-Participating Class Members will still receive their pro-rata PAGA Share if employed during the PAGA Period.

6. **Class Size Modification.** At mediation, Defendant represented that the class consists of an estimated total of 103 Class Members who collectively worked 5,776 workweeks during the Class Period. Defendant will provide a declaration under oath as to the number of Class Members and workweeks worked by the members of the Class during the Class Period prior to the filing of the motion for preliminary approval. If, at the time of Defendant's declaration, the actual number of workweeks during the Class Period is 10% higher than the amount stated in Defendant's declaration (i.e., greater than 6,353.6), the Gross Settlement Amount shall increase proportionally with each added workweek.

D. **Appointment of Settlement Administrator.** After obtaining a not-to-exceed quote from multiple qualified settlement administrators, The Parties will ask the Court to appoint ILYM, Inc. an experienced wage and hour class action administrator, as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by 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 to all Class Members; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet 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; maintaining the Settlement Fund account in an interest-bearing account; issuing the checks to effectuate the payments due under the Settlement; sending one reminder notice to members of the Class reminding them to cash their settlement checks, providing periodic updates on the status of uncashed checks, issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid 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, Plaintiffs 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 (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, or other documents necessary to implement the Settlement will be referred to the mediator, Hon. Carl J. West (Ret.), for resolution.
- 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 B to this Agreement and incorporated by reference into this Agreement.
- c) Should the Court decline 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 its Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice (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 calendar days after the Court enters its Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator with each Class Member’s Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator shall update addresses using the National Change of Address database. This information will otherwise remain confidential and will not be disclosed to anyone (including Class Counsel, Plaintiffs, or any other Class Members) in order to protect the privacy rights of Class Members, 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. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. The confidentiality of Class Data will not impede Class Counsel’s ability to discharge its fiduciary duties.

- b) Using best efforts to mail it as soon as possible, and in no event later than 14 calendar 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 ten (10) calendar days from receipt of the returned packet, search for a more current address for the Class Member in the National Change of Address database 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 locate a 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 the following 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 in the National Change of Address database for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and 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 10 calendar days before the date by which the Plaintiffs 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. Prior to 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 and Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel's Fees and

Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a) **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Settlement Administrator with copies to the Parties' Counsel, not later than 45 days after the Settlement Administrator first mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, written objections to the Settlement setting forth the grounds for the objection. A Participating Class Member who fails to timely submit a written objection may still appear at the Final Approval hearing. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above or appear at the Final Approval Hearing to object will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

Each Class Member shall also have 45 calendar days from the date of the initial mailing of the Class Notice Packet, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b) **Objections to Class Counsel Fees and Expense 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 no later than the date the motion for final approval is to be filed, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel's Fees and Expense Payment must submit to the Settlement Administrator, with copies to Parties' Counsel, not later than 45 days after the Settlement Administrator mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, written objection to the fees and costs setting forth the grounds for the objection. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above or appear at the Final Approval Hearing to object will be deemed to have waived any objections and will be foreclosed from making any objections (whether by

appeal or otherwise) to the Class Counsel Fees and Expense Payment. Non-Participating Class Members shall have no ability to object to Class Counsel Fees and Expense Payment.

- 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 not later than 45 days after the Settlement Administrator first mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back undeliverable, 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 a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has 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 and be bound by all terms and conditions of 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 has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. However, any Class Member that submits a timely request for exclusion will still receive his/her pro PAGA Employee's PAGA Share only, but will not be bound by the Settlement Agreement otherwise, and will not be deemed to have released the Released Class Claims except Released PAGA Claims. The Notice will specifically explain that the Released PAGA Claims will be released whether or not a Class Member opts out in accordance with this paragraph.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims and Released PAGA Claims by the Participating Class Members set forth in this Agreement.

- d) **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will

provide the Parties with a complete and accurate list of all Participating Class Members and all Non- Participating Class Members.

- 4. No Solicitation of Objection or Election Not to Participate.** 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.

5. Additional Briefing and Final Approval.

- a) Class Counsel will file with the Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiffs files their Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b) No later than 16 court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses.
- c) If any opposition is filed, then not later than seven (7) 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 Administrator's reasonable fees and expenses; and Plaintiffs and Class Counsel may also file a reply in support of their motions 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), then 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 Plaintiffs 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 in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement 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. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting the Judgment on the administrator's website.

- 6. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely object to the Settlement, Defendant, and their respective counsel hereby waive any and all 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 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.
- 7. 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 such that 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 not later than fourteen 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 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.
- 8. Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. If no appeal is filed, Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes in accordance with the following schedule: (1) fifty-percent (50%) within thirty (30) days of the Effective Date; and (2) fifty-percent (50%) within one hundred and eighty (180) days of the Effective Date. If an appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within ten (10) days from the final disposition of the appeal. Within fifteen (15) days after Defendant funds the Gross

Settlement Amount, the Settlement Administrator will pay to Participating Class Members, their Settlement Shares; to Plaintiffs, their Class Representative Service Payments; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, its reasonable fees and expenses.

9. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 90 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 90 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice the funds from such uncashed checks will be paid to the Participating Class Members who cashed his or her Settlement Share check using the same workweek formula used for distribution of the Net Settlement Amount, and the Participating Class Member will remain bound by the Settlement. All funds associated with uncashed or undeliverable Settlement Share checks shall be transmitted by the Settlement Administrator, in conformity with California Code of Civil Procedure section 384, to Children Advocacy Institute, a non-profit organization that supports projects that benefit employees and applicants throughout the State of California. The Parties agree that designating Children Advocacy Institute as the Cy Pres Beneficiary will "further the purposes of the underlying class proceedings in this action and will promote justice for all Californians" in conformity with California Code of Civil Procedure section 384.

10. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all class claims alleged in the operative complaint, or claims that could have been asserted in the Action based on the allegations in the complaint which occurred during the Class Period, and expressly excluding all other claims, including

claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, in accordance with Section III(F)(4) below.

2. **Plaintiffs.** As of the date the Judgment becomes Final and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs fully and finally release the Defendant and the other Released Parties from any and all claims and damages of any and every kind and nature, actual and potential, known and unknown, which exist or may exist as of the date the Judgment becomes Final, including but not limited to all claims which were asserted or which could have been asserted in the Action, and any and all claims which arise out of Plaintiffs' employment with Defendant, through and including the date the Judgment becomes Final ("Plaintiffs' Released Claims"). This release excludes only the release of claims not permitted by law.
3. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover 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 Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to those Released Class Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code (or any other similar provision under federal or state law), which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. **PAGA Release.** As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release.

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 Plaintiffs or Participating Class Members, and Plaintiffs 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. Non-Disparagement Limitation on Public Statements About Settlement. Plaintiffs and Class Counsel represent that they have not and will not issue any press, social media 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 preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Plaintiffs understand and agree that they shall not disparage or make comments that can be construed as negative of Defendant, its employees, or its programs to any third parties. Defendant understands and agrees that it shall not disparage or make comments that can be construed as negative of Plaintiffs to any third parties. Defendant and Plaintiffs understand that this is a material term of this Settlement Agreement, and should either Defendant or Plaintiffs breach this obligation, Defendant and Plaintiffs shall be liable for any damages caused by the failure to comply with this requirement.

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 failed to comply with 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. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement or the negotiation thereof is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating 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 Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of 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) This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings 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 Plaintiffs 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 effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator Hon. Carl J. West (Ret.) for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity 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 and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and 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.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days 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 inserted for convenience of reference only 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 Plaintiffs and Class:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: (619) 255-9047
Email: shani@zakaylaw.com

AND

Nicholas De Blouw, Esq.

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: nick@bamlawca.com

To Defendant:

Ana C. Toledo, Esq.
Noland, Hamerly, Etienne & Hoss
333 Salinas Street
P.O. Box 2510
Salinas, CA 93902
Tel: (831) 424-1414
Fax: (831) 424-1975
Email: atoledo@nheh.com

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 be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

15. Continuing Jurisdiction. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement Agreement, in order to monitor and enforce compliance of this Settlement Agreement, and/or resolve any disputes over this Settlement Agreement or the administration of the benefits of this Settlement Agreement. The Parties further agree that the time within which to bring this action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of the signing of this agreement by all parties until entry of the final approval order and judgment, or if not entered, the date this agreement shall no longer be of any force or effect.

16. Court Filings

The Parties agree not to object to any Court filings consistent with this Agreement.

IV. EXECUTION BY PARTIES

The Parties and their counsel hereby execute this Agreement.

Dated: Jul 28, 2021

Gustavo Dominguez


Gustavo Dominguez (Jul 28, 2021 10:25 PDT)

Dated: _____

Matthew Scott

Dated: _____

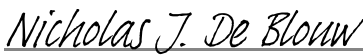
LifeSafer of Northern California

By: David Nico

APPROVED AS TO FORM

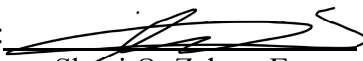
Jul 28, 2021
Dated: _____

Blumenthal Nordrehaug Bhowmik De Blouw LLP


By: Nicholas J. De Blouw (Jul 28, 2021 10:35 PDT)
Nicholas J. De Blouw, Esq.
Attorneys for Plaintiffs

Dated: 7/28/21

Zakay Law Group, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for Plaintiffs

Dated: _____

Noland, Hamerly, Etienne & Hoss

By: _____
Ana C. Toledo, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Gustavo Dominguez

Dated: Jul 26, 2021

Matthew Scott



matthew.scott (Jul 26, 2021 20:03 MDT)

Dated: _____

LifeSafer of Northern California

By: David Nico

APPROVED AS TO FORM

Dated: _____

Blumenthal Nordrehaug Bhowmik De Blouw LLP

By: _____
Nicholas J. De Bloluw, Esq.
Attorneys for Plaintiffs

Dated: _____

Zakay Law Group, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiffs

Dated: _____

Noland, Hamerly, Etienne & Hoss

By: _____
Ana C. Toledo, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES

The Parties and their counsel hereby execute this Agreement.

Dated: _____ Gustavo Dominguez

Dated: _____ Matthew Scott

Dated: 7/28/2021 LifeSafer of Northern California
By: David Nico
By: David Nico

APPROVED AS TO FORM

Dated: _____ Blumenthal Nordrehaug Bhowmik De Blouw LLP

By: _____
Nicholas J. De Blouw, Esq.
Attorneys for Plaintiffs

Dated: _____ Zakay Law Group, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiffs

Dated: 7/28/21 Noland, Hamerly, Etienne & Hoss

By: Ana C. Toledo
Ana C. Toledo, Esq.
Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Dominguez, et al., v. LifeSafer of Northern California, Case No. 20CV002586)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Monterey (the “Court”) has been reached between Plaintiffs Gustavo Dominguez and Matthew Scott (“Plaintiffs”) and Defendant LifeSafer of Northern California (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant in California during the period of September 25, 2016 to May 17, 2021.

The “Class Period” is the period of time running from September 25, 2016 to May 17, 2021.

This Class 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 September 25, 2020, Plaintiffs filed a Complaint against Defendant in the Superior Court of the State of California, County of Monterey. Plaintiffs asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required business expenses in violation of California Labor Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violation of the Private Attorneys General Act [Labor Cde §§ 2698, *et seq.*].

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant reimbursed members of the class for all required business expenses; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On May 17, 2021, the Parties participated in an all-day mediation with Hon. Carl J. West (Ret.), a respected jurist and mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative, and the law firms of Zakay Law Group, APC and Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$ [REDACTED], for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$58,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$[REDACTED] for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments of up to Seven Thousand and Five Hundred Dollars (\$7,500.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant in California during the period of April 15, 2019 to May 17, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. One-Third of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Two-Thirds of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all class claims alleged in the operative complaint, or claims that could have been asserted in the Action based on the allegations in the complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as the claims asserted by the PAGA Employees for alleged violations of the California Labor Code and IWC Wage Order provisions alleged in the operative complaint and Plaintiffs' PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> work-weeks worked during the Class Period (September 25, 2016 to May 17, 2021).

Based on this information, your estimated Settlement Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PGA Release, you will be deemed to have released the Released PGA Claims, and you will receive a share of the Net PGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: “I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Dominguez, et al., v. LifeSafer of Northern California, Case No. 20CV002586*.” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Dominguez, et al., v. LifeSafer of Northern California, Case No. 20CV002586*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. 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. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5850 Oberlin Drive, Suite 230A
San Diego, CA 92121
Tel: (619) 892-7095
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Class Counsel:

Nicholas De Blouw, Esq.
Blumenthal Nordrehaug Bhowmik De
Blouw LLP
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: nick@bamlawca.com

Counsel for Defendant:

Ana C. Toledo, Esq.
Noland, Hamerly, Etienne & Hoss
333 Salinas Street
P.O. Box 2510
Salinas, CA 93902
Tel: (831) 424-1414
Fax: (831) 424-1975
Email: atoledo@nheh.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA 93940 in Department 14 before Judge Robert A. O’Farrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there

are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to *Dominguez, et al., v. LifeSafer of Northern California, Case No. 20CV002586*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APLC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 90 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same workweek formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

SHANI O. ZAKAY (SBN 277924)
SHANI@ZAKAYLAW.COM
ZAKAY LAW GROUP, APLC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TELEPHONE (619) 255-9047
FAX: (858) 404-9203

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

NORMAN B. BLUMENTHAL (STATE BAR #068687)
KYLE R. NORDREHAUG (STATE BAR #205975)
APARAJIT BHOWMIK (STATE BAR #248066)
NICHOLAS J. DE BLOUW (STATE BAR #280922)
2255 CALLE CLARA
LA JOLLA, CA 92037
TELEPHONE: (858) 551-1223
FACSIMILE: (858) 551-1232
WEBSITE: WWW.BAMLAWCA.COM

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONTEREY**

GUSTAVO DOMINGUEZ and MATTHEW
SCOTT, individuals, on behalf of themselves
and on behalf of all persons similarly situated,
Plaintiffs,
vs.
LIFESAFER OF NORTHERN
CALIFORNIA, a corporation; and DOES 1
through 50, Inclusive,
Defendants.

Case No. 20CV002586

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Robert A. O'Farrell
Dept: 14

Date Filed: September 25, 2020
Trial Date: Not Set

The Motion for Preliminary Approval of Class Action Settlement by Plaintiffs Gustavo Dominguez and Matthew Scott ("Plaintiffs") came on for hearing before this Court, the Honorable Robert A. O'Farrell presiding. The Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

1 1. The Court grants preliminary approval to the Settlement based on the terms set
2 forth in Class Action Settlement Agreement (“Agreement”). This Order incorporates by
3 reference the definitions in the Agreement, and all terms defined therein shall have the same
4 meaning in this Order as set forth in the Agreement.

5 2. The Settlement provides for Defendant Lifesafer of Northern California
6 (“Defendant”) to pay the Gross Settlement Amount of One Hundred and Seventy-Five Thousand
7 Dollars (\$175,000). The Court preliminarily finds that the Settlement is fair, adequate, and
8 reasonable to the Class, and preliminarily approves the terms of the settlement. This preliminary
9 approval is subject to the objections of Class Members and final review by the Court.

10 3. A Final Approval Hearing shall be held before this Court on _____ at
11 _____ in Department 14 of the Superior Court of the State of California for the
12 County of Monterey, to determine all necessary matters concerning the Settlement, including:
13 whether the proposed settlement of the Action on the terms and conditions provided for in the
14 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
15 an Order Granting Final Approval should be entered; whether the plan of allocation contained in
16 the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
17 whether to finally approve the PAGA payment, the Class Counsel Fees Payment, the Class
18 Counsel Litigation Expenses Payment, the Class Representative Service Payments to the
19 Plaintiffs, and Settlement Administration Expenses. The motion for final approval and the
20 motion for award of attorneys’ fees and costs shall be filed no later than sixteen (16) court days
21 before the Final Approval Hearing.

22 4. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
23 certification of the Class for settlement purposes only. This stipulation will not be deemed
24 admissible in this or any other proceeding should this Settlement not become final. Whether or
25 not the settlement is finally approved, neither the Agreement, nor any document, statement,
26 proceeding or conduct related to the Agreement may be admitted in any proceeding as an
27 admission by Defendant or any of the Released Parties, Plaintiffs, or any person within the
28 definition of the Class.

1 5. For settlement purposes only, the Court certifies the following Class: “all non-
2 exempt employees who are or previously were employed by Defendant in California during the
3 period of September 25, 2016 to May 17, 2021. The Class Period means the period of time from
4 September 25, 2016 to May 17, 2021.”

5 6. The Court preliminarily approves Plaintiffs as the representatives of the Class.
6 The Court preliminarily approves Zakay Law Group, APC, and Blumenthal Nordrehaug
7 Bhowmik De Blouw LLP as counsel for the Class (“Class Counsel”).

8 7. The Agreement specifies for an attorneys’ fees award not to exceed one-third
9 (1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed
10 \$_____, proposed Class Representative Service Payments to Plaintiffs in an amount not to
11 exceed \$7,500 to each Plaintiff, and proposed PAGA payment to the LWDA in an amount not to
12 exceed \$10,000 (75% of which shall be payable to the State of California, and 25% of which
13 shall be payable to the PAGA Employees). While these awards appear to be within the range of
14 reasonableness, the Court will not approve the amount of attorneys’ fees and costs until the Final
15 Approval Hearing. Similarly, the Court will not decide the amount of any Class Representative
16 Service Payments until the Final Approval Hearing. Plaintiffs will be required to present
17 evidence supporting these requests, including lodestar, prior to final approval.

18 8. The Court hereby approves, as to form and content, the Class Notice attached as
19 Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice
20 substantially in the manner and form set forth in the Agreement and this Order meets the
21 requirements of due process, is the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice to all persons entitled thereto.

23 9. The Court hereby approves on a preliminary basis the Gross Settlement Amount
24 as provided for in the Agreement. It appears to the Court on a preliminary basis that the
25 settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members
26 when balanced against the probable outcome of further litigation relating to liability and
27 damages issues. It further appears that investigation and research have been conducted such that
28 counsel for the Parties at this time are able to reasonably evaluate their respective positions. It

1 further appears to the Court that settlement at this time will avoid substantial additional costs by
2 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
3 of the Actions. It further appears that the Settlement has been reached as the result of intensive,
4 serious and non-collusive, arms-length negotiations before an experienced mediator.

5 10. The Court hereby appoints _____ as Settlement Administrator. Within 14
6 days of this Order, Defendant will provide to the Settlement Administrator an electronic database
7 containing each Class Member's Class Data. No later than 14 days after receiving the Class
8 Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via
9 first-class regular U.S. Mail to their last known address.

10 11. Any Class Member may choose to opt out of and be excluded from the Class as
11 provided in the Class Notice by following the instructions for requesting exclusion from the
12 Class that are set forth in the Class Notice. All requests for exclusion must be submitted within
13 forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses
14 to opt out of and be excluded from the Class will not be entitled to any recovery under the
15 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
16 comment thereon. Any written request to opt out must comply with the instructions in the Class
17 Notice and be signed by each such person opting out. Class Members who have not validly
18 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the
19 Judgment.

20 12. Any Class Member who has not opted out may appear at the final approval
21 hearing and may object or express their views regarding the Settlement, and may present
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
23 and determined by the Court as provided in the Class Notice. Class Members will have forty-
24 five (45) days from the date the Class Notices are mailed to postmark their written objections to
25 the Settlement Administrator. Class Members who fail to timely submit a written objection may
26 still appear at the Final Approval Hearing to object orally in person.

27 13. The Settlement is not a concession or admission, and shall not be used against
28 Defendant as an admission or indication with respect to any claim of any fault or omission by

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or
3 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
4 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
5 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
6 fault, wrongdoing, omission, concession, or damage.

7 14. In the event the Settlement does not become effective in accordance with the
8 terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or
9 fails to become effective for any reason, this Order shall be rendered null and void and shall be
10 vacated, and the Parties shall revert to their respective positions as of before entering into the
11 Agreement.

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

16 **IT IS SO ORDERED.**

17
18 Dated: _____

19 HON. ROBERT A. O'FARRELL
20 JUDGE, SUPERIOR COURT OF
21 CALIFORNIA, COUNTY OF MONTEREY
22
23
24
25
26
27
28

EXHIBIT C

SHANI O. ZAKAY (SBN 277924)
SHANI@ZAKAYLAW.COM
ZAKAY LAW GROUP, APLC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TELEPHONE (619) 255-9047
FAX: (858) 404-9203

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

NORMAN B. BLUMENTHAL (STATE BAR #068687)
KYLE R. NORDREHAUG (STATE BAR #205975)
APARAJIT BHOWMIK (STATE BAR #248066)
NICHOLAS J. DE BLOUW (STATE BAR #280922)

2255 CALLE CLARA
LA JOLLA, CA 92037
TELEPHONE: (858) 551-1223
FACSIMILE: (858) 551-1232
WEBSITE: WWW.BAMLAWCA.COM

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONTEREY**

GUSTAVO DOMINGUEZ and MATTHEW)
SCOTT, individuals, on behalf of themselves)
and on behalf of all persons similarly situated,)
Plaintiffs,)

vs.)

LIFESAFER OF NORTHERN)
CALIFORNIA, a corporation; and DOES 1)
through 50, Inclusive,)

Defendants.)

Case No. 20CV002586

**[PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon. Robert A. O'Farrell
Dept: 14

Date Filed: September 25, 2020
Trial Date: Not Set

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on _____, before the above-entitled Court. Zakay Law Group, APC and Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared on behalf of Plaintiffs Gustavo

1 Dominguez and Matthew Scott ("Plaintiffs"). Noland, Hamerly, Etienne & Hoss appeared on
2 behalf of Defendant LifeSafer of Northern California ("Defendant").

3 **I.**

4 **FINDINGS**

5 Based on the oral and written argument and evidence presented in connection with the
6 motion, the Court makes the following findings:

7 1. All terms used herein shall have the same meaning as defined in the
8 Agreement.

9 2. This Court has jurisdiction over the subject matter of this litigation pending
10 in the California Superior Court for the County of Monterey ("Court"), Case No. 20CV002586,
11 entitled *Dominguez, et al., v. LifeSafer of Northern California et al.*, and over all Parties to this
12 litigation, including the Class.

13 **Preliminary Approval of the Settlement**

14 3. On _____, the Court granted preliminary approval of a class-wide
15 settlement. At this same time the court approved certification of a provisional settlement class for
16 settlement purposes only. The Court confirms this Order and finally approves the settlement and
17 the certification of the Class.

18 **Notice to the Class**

19 4. In compliance with the Preliminary Approval Order, Class Notice was
20 mailed by first class mail to the Class Members at their last known addresses on
21 _____. Mailing of the Class Notice to their last known addresses was the best
22 notice practicable under the circumstances and was reasonably calculated to communicate actual
23 notice of the litigation and the proposed settlement to the members of the Class. The Court finds
24 that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule
25 3.769.

26 5. The deadline for opting out or objecting was _____. There was
27 an adequate interval between notice and deadline to permit Class Members to choose what to do
28

1 and act on their decision. ____ Class Members objected. ____ Class Members requested
2 exclusion.

3
4 **Fairness Of The Settlement**

5 6. The Agreement provides for a Gross Settlement Amount of \$175,000. The
6 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
7 Cal.App.4th 1794, 1801.)

8 a. The settlement was reached through arms-length bargaining between
9 the parties. There is no evidence of any collusion between the parties in reaching the proposed
10 settlement.

11 b. The Parties' investigation and discovery have been sufficient to
12 allow the Court and counsel to act intelligently.

13 c. Counsel for both parties are experienced in similar employment
14 class action litigation and have previously settled similar class claims on behalf of employees
15 claiming compensation. All counsel recommended approval of the Settlement.

16 d. The percentage of objectors and requests for exclusion is small.
17 ____ objections were received. ____ requests for exclusion were received.

18 e. The participation rate is high. ____ Class Members will
19 be participating in the Settlement and will be sent settlement payments.

20 7. The consideration to be given to the Class under the terms of the Agreement
21 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
22 this Action and is fair, reasonable and adequate compensation for the dismissal release of the
23 Released Class Claims, given the uncertainties and risks of the litigation and the delays which
24 would ensue from continued prosecution of the Action.

25 8. The Agreement is finally approved as fair, adequate and reasonable and in
26 the best interests of the Class Members.

27 **Attorneys' Fees and Litigation Expenses**
28

1 9. The Agreement provides for an award of up to 1/3 of the Gross Settlement
2 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's
3 approval. The Agreement also provides for an award of their actual litigation expenses incurred
4 in an amount not to exceed \$ _____ as the Class Counsel Litigation Expenses Payment. Class
5 Counsel requests an award of \$ _____ as reimbursement for litigation expenses, and
6 \$ _____ for attorneys' fees.

7 10. An award of \$ _____ for the Class Counsel Fees Payment and
8 \$ _____ for the Class Counsel Litigation Expenses Payment is reasonable in light of the
9 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
10 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common
11 fund, which is reasonable and at the low end of the range for fee awards in common fund cases,
12 and is supported by Class Counsel's lodestar.

13 **Class Representative Service Payments**

14 11. The Agreement provides for a service award of up to \$7,500 for each
15 Plaintiff as the Class Representative Service Payment, subject to the Court's approval. The Court
16 finds that the amounts of \$ _____ for Plaintiff Dominguez is reasonable in light of the
17 risks and burdens undertaken by Plaintiff Dominguez in this class action litigation. The Court
18 finds that the amounts of \$ _____ for Plaintiff Scott is reasonable in light of the risks and
19 burdens undertaken by Plaintiff Scott in this class action litigation.

20 **Settlement Administration Expenses**

21 12. The Agreement provides for Settlement Administration Expenses to be paid
22 in an amount not to exceed \$ _____. The Declaration of the Settlement Administrator provides
23 that the actual claims administration expenses were \$ _____. The amount of this
24 payment is reasonable in light of the work performed by the Settlement Administrator.

25
26 **II.**

27 **ORDERS**

1 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
2 ADJUDGED AND DECREED:

3 1. The Class is certified for the purposes of settlement only. The Class is
4 hereby defined to include:

5 all non-exempt employees who are or previously were employed by Defendant in
6 California during the period of September 25, 2016 to May 17, 2021. The Class
7 Period means the period of time from September 25, 2016 to May 17, 2021.

8 2. Excluded from the Class are those ____ individuals
9 (_____) who submitted a valid and timely request for exclusion. Every person
10 in the Class who did not opt out is a Participating Class Member.

11 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
12 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
13 this Order and the terms of the Agreement.

14 4. Class Counsel are awarded attorneys' fees in the amount of
15 \$_____ and litigation expenses in the amount of \$_____. Class Counsel shall
16 not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
17 members of the Class.

18 5. The payments of service award to the Plaintiffs in the amounts of
19 \$_____ and \$_____ are approved.

20 6. The payment of \$_____ to the Settlement Administrator for
21 Settlement Administration Expenses is approved.

22 7. The PAGA Payment of \$_____ is approved.

23 8. Final Judgment is hereby entered in this action. The Final Judgment shall
24 bind each Participating Class Member. The Final Judgment shall operate as a full release and
25 discharge of Defendant and its officers, directors, employees, agents, successors and assigns
26 ("Released Parties") from any and all Released Class Claims that occurred during the Class Period
27 as to the Participating Class Members. The Released Class Claims are defined as all class claims
28 alleged in the operative complaint, or claims that could have been asserted in the Action based on

1 the allegations in the complaint, which occurred during the Class Period, and expressly excluding
2 all other claims, including claims for vested benefits, wrongful termination, unemployment
3 insurance, disability, social security, workers' compensation, and class claims outside of the Class
4 Period.

5 9. The Final Judgment shall also operate as a full release by all PAGA
6 Employees and discharge of Defendant and its officers, directors, employees, agents, successors
7 and assigns ("Released Parties") from any and all Released PAGA Claims that occurred during the
8 PAGA Period. The Released PAGA Claims are defined as claims asserted by the PAGA
9 Employees for alleged violations of the California Labor Code and IWC Wage Order provisions
10 alleged in the operative complaint and Plaintiffs' PAGA notice to the LWDA which occurred
11 during the PAGA Period, and expressly excluding all other claims including claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
13 compensation, and PAGA claims outside of the PAGA Period.

14 10. In addition to the release given by each Participating Class Member,
15 Plaintiffs also generally release the Released Parties from any and all of the Plaintiffs' Released
16 Claims as defined in the Agreement. This general release by Plaintiffs also includes a waiver of
17 rights under California Civil Code Section 1542.

18 11. The Agreement is not an admission by Defendant or any of the other
19 Released Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any
20 claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties.
21 Neither this Final Approval Order, the Agreement, nor any document referred to herein, nor any
22 action taken to carry out the Settlement is, may be construed as, or may be used as an admission
23 by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability
24 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
25 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
26 admission or concession with regard to the denials or defenses by Defendant or any of the other
27 Released Parties and shall not be offered in evidence in any action or proceeding against
28 Defendants or any of the Released Parties in any court, administrative agency or other tribunal for

1 any purpose as an admission whatsoever other than to enforce the provisions of this Final
2 Approval Order and Judgment, the Agreement, or any related agreement or release.
3 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
4 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
5 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
6 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
7 claims being released by the Settlement.

8 12. Notice of entry of this Final Approval Order and Judgment shall be given to
9 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send
10 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
11 Final Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the
12 Class Notice.

13 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
14 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a
15 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
16 connection with the distribution of settlement benefits.

17 11. If the Settlement does not become final and effective in accordance with the
18 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
19 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
20 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
21 be vacated.

22
23 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
24 **ENTERED ACCORDINGLY.**

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

DATED: _____

Hon. Robert A. O'Farrell
Judge, Superior Court for the State of California,
County of Monterey